

ARTICLE I. TERM OF THE AGREEMENT

Section 1.

This agreement will be effective as of July 1, 2007 and will remain in effect until June 30, 2010.

Section 2.

The parties agree that negotiations on a successor contract will begin on a date mutually agreeable to both parties at least sixty (60) calendar days prior to the termination date of this contract.

Both parties agree to reopen negotiations at least sixty (60) calendar days prior to June 30, 2008-2009, on any mutually agreed upon items, on up to ten (10) sections proposed by the Association, on up to ten (10) sections proposed by the Board, Education Support salary schedule, supplement salary schedule, and fringe benefits.

Both parties agree to reopen negotiations on those sections of this contract which have expired or have become invalid during the life of this contract through legislative action, court decisions, or Florida State Board of Education administrative rules.

The parties agree to meet for problem solving on mutually agreed-upon items at a mutually agreed-upon date and time.

Section 3.

If any provision of this contract or any application of this contract is held to be contrary to law, the provision or application will be invalid, except to the extent permitted by law. All other provisions or applications will continue in effect for the term of the contract.

Section 4.

Ratification of amendments to this agreement will be accomplished by a majority vote of both the Career Service Bargaining (ESP) Unit and the School Board of Alachua County.

ARTICLE II. RECOGNITION

Section 1.

The School Board of Alachua County, hereinafter called the "Board," recognizes the Alachua County Education Association, hereinafter called the "Association," as the exclusive bargaining representative for all Career Service Personnel (CSP) (Now known as "Education Support Professional"(ESP)) in the school district known and designated as the School Board of Alachua County. In this Agreement, CSP (ESP) shall be defined as those employees included in the noninstructional, career service personnel (education support professionals) unit as certified by the Public Employees Relations Commission on May 11, 1990, (Case No. RA-90-001).

As defined above, this would mutually amend the Career Service Personnel (Education Support Professionals) listed as included and exclude those listed as excluded by the Public Employees Relations Commission (PERC) in the May 11, 1990, Order of Certification.

ARTICLE II. RECOGNITION (Cont.)

Further, the Association and the Board agree that individuals holding positions identified in Appendix A who are assigned to work four hours or more are eligible for unit membership.

Individuals holding positions identified in Appendix B are ineligible for unit membership.

Section 2.

All new position titles approved by the Board will include a designation as to whether the position is included or excluded in the CSP (ESP) unit. Should the Association disagree with the designation, the Association will have the right to object to the designation in writing to the Superintendent stating the reasons for the objection. The Superintendent shall respond within ten (10) working days. In the event of a disagreement on the issue of any specific position title, PERC shall be petitioned for a ruling on the inclusion or exclusion of the position. Any person placed in a contested position shall upon a ruling by PERC for inclusion in the bargaining unit receive all rights granted under this Agreement from the time of initial placement.

Section 3.

The Association recognizes the Board as the duly constituted legislative body and agrees to bargain collectively only with the chief executive officer of the Board or his designee.

ARTICLE III. DEFINITIONS

Section 1.

The term Education Support Professionals (ESPs) shall refer to personnel holding positions named in Article II, Section 1, of this Agreement and all other personnel who may be included as members of the bargaining unit under the provisions of Article II, Section 2, of this Agreement.

Section 2.

The term Association shall refer to the Alachua County Education Association, its authorized agents and/or designees.

Section 3.

Unless otherwise noted in this agreement, the term day shall refer to the working day for ESPs.

Section 4.

The term district shall refer to the school district of Alachua County.

Section 5.

The term Board shall refer to the School Board of Alachua County, Florida, its authorized agents and/or designees.

Section 6.

The term Superintendent shall refer to the Superintendent of Schools for Alachua County, Florida.

ARTICLE III. DEFINITIONS (Cont.)

Section 7.

The term worksite supervisor shall refer to the principal of any school or his designee, or the Superintendent or his designee. Each ESP will be provided the name of his worksite supervisor.

Section 8.

The term worksite shall mean any school or district office or department so designated by the Superintendent or his designee. ESPs will be notified of their assigned worksite within thirty days of employment.

Section 9.

The term building shall refer to each individual building on the worksite.

Section 10.

The term Agreement shall mean the full and complete agreements between the Association and the Board, duly ratified and signed as set forth in this document.

Section 11.

Unless otherwise noted in this agreement, the term year shall refer to the school fiscal year.

Section 12.

The term Association representative shall refer to a duly authorized agent of the Association.

Section 13.

The term student day(s) shall mean the day(s) and hours set for students to attend school.

Section 14.

The term ESPs shall refer to Education Support Professionals who are members of the bargaining unit.

Section 15.

The term parties will refer to the Board and the Association.

Section 16.

The term mileage refers to the amount of reimbursement per mile authorized for payment to employees by state statutes.

Section 17.

The term transfer will refer to an employee-initiated change in work location, worksite, or work assignment.

Section 18.

The term reassignment will refer to a Board-initiated change in work location, worksite, or work assignment.

ARTICLE III. DEFINITIONS (Cont.)

Section 19.

The term he and his are used herein as nongender specific pronouns.

Section 20.

The term seniority will be determined by the following consecutive order:

1. Length of continuous service in the district exclusive of extended leaves other than for injury or illness in the line of duty;
2. Length of continuous time of service in the district inclusive of leaves;
3. Total years of service in the district;
4. Initial employment date with the district;
5. Time of initial Board appointment; and
6. Most qualified person.

Section 21.

The term regular employee will refer to those employees who are not on probationary status.

Section 22.

The term "priority consideration" shall mean screened and considered first.

ARTICLE IV. GRIEVANCE PROCEDURE

Section 1.

Purpose: The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to problems which arise under this contract. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 2.

Definitions: The terms defined here will have reference only to the grievance procedures section of this contract.

- A. Contract Grievance: This term will refer to a written allegation by a grievant that a section(s) of this contract has been violated as it relates to him.
- B. Complaint Grievance: An allegation by a grievant that Board policies, practices and/or administrative procedures have been violated. Board policies, practices, and administrative procedures are subject to the informal level, Level I, and Level II of the grievance procedure. The informal level and Level I may be waived if mutually agreed by the grievant and the Superintendent or his designee. A grievance of this nature will be processed using a separate form mutually agreeable to the

ARTICLE IV. GRIEVANCE PROCEDURE (Cont.)

Association and the Board but in no case will a grievant file a contractual grievance and a complaint grievance based upon the same event or occurrence. By mutual agreement, a complaint grievance may be treated in an informal manner.

- C. Grievant(s): This term will mean an employee(s) eligible for Association membership or the Association, if appropriate, who files a grievance.
- D. Employers: This term will refer to the School Board and its agents.
- E. Days: This term will refer to working days of grievant(s) exclusive of holidays and weekends. Should a grievant work less than a 252-day contract year initiate the grievance procedure with less than five days remaining in the contract year, calendar days will govern timelines.

Section 3.

Representation: All employees will have the right of Association representation at each step of the grievance procedure, if they desire and the Association agrees. If the Association agrees to represent the grievant, no grievant may be required to discuss any grievance if the Association representative is not present. Copies of the employer's decision given at any step beyond the informal level of the grievance procedure will be delivered to the Association.

A grievant will not be represented by any person who might be required to take action, or against whom action might be taken in order to adjust the grievance, or by a representative of any other employee organization.

Section 4.

No Discrimination: There will be no discrimination against any employee based upon the employee's initiating, processing, or participating in any way in the grievance procedure, including the written notice of an informal discussion.

Section 5.

Time Limits: Grievances should be processed rapidly. Time limits set forth in this procedure will be considered maximums, unless mutual written agreement to extend them is made by the grievant and/or the Association and the Superintendent or his designee.

Section 6.

Release Time: Grievances will be processed after normal working hours, except at the informal level, or by mutual agreement. When grievances are processed during the workday, the grievant and his witnesses will be provided released time.

Section 7.

Informal Discussion:

(A) In the event an employee believes there is a basis for a grievance, the individual will first discuss the grievance with the worksite supervisor. No grievance will be processed until such informal discussion has been held. The employee will initiate the discussion by notifying the worksite supervisor in writing. The

ARTICLE IV. GRIEVANCE PROCEDURE (Cont.)

written notification shall provide the worksite supervisor with a minimum of the topic of the discussion and may also include more detailed information with the goal of quickly resolving the matter at the informal discussion level. This notification will occur within ten (10) days after the grievant knew, or should have known, of an occurrence leading to the possible grievance. A meeting will be conducted within ten (10) days after receipt of the written notification from the employee. The time may be extended by written mutual agreement between the parties.

(B) In the event an employee believes there is a basis for a grievance based on a violation of Policies 2260, "Non-Discrimination and Access to Equal Educational Opportunity", 4122, "Non-discrimination and Equal Employment Opportunity", or 4362, "Anti-Harassment, the employee shall have 60 days, instead of ten (10) days, in which to initiate discussion with the worksite supervisor. Such grievances shall continue to be governed by the remaining provisions of Article IV of the Education Support Professionals Contract, not Policy 4470, Grievance Procedure.

Section 8.

Level I: After the informal discussion with the worksite supervisor or immediate supervisor of grievant, and if a grievance still exists, the grievant may invoke the formal grievance procedure within five (5) days of the informal discussion on a form mutually acceptable to the Board and the Association. This form will contain the name of the grievant, the act or occurrence leading to the grievance, the specific section(s) of the contract allegedly violated, and a recommended action to adjust the grievance. A copy of the grievance form will be delivered to the worksite supervisor, the designated representative, or the immediate supervisor, who will have five (5) days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision. The conference may be mutually waived if the grievant and the worksite supervisor feel it would not be helpful in resolving the grievance.

Section 9.

Level II: If the grievance is not settled to the grievant's satisfaction, or if a written decision is not submitted within the designated time limit at Level I, the grievant may move the grievance to Level II by written notice to the Superintendent or his designated representative within ten (10) days after receipt of the response or the end of the designated time period. The Superintendent or his designee will have ten (10) days after receipt of the grievance in which to hold a conference. A written decision will be issued within ten (10) days of the Level II conference.

Section 10.

Level III: If the grievance is not resolved at Level II to the grievant's satisfaction, or if a written decision is not submitted within the designated time limit of Level II, the grievant and/or the Association may move the grievance to binding arbitration in accordance with the American Arbitration Association (AAA) Rules by notifying the Superintendent in writing within twenty (20) days of receipt of the response or the expiration of the time specified at Level II.

ARTICLE IV. GRIEVANCE PROCEDURE (Cont.)

Section 11.

Costs: The costs for the services of an arbitrator, including per diem charges, actual necessary travel, subsistence expenses and the cost of the hearing room, will be borne by the parties in equal amounts. If the Association finds the grievance without merit, the grievant may move the grievance to arbitration without Association approval. In such case, costs will be borne equally by the Board and the grievant.

Section 12.

Withdrawal of Grievance: Nothing in this contract will preclude the withdrawal of a grievance at any point in the process by the grievant and/or the Association.

Section 13.

Expedited Conference: If a grievance is filed which cannot be processed prior to the end of the fiscal term and which, if not resolved, could cause irreparable harm to the grievant, the Association or grievant may request an expedited conference. Such a request will be granted. An expedited conference will begin at Level II, will be given priority over other grievances, and will not be unreasonably delayed.

Section 14.

Confidentiality of Grievances: No record of grievances will be placed in the permanent personnel file of any grievant except as it may be necessary to establish that an adjustment of grievance has been made in favor of the employee. Grievances at all levels short of arbitration will be kept as confidential as possible.

Section 15.

Non-Association Grievances: Any employee will have the right to present grievances to the Board in accordance with the grievance procedure. Such grievances may be adjusted without the intervention of the Association, but no adjustment will be inconsistent with the terms of this contract. The Association will be given an opportunity to be present and make statements concerning the grievance or adjustment beginning at Level I, even if the grievant does not desire Association representation. The Board and its designee assume no responsibility for involving the Association.

Section 16.

Selection and Powers of an Arbitrator for Binding Arbitration: The parties will jointly attempt to select an arbitrator who is mutually acceptable. If the parties cannot agree upon an arbitrator within ten (10) days from notification that the grievance is being moved to Level III, the arbitrator will be selected through the services of the American Arbitration Association. The rules of the American Arbitration Association will apply to arbitration proceedings. An arbitrator will limit his decision to the terms of this agreement and will not have the power to add to, subtract from, modify, or alter such terms either directly or by implication. The arbitrator will confer with the representative(s) of the Board and the Association, will hold hearings promptly, and will speedily issue a decision after the date of the close of the hearings or final

ARTICLE IV. GRIEVANCE PROCEDURE (Cont.)

submissions. The arbitrator's decision will be in writing and will set forth findings of fact, reasons and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

Section 17.

Association Grievance: The Association may file grievances at Level II if there is an alleged violation of the term of the agreement, recognition and/or unit inclusion, Association rights, a specific item requiring or granting Association involvement or representation, or improper administration of the grievance procedure.

ARTICLE V. IMPASSE

In the event that an impasse is reached during the course of negotiations, the parties agree to mediation as a means of attempting resolution of the item(s) in dispute. If agreement is not reached by the parties, the impasse will proceed under Public Employees Relations Commission (PERC) guidelines.

If the parties agree in writing to waive the appointment of a special master, the parties may proceed directly to resolution of the impasse by the legislative body.

ARTICLE VI. FAIR PRACTICES

There shall be no discrimination against employees because of race, creed, color, age, sex, disability, marital status, national origin, religious and political belief, or religious and political activities outside the school day and school premises. See Appendix D.

ARTICLE VII. MANAGEMENT RIGHTS

The Board, on its own behalf and on the behalf of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Florida and the United States except as modified by the specific terms and provisions of this Contract.

ARTICLE VIII. ASSOCIATION RIGHTS

Section 1. Exclusive Rights

The Association rights of this contract will be the exclusive rights of the Alachua County Education Association.

Section 2. Membership

Every employee in the Association bargaining unit will have the right to freely organize, join, and actively support the Association.

Section 3. Calendar

The Association and the Board will develop a tentative school calendar(s) including those items commonly found in the districtwide twelve-month school calendar. This calendar(s) will be submitted to

ARTICLE VIII. ASSOCIATION RIGHTS (Cont.)

the Board before March 1 for its consideration and will include an indication of the desires of employees in relation to the calendar(s).

Should the Board determine that it is necessary to change the calendar, the Association and the Board will develop tentative calendar modifications and negotiate the impact of these modifications on members of the bargaining unit.

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 by any employee 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.

Section 5. Meetings, Facilities

The Association will be permitted use of school buildings and other Board facilities for district meetings. Details, including the approval of use, will be arranged with the principal/supervisor. In the event equipment is needed for such meetings, details, including approval of use, will be arranged with the principal/supervisor. A rental charge and service costs may be assessed not in excess of the minimum rate imposed by facilities rental regulations in effect at the time of use. Association members at each school may meet once each month to conduct Association business during, before, or after the employee work day. The time of such meetings will be mutually agreeable to the principal/supervisor and the Association.

Section 6. Worksite Committee Composition

There will be a worksite committee in each worksite. The three (3) to five (5) members of the committee will be composed of and chosen by Association members at the worksite.

ARTICLE VIII. ASSOCIATION RIGHTS(Con't.)

Section 7. Meetings, Worksite Committee

The worksite committee and the worksite supervisor will meet on matters of local concern. Such meetings will be on a regularly scheduled basis, not less than once per month. No party may be required to take action on matters discussed. Meetings may be rescheduled or cancelled on mutual agreement of the worksite committee and the worksite supervisor. Other parties may be invited to participate, as needed.

Section 8. Inservice, Worksite Committee

The parties agree to cooperate in providing inservice training to worksite committees and administrators designed to increase and improve problem solving at the worksite level. Participation in training sessions will be voluntary. Training sessions will normally be held after the work day.

Section 9. Meetings, Superintendent

The Superintendent and/or his designee and the President of the Association and/or his designee will meet on a regularly scheduled monthly basis to discuss the implementation or maintenance of this contract and/or other matters of concern to either party. An agenda of general concerns to be discussed will be exchanged between the Superintendent or designee and the President of the Association or designee no later than three days prior to the scheduled meeting to enable either party time to prepare for the discussion of such concerns and to invite appropriate participants to the meeting. Failure to timely deliver the agenda may be cause for either party to cancel the meeting.

Section 10. Bulletin Boards

The Association will have the exclusive use of not more than two (2) bulletin boards at each worksite for Education Support Professionals.

Bulletin boards may vary in size, but no larger than fifteen (15) square feet (approximately 3 x 5) and of professional quality.

The location, size and installation of the bulletin board will be mutually agreed to by the Association and the school principal or worksite supervisor.

The Association will compensate the School Board for the cost, if any, of the new bulletin boards and their installation.

Representatives of the Association will be responsible for posting and removing materials and assuring that posted items have Association identification.

Section 11. Distribution, Material

The Association will be permitted use of a designated location for the distribution of materials related to Association business provided that the Association will be responsible for distributing such items to individual bargaining unit members. The only exception to this section is for public political campaigning by the Association and the Board.

ARTICLE VIII. ASSOCIATION RIGHTS (Cont.)

Section 12. Meetings, Annual

The Association, upon request, will be granted one continuous hour during one work day to conduct Association business. The time will be scheduled by mutual agreement of the Association and the worksite supervisor and may exceed one hour upon mutual agreement.

Section 13. Meetings, Staff Agenda

The Association will be given a place as the final item on the agenda of each meeting involving the total worksite staff, or in instances in which small group employees meetings are held in lieu of total worksite staff meetings, for the purpose of making announcements.

Section 14. Mail, Truck Use

The Board agrees to the following provision with the stipulation that should the Board be found in violation of United States Postal Service rules and regulations and/or the Private Express Statutes that the Association will hold the Board harmless and will assume all responsibility for fines, fees, or back postage imposed on the Board and/or legal fees incurred by the Board as a result of such findings subsequent to August 1, 1982. Should the Board be ordered to cease and desist from providing such services by the United States Postal Service or court of competent jurisdiction, such service will cease immediately.

1. The Association will be permitted reasonable use of the interschool mail system for items pertaining to administration of the contract between the Board and ACEA and joint Board and ACEA projects, task forces and programs, provided items are properly addressed and packaged. Copies of Association items distributed through the interschool mail system will be provided to the office of the Superintendent at the time they are distributed.
2. The Association office will be a regularly scheduled pick-up and delivery stop on the interschool mail system.

Section 15. Meetings, Board Agenda

Upon ten (10) calendar days advance request to the Superintendent, the Association will be given a place on the agenda of regular and special Board meetings devoted to general business. This section will not prevent the Association from requesting that it be added to the agenda as an item in the nature of emergency business. Such a request will not be unreasonably denied by the Superintendent.

Section 16. Distribution, Board Agenda

The regular and consent agendas will be posted on the SBAC web site no less than five (5) calendar days prior to Board meetings. Board minutes will also be posted on the SBAC web site.

Section 17. Workday Visitation

During the regular work day, an authorized representative of the Association may visit personnel at each worksite provided the visit does not interfere with nor disrupt normal work assignments. Upon arrival, the Association representative will report his presence and the purpose of his visit to the worksite supervisor or his designee.

ARTICLE VIII. ASSOCIATION RIGHTS (Cont.)

In order to assure identification, the Association will provide a list of authorized representatives which will not exceed fifteen persons at any given time. The names will be listed by title of the person and purpose of the visit. This list may be modified by the Association as needed. When the list is modified, ample notice will be forwarded to the Superintendent or his designee, giving sufficient time for worksite supervisors to be notified. When requested, the union representative will also provide appropriate identification and follow worksite sign-in, sign-out procedures. Failure to do so may be grounds for refusal of the visit. Permission to visit personnel within the worksite will not be unreasonably denied.

Section 18. Association Leave

Association leave will be treated as personal leave with pay and will require prior approval of the Association and at least ten days prior notification of the Superintendent or his designee. The Association will reimburse the Board for all days used under this section at the prevailing substitute pay scale. Approval of the Superintendent or his designee is required for any employee who uses more than five such days during any school year. Approval will not be unreasonably denied. Normally, there will be no more than one employee from each school or department on leave under the provisions of this section on any one day. Personal leave in this section will not be interpreted as relating to personal leave in other sections of this contract.

Section 19. Board Policies

Current Board policies, new written procedures, and any additions, deletions, or changes in policies and/or procedures will be available through the SBAC home page.

Section 20. Districtwide Committees

The Association will be notified by the Superintendent or his designee of the formation of districtwide committees which will include ESPs.

The Association will provide, within fifteen (15) days of notification, a list of nominees equal to the total number of employees to be placed on the committee. The Board will choose at least one-half of the employees on the committee from that list. Should the Association not provide such a list within fifteen (15) days, the Board will choose members from the bargaining unit. Upon selection of the committee members, the Association will receive a list of the members of each committee and a schedule of committee meetings.

Section 21. Association Business

With the approval of the worksite supervisor, Association representatives may leave the worksite to conduct Association business. The representatives must be on **approved** leave. Such a request will not be unreasonably made nor approval unreasonably denied.

ARTICLE VIII. ASSOCIATION RIGHTS (Cont.)

Section 22. Officer Release Time

Upon request, up to two employees holding elected offices in ACEA or its affiliates will be granted personal leave without pay for the duration of their terms in office. The Association agrees to reimburse the Board for the costs of the continuation of the existing payroll service. Under unusual circumstances, such leave may be on a less than full-time basis when arrangements are made to the mutual satisfaction of the Superintendent and the Association.

Section 23. New Employee Orientation

The Association will be placed on the agenda of new employee orientation.

ARTICLE IX. EMPLOYEE RIGHTS

Section 1. Off-The-Job Conduct

The Board will not require an employee to participate in religious activities.

The private and personal life of any ESP is the concern of only that individual unless it interferes with the effective performance of his prescribed duties.

An employee's off-the-job conduct shall not result in *disciplinary action* unless such conduct is inconsistent with the Professional Code of Ethics and reflects directly on the School District.

The Board recognizes the right of a duly authorized Association representative to express the views of the Association provided such views are identified as those of the Association and such expression does not interfere with the work of any ESP.

Section 2. Charitable Drives

Employee participation in charitable drives is voluntary. Solicitations will be made, but no pressure shall be brought to bear to require such participation.

Section 3. Political Activity

- A. All ESPs shall have the freedom of political action when not engaged in the work assignment or other assigned responsibilities during the work day, provided such action is not disruptive to the normal activities of the worksite. An ESP engaging in political activities shall make it clear that his statements and actions are his as an individual and that his views in no manner represent the view of the Board. The Board's facilities, equipment and materials shall not be used to promote any political interest.
- B. The right of all ESPs to work and to vote for the party and candidate of their choice shall never be questioned, abridged, or denied by either the Board or the Association.

ARTICLE IX. EMPLOYEE RIGHTS (Cont.)

- C. No ESP shall be coerced by an agent of the Board to make political contributions or to engage in any political work or activity against his wishes.

Section 4. Copyright

All employees who participate, at their own costs and primarily on their own time, in the production of tapes, publications, or other produced educational material, shall retain the residual rights should they be copyrighted or sold by the Board.

Section 5. Liability, Student Transport

ESPs will be covered by the Board's liability program when they transport students as part of their assigned or related duties. Employees will seek and secure administration prior approval to transport students.

Section 6. Facility Use

- A. Where facilities permit, the Board shall provide a **parking** area at the worksite at no cost to ESPs.
- B. The Board agrees that ESPs shall have the right to use existing **employee lounge(s)** at each worksite. The Board agrees to make available to ESP at least one employee lounge which is reasonably furnished and vented. The **lounge(s)** will not be open to students. Existing combination lounges/workshops will not be considered a violation of this section.
- C. The Board agrees that ESPs shall have the right to use reserved **dining** areas designated for the use of employees in each worksite.
- D. Except for food service workers, ESPs shall be permitted to take food from the school cafeteria during employee meal times to areas designated by the worksite supervisor.
- E. Where facilities permit, ESPs will be provided with an area or space for the **storage of personal items** normally carried by an employee. The nature of the area(s) may vary depending on local conditions and facilities. When new employee desks are purchased, they will be equipped with functioning locks and keys.
- F. The Board agrees to make appropriate **rest room** facilities available for the use of employees. The Board agrees that these facilities will be kept clean and appropriately supplied.
- G. Employees will be expected to exercise reasonable control, under the direction of the worksite supervisor, of textbooks, supplies, equipment, materials, or funds. Employees will not be held financially responsible for textbooks, supplies, equipment, materials, or funds which have been stolen or lost by other persons. Employees will comply with district and local worksite audit requirements after they have been furnished with a copy of the requirements. Materials necessary for employee compliance with audit requirements will be furnished to employees upon request. Compliance with audit requirements will fulfill the employee's responsibility in regard to funds collected.
- H. **Telephones** will be available for school business use and for personal emergencies. Arrangements will be made to allow confidential phone calls in an appropriately private area(s) if

ARTICLE IX. EMPLOYEE RIGHTS (Cont.)

the need arises. Personal long distance telephone calls will be made only with the approval of the worksite supervisor, and will not be charged to the worksite or the Board.

Section 7. Emergency Closing

Whenever circumstances necessitate the closing of a school or schools for emergency reasons and Florida Statute(s) or SBE rule dictate that the day(s) must be rescheduled, ESPs directly affected by the possible rescheduling will be polled by the Association and the results made known to the Administration prior to the day(s) being rescheduled by the Board.

Uniform procedures will be established to notify staff members about the closing of a school(s) or district worksite(s) for emergency reasons. These procedures will be shared with staff members.

ARTICLE X. EMPLOYEE WORKING CONDITIONS

Section 1. Shifts

- A. The normal workday for Education Support Professionals will be no more than eight (8) hours per day but may vary during summer months.
- B. Employees who are assigned to be present at the worksite for at least four hours, of which three hours are continuous time, shall be scheduled as indicated below. "Continuous" time is time spent at the worksite not including unpaid breaks.

<u>Assigned to be present</u>	<u>Breaks</u>
4 hours.....	one 15-minute paid rest
More than 4 but less than 7 hours.....	one 15-minute paid rest
..normally no less than one 30-minute uninterrupted unpaid meal	
Seven hours or more.....	two 15-minute paid rests
..normally no less than one 30-minute uninterrupted unpaid meal	

This rest provision shall not be applicable to bus drivers nor bus attendants who work less than seven continuous hours. ESPs will not supervise students during these break/rest periods, except in an emergency situation. No paid rest shall be added to an ESP's uninterrupted unpaid meal. Food service workers' lunch 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. Employees shall be given ten (10) working days' notice, in writing, of any shift reassignments except as otherwise provided in this Agreement or by mutual agreement of both parties.
- D. When a shift becomes available, eligible employees will be notified so they may apply. Qualifications and seniority in each classification at the worksite shall be the sole factors in determining shift assignment. For the purpose of determining seniority in this section only, seniority shall be determined by calculating the length of continuous service within the specific classification at the specific worksite where the vacancy occurs.

ARTICLE X. EMPLOYEE WORKING CONDITIONS (Cont.)

Section 2. Overtime

- A. No ESP shall be required to work beyond his normal work day without additional pay. When overtime is required, an ESP who is not an exempt employee within the meaning of the Fair Labor Standards Act who works such overtime shall be paid at a rate of one and one-half (1 1/2) times his regular hourly rate for each hour in excess of forty (40) hours per week. The overtime rate of one and one-half (1-1/2) times the regular hourly rate begins after an employee actually works forty (40) hours in one week.

Hours worked on a designated paid holiday shall be paid at one and one-half (1-1/2) times the regular hourly rate in addition to the employees regular pay. Except in emergencies, overtime work will be distributed among qualified employees in the same classification within the worksite on an equitable basis by rotating such work through the appropriate seniority list. This does not preclude the administration from selecting a specific employee to perform tasks which require that employee's special expertise. An employee may refuse overtime except in emergency situations or when the employee's specific expertise is required.

In worksites where more than one employee is eligible to earn overtime, the following rules shall apply:

1. A seniority list shall be updated and posted by October 1st and April 1st of each school year.
2. At the beginning of each work year, overtime shall be awarded by rotating seniority (i.e., from the most senior to the least senior on the list).

When refusal of overtime is authorized, or in cases of illness or leave, the overtime shall not be charged to the employee.

3. Any deviation from rotating seniority shall be limited to:
 - a. Employee eligible for the overtime does not possess the skills necessary or,
 - b. An emergency exists requiring immediate action.
 - c. Overtime requiring more than one regular shift shall be divided between two or more eligible employees.
 - d. Following the first cycle through the seniority list, awarding overtime reverts back to the original seniority list and continues to rotate through this list.

- B. When the administration requires an employee to return to work on other than his regularly assigned shift, the employee shall receive a minimum of two (2) hours' pay at one and one-half (1-1/2) times his regular hourly rate.
- C. When the administration requires an employee for security checks during district scheduled breaks, the employee will receive a minimum of one (1) hour's pay or time worked at his regular hourly rate of pay plus mileage.

ARTICLE X. EMPLOYEE WORKING CONDITIONS (Cont.)

- D. Upon mutual agreement of any ESP and his supervisor, compensatory time will be awarded in lieu of overtime pay. The time taken off will be mutually agreed to by the employee and supervisor. If no mutual agreement can be reached, the employee will be awarded overtime.

Section 3. Parent Conferences

- A. If a worksite supervisor determines that a parent-ESP conference is necessary, the conference shall be arranged by the worksite supervisor in accordance with the following guidelines; (1) consult with the ESP involved to establish the time, date, parties involved, and place of conference, (2) notify the ESP of the purpose of the conference if the conference was not initiated by the ESP, and (3) confirm conference time, date, parties involved, and place with the ESP.
- B. Prior to initiating a telephone or person-to-person parent conference, the ESP will notify the worksite supervisor. Nurses will use their professional judgment in notifying the worksite supervisor of such calls.
- C. Released time shall be granted to ESPs when needed for parent conferences provided that the conference is arranged by the worksite supervisor in accordance with the provisions of this section.

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, he 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 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.

ARTICLE X. EMPLOYEE WORKING CONDITIONS (Cont.)

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 him of his 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 his legal rights under this section.

Section 5. Health & Safety

- A. ESPs will be furnished with the equipment and supplies necessary to perform the task required of them, unless the job description specifies otherwise.

ARTICLE X. EMPLOYEE WORKING CONDITIONS (Cont.)

B. Both parties agree that it is in the best interest of educational personnel and students to be free from communicable disease.

1. When recommended by the chief medical officer of the Alachua County Health Department, and upon recommendation of the School Health Advisory Council, the Board may require ESPs to present evidence of freedom from a particular communicable disease. No ESP shall be compelled to submit to any test without a written statement of the need for such a test from the School Board.

2. Under these conditions, medical screening tests will be provided to ESPs at no cost. Screening means presumptive identification of disease by tests that can be easily and rapidly given to apparently healthy persons. The tests will normally be conducted by Alachua County School nurses or Public Health nurses at the worksite within the work day, under the supervision of a licensed physician.

3. ESPs with a history of positive reaction to a screening test will be allowed to submit a physician's statement or medical history in lieu of undergoing the screening test.

4. ESPs declining to submit to a screening test on religious grounds will suffer no disciplinary action from the Board.

5. ESPs who choose to have the screening tests performed by their private physicians will be responsible for the costs incurred.

C. ESPs shall report potentially unsafe conditions at the worksite to the worksite supervisor or designee. The worksite supervisor or designee will investigate, as soon as feasible after the ESP has made the report, and take action to correct conditions which are hazardous or potentially dangerous. Should the worksite supervisor or his designee determine that the condition creates an immediate danger to the ESP(s), other employees or students, he will take immediate action to prevent harm to the ESP, other employees and/or students. The ESP(s) will be informed of the action(s) which has been taken.

If a disagreement arises over the action or lack of action of the worksite supervisor, for a condition creating an immediate danger, the ESP shall first inform the Superintendent or his designee who will have ten (10) days to review the reported situation and make a final determination.

D. Employees are required to immediately report to their worksite supervisor any accident or injury, major or minor, which may occur to them.

Section 6. College Classes

Reasonable efforts will be made to accommodate ESPs whose college classes interfere with their assigned workday. Reassignment and/or adjustment of hours may be considered by the worksite supervisor.

Section 7. Personal Cell Telephones

Personal cell telephone use by ESPs is prohibited during the workday except on scheduled rest and/or lunch breaks(s), or in an emergency situation. Bus drivers are prohibited from using personal cell telephones while transporting students except in emergency

ARTICLE X. EMPLOYEE WORKING CONDITIONS (Cont.)

situations. In those situations, bus drivers are required to comply with all safety requirements governing radio and telephone use.

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION

Section 1. Bus Drivers

- A. Workweek: Each bus driver shall be guaranteed a minimum of four (4) hours each day. In addition, each driver shall have the option of being guaranteed a minimum of thirty (30) hours per week, which may include field trips or other assigned duties. Drivers whose driving time exceeds four (4) hours per day or thirty (30) hours per week, depending on the driver's guarantee, will be paid actual time.

Each driver will be paid fifteen (15) minutes per day (included in the driver's regular daily schedule for related duties.) The related 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. Required daily videotape maintenance.

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

1. Scheduled conferences with principals/students/parents and/or transportation department supervisors;
2. Bus breakdowns that occur during a driver'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) plus two minutes per mile for drivers in outlying areas. Mileage will be calculated from the last drop-off to the main compound and from the main compound to the last drop-off;
5. Extra runs beyond their scheduled work time or thirty hours;
6. Actual time of all 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 and when awarded a different route;

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION
(Cont.)

10. Bus drivers will be paid one hour for the completion of each of the two required student surveys per year;
 11. A bus driver who is based in an outlying compound and brings his bus in for a maintenance procedure will be paid fifteen (15) minutes or two (2) minutes per mile, whichever is greater. Mileage will be calculated from the last drop-off to the main compound and from the main compound back to the last drop-off. This practice will be followed whenever a spare bus is not available to be issued to the driver.
- B. Annual Physical: Annual physical, as required by State Board Rules, will be provided by the Board;
- C. Work Year: The regular work year for bus drivers will be 186 days per year plus eight (8) hours per year for safety workshops.
- 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.
 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.
- E. Extracurricular Field Trip and Mid-Day Run Assignments:
1. Drivers for extracurricular and field trip assignments will be selected:
 - a. To help meet the thirty (30) hours per week guaranteed. Every effort will be made to provide the thirty (30) hours Monday through Friday;
 - b. From a rotating list of volunteers by seniority as needed after each driver has met his thirty (30) hours guaranteed each week.
 - c. 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.
 2. A list of drivers for mid-day runs will be developed. Drivers will be selected by seniority from the list on a rotating basis.
 3. Drivers who receive at least 48 hours notification of a trip and refuse it shall be charged with the trip.
 4. Drivers who receive less than 48 hours prior notification of a trip and refuse it shall not be charged for the trip.

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION
(Cont.)

5. Drivers who fail to report for a trip without adequate notice may be removed from the list for the remainder of the semester.
6. A bus driver who is assigned to drive his regular a.m. and p.m. routes and a scheduled extracurricular field trip to transport a party to a designated site and return his bus to storage shall be charged for one (1) trip and placed on the appropriate step of trip rotation.
7. 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 his bus to storage shall be charged for two (2) trips and placed on the appropriate step of trip rotation.

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.

Drivers for all extracurricular field trips will be paid a minimum of two hours unless part of the trip time is during the time a driver is already being paid for a normal workday. The driver will only be paid for time over normal paid working hours.

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 within each area shall be offered first to those bus drivers who have requested them. The assignments will be made on the basis of seniority.
2. Drivers shall be notified two weeks prior to the closing of the current school year of tentative summer employment.
3. Drivers shall be paid a minimum of four (4) hours per day.

G. Health and Safety:

1. 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.
2. No bus driver or bus attendant will be required nor expected to disarm any student when to do so may jeopardize his safety or that of his passengers.

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION
(Cont.)

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 worksite supervisor will take appropriate action.

I. Bus Attendants:

1. The duties and responsibilities of the bus attendant are as listed under XX "Performance Duties of the School Bus Attendant in the Driver's Handbook."
2. Workday: The workday for bus attendants will normally be no less than four (4) hours per day.
3. Work Year: The regular work year for bus attendants will be 186 days per year plus eight (8) hours per year for safety workshops.
4. Bus Attendants who are working off a compound shall be paid from departure until the time they should have returned to the compound, both a.m. and p.m.
5. 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.
6. All bus attendant openings will be posted with the work location noted as the bus compound. All openings will be assigned by seniority.
7. 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. Should the conflict not be resolved, the attendant shall be permanently removed from the route. An aide who has been removed shall be guaranteed a minimum of four (4) hours a day in accordance with Article XI, Section 1.I.2. Once an attendant has been removed from a route due to a conflict with the bus driver, the attendant will not be permitted to bid or work on a route with that driver.

J. Open Routes:

Open routes will be assigned as follows:

1. All open routes will be posted by compound;
2. All open routes will be assigned by seniority.

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION
(Cont.)

K. 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.

L. Activity Routes:

Activity Routes within each area shall be offered first to those bus drivers who have requested them and who have the seniority and demonstrated reliability as long as the total assignments of drivers do not exceed eight (8) hours or create avoidable overtime situations.

M. 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.

N. A bus driver who brings his bus in to its scheduled bus service and is informed that his service has been canceled, will be paid his 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.

O. The concerns committee will evaluate an attendance and evaluation incentive program.

P. 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 thirty (30) 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.

Q. Retiring Bus Drivers/Attendants: Should a bus driver or an attendant retire and give proper notice prior to the separation date that he wishes to return to work immediately following one calendar month off, the driver/attendant will be awarded the same route upon return.

Section 2. Food Service Employees

A. Work Year: The work year for food service employees shall be no less than 183 days per year.

B. Job Assignments: Job assignments in the cafeteria shall be awarded based on demonstrated ability. Demonstrated ability being equal, seniority within a classification at a worksite will be the determining factor in awarding job assignments. As time and schedules permit, opportunities will be provided during the work year for food service employees to learn each task.

C. Special Assignments: The preparation of meals, treats, goodies, other food items, and/or preparations other than normal breakfast and lunch programs performed outside the duty day will be

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION
(Cont.)

compensated at either special, regular, or overtime rate of pay as appropriate.

D. Uniform Dress

School Food Service 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 Service Management designated by the Director of Food Service.

E. Dress Allowance

A professional uniform dress allowance of \$120 per school year will be paid to School Food Service personnel. This allowance will be divided into two (2) payments of \$60. 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 service worker for a minimum of three (3) work weeks to be eligible for all or part of this allowance.

A new uniform policy will be in effect beginning the second semester of the 1999-2000 school year. The maintenance allowance may be waived or changed based on the recommendation of the Uniform Dress Guideline Committee.

F. Certification

Food Service 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 Service employee is certified, he/she 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.

G. Career Ladder

There will be a career ladder program for food service personnel. This training program will be organized and implemented by the Central Food Service Administration. A committee of two members appointed by the Association and two members appointed by the

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION
(Cont.)

Board will meet whenever necessary to revise program guidelines and procedures.

Section 3. Paraprofessionals/Aides

- A. Workday: The length of the workday of paraprofessionals/aides will be determined by the worksite supervisor. A good faith effort will be made to provide no less than four (4) hours per day for each paraprofessional/aide.
- B. Daily Hours: The starting and ending times for each paraprofessional/aide's working day during the school year shall be determined by the principal after discussion with the paraprofessional/aide.
- C. Work Year: The normal work year for paraprofessionals/aides will be no less than 186 days. Paraprofessionals will be notified of the tentative number of work days for the coming school year by the end of post planning.
- D. Student Supervision: Paraprofessionals/aides who are assigned supervisory duties will have immediate access to certificated personnel during the supervisory period. No paraprofessionals/aides shall have the sole responsibility for the supervision of students for an extended period of time, as defined in Article XIX, Section 2.
- E. Duties and Responsibilities: Paraprofessionals/aides' duties, responsibilities, standards, and procedures shall be governed by standards and procedures as defined by the School Board of Alachua County.
- F. Royalties: The Board waives all rights to royalties from and other privileges afforded for materials, tapes, publications, or other educational aids produced by a paraprofessional/aide, provided the paraprofessional/aide neither produces nor develops such materials, tapes, publications, or educational aids during the normal workday. The paraprofessional/aide will not utilize Board equipment, materials, facilities, or personnel in development or production of such materials. Field testing of such materials may be conducted within the individual paraprofessional/aide's classroom with the prior written permission of the supervisor, provided that such materials are consistent with the overall instructional objectives of the class course, and/or grade level. Permission to field test will not be unreasonably denied. Nothing in this section will deny a paraprofessional/aide permission to make application to have materials field tested under existing Board policy and regulations.
- G. Leaving Campus: Subject to the approval of the principal or his designee, a paraprofessional/aide may leave the campus of his particular school if appropriate arrangements are made to insure that students are not left unsupervised. Approval is required for each circumstance or situation. The principal or his designee will not unreasonably deny such a request. A paraprofessional/aide will use this privilege only in unusual circumstances.

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION
(Cont.)

- H. Paraprofessionals/aides will not be required to participate in personality inventories.
- I. Paraprofessionals/aides will not be required to perform normal custodial or maintenance duties.
- J. Meetings: The administration will provide a tentative schedule of pre-planning required meetings and inservice training which paraprofessionals/aides are required to attend. The schedule will be distributed to paraprofessionals/aides prior to or during the initial faculty meeting.
- K. Planning Days: In worksites where paraprofessionals/aides are assigned to work planning days, their work day will be the same as teachers. Principals will provide paraprofessionals/aides with no less than five (5) days notice of any required activity to occur on a planning day. Scheduling and duration of lunch periods will be determined after input from the staff.
- L. In elementary and center schools, instructional paraprofessionals shall have time each week to consult with their assigned teacher(s), if the assignment consists of non-routine activities that frequently change and necessitate paraprofessional and teacher discussion in order to implement. The amount of time may differ from one location to another.

The controlling factors will include job complexity and diversity. Time devoted to consultation and preparation with the teacher should not exceed one (1) hour per week. Time for such meetings shall be chosen and/or scheduled at mutually agreed upon times.

- M. A paraprofessional/aide who participates on a school trip to Camp Crystal which requires the paraprofessional/aide to be away from home overnight will receive his meal(s) at Camp Crystal at no cost. Paraprofessional/Aides will be compensated for their time at one and one half (1-1/2) of his or her daily rate, if the time worked exceeds forty (40) hours during the work week.

Section 4. Educational Office Personnel

- A. Work Space: All school-based educational office personnel will have a designated area including a desk or comparable furniture for the performance of their duties. Provision shall be made for educational office personnel to store their purses or other personal items, which may be subject to theft, in an easily accessible secured area. A good faith effort will be made by the Board to upgrade office furniture (desks and chairs) to improve working conditions for all educational office personnel.
- B. No employee will be terminated or demoted as a result of administrative changes at the worksite.

Section 5. School Nurses

- A. A private area/work space for counseling, consultation and confidential telephone conversation, and day-to-day duties shall be provided to the school nurse at each worksite, as needed. Each nurse shall have a desk, file cabinet with a lock or comparable furniture items provided.

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION
(Cont.)

- B. School nurses shall be reimbursed for parking/mileage incurred in connection with their assigned duties.
- C. The Board agrees as a goal to reduce the nurse-students ratio to 1:750 as recommended nationally by the National Nurses Association. The Board further agrees as a goal to reinstate the school nurse work week to thirty (30) hours per week with no increase in caseload.
- D. Each principal will provide a location at his school for conducting professional mandatory cross-grade screenings.
- E. Workload: School nurses shall be assigned only professional and health-related duties in the school(s) to which they are assigned, except in emergencies involving health or safety.
- F. Work Year: School nurses normally will have the same work year as students.
- G. Substitutes: Regular school nurses who volunteer to substitute for other nurses will be paid their regular hourly rate of pay.
- H. Hours and days initially assigned may be modified during the school year based on contractual arrangements with the Florida Department of Health and Rehabilitative Services. Should reductions become necessary, the nursing staff shall be consulted regarding how these reductions will be implemented.

Section 6. Custodians

- A. All custodial personnel will have a posted schedule drafted by the head custodian outlining their regular duties. The worksite supervisor will review and may make modifications to this schedule. Such modifications will be discussed with the head custodian.
- 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 his 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 his 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 it is known that a custodian will be absent on approved leave, other than vacation, for a period exceeding three days, the worksite supervisor will request a substitute. In other circumstances, when a custodian is out for any reason, the worksite supervisor may immediately 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

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION
(Cont.)

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: Instruction in the use of any new and/or unfamiliar tools or equipment will be provided to a custodian in the performance of his duties.
- I. Material Transport: No custodian will be required to transport any materials or substances in his automobile which pose a safety hazard.
- J. Second Shift Custodian: Second shift custodians will have a posted schedule drafted by the head custodian and approved by the worksite supervisor outlining their regular (routine) duties.
- K. The head custodian agrees to work cooperatively with the worksite supervisor on all custodial assignments and responsibilities.
- L. The head custodian's evaluation will be based on his effectiveness in carrying out his assigned responsibilities.
- M. Head custodians may request an updated supply list from the appropriate personnel at the worksite, as needed.

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.

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. Copying and 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 shall not be larger than fifteen (15) square feet and be approved by the Director of Facilities. The Association shall be responsible for the maintenance of the bulletin boards.

Section 8. Head Start Personnel

- A. Head Start/School Readiness/VPK instructors and assistants must complete at least two (2) home visits and two (2) parent conferences per year and conduct one parent meeting per month.

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION
(Cont.)

Instructional staff and liaisons must be in attendance at parent meetings. Mileage is paid for documented job related activities (home visits, conferences, parent meetings and inservice training).

- B. Head Start/School Readiness/VPK staff is required to provide documentation of a physical exam which indicates the individual is physically able to perform the job as per the job description upon employment and every two (2) years thereafter.
- C. Mileage will be paid for only one staff person for transportation to and from home visits unless prior approval from Head Start director or designee is granted.
- D. Regular (announced and unannounced) observations are conducted in each early childhood classroom by Head Start/School Readiness/VPK staff. Head Start/School Readiness/VPK staff will confer with instructional staff upon completion of observation and at a time that is least disruptive for children and before the observation form is signed.
- E. Staff members will schedule breaks at times least disruptive for students (i.e. during specials, after the children have departed for the day, when foster grandparents or regular volunteers are available, etc.) in order to maintain the appropriate adult/child ratio.
- F. In the event a regular substitute cannot be found and a Head Start Assistant with National CDA or Associate Degree in Early Childhood Education or Child Development credentials substitutes for a Head Start/School Readiness/VPK Instructor, the Assistant shall be paid \$ 25.00 per day supplement in addition to his regular salary. The amount may be prorated if less than a full day.
- G. Compensation
 - 1. Head Start/School Readiness/VPK instructors with Pre-school/Child Development Associate Credential (CDA), Associates Degree in Early Childhood or Child Development, or an Associate's Degree plus 18 semester hours of college credit will be paid at pay grade 26.
 - 2. Head Start/School Readiness/VPK Instructors with a Bachelor's Degree in Pre-K Primary or Preschool Education, or a Bachelor's Degree in Elementary Education plus 18 semester hours of college credit in early childhood education or child development will be paid on pay grade 27 at an hourly rate closest to, but not less than, the hourly rate of pay for a beginning teacher at bachelor's level on the Board-adopted Teacher Salary Schedule.
 - 3. Head Start/School Readiness/VPK Instructional staff will be required to follow the Head Start Performance Standards and Head Start policies and procedures.
 - (a) Staff members must consult and receive approval from the Director or designee before enrolling in a class for the purpose of coordinating schedules with co-workers.

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION
(Cont.)

- (b) Staff enrolled in qualifying degree seeking programs must schedule classes, internships and any other related activities during the time it is least disruptive for students. 100% of the Head Start/School Readiness/VPK instructors must earn an AS degree in Early Childhood Education or Child Development by 2008; 100% of Head Start/School Readiness/VPK Instructors must earn a BA by 2010. All assistants must have at least a National CDA within one year of employment.

All instructional staff must have first-aid and CPR certification within ninety (90) days of employment.

- (c) Head Start/School Readiness/VPK classroom staff (teachers and assistants) is required to enroll in an educational institution in order to obtain Associate post secondary degrees or higher in Early Childhood Education or Child Development. Staff is required to make continuous progress toward earning a degree. Temporary exceptions may be made by mutual agreement between the employee and the Director if documentation of an emergency situation is provided. Continuous progress toward that degree is defined as remaining enrolled in a degree seeking program, successfully passing all courses and maintaining good attendance. The Board will instruct the staff on how to complete the Federal Financial Aid application for scholarship. If the employee does not receive the necessary funds, Head Start/School Readiness/VPK shall provide limited (% of full cost) financial assistance for the cost of the program, if program funds are available. In order to receive financial assistance, staff must enroll in a post secondary institution with which the Board has established a contract.

- (d) Staff will be required to enroll in Adult Basic Education (ABE) classes or participate in Prep Lab if College Placement Test (CPT) scores indicate such prior to enrolling in prep classes or college credit courses.

1. Participation in the Adult Basic Education (ABE) program will count as continuous progress for one year only, after which staff must enroll in prep or college courses and demonstrate the ability to make continuous progress toward earning a degree. At the end of the 2007-2008 school year, an employee will no longer be able to hold his position if he does not comply.

- (e) If the Board-Head Start/School Readiness/VPK has financially assisted a staff person by paying the cost of tuition or its equivalent, to obtain a qualifying degree, the staff person agrees to continue working in the Head Start/School Readiness/VPK program as follows:

1. For every six credit hours, or portion thereof, the employee will agree to remain for one semester or at least a total of ninety (90) days in Head Start; or

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION
(Cont.)

2. Reimburse the School Board-Head Start/School Readiness/VPK for the current amount contributed by the District, less the employment credit as set forth in G.3.(e)1.
 3. Head Start/School Readiness/VPK will not fund a course which was previously taken by an employee where the employee withdrew and/or received a failing grade.
 4. Head Start/School Readiness/VPK will pay for no more than three (3) prep courses (one math, one reading, and one writing).
 5. Textbooks purchased with Head Start funds must be returned to the Administration Office upon completion of the course.
- (f) Staff must submit to the Board each semester a Head Start Student Performance Monitoring Report, a Student Authorization for Access to Education Records form and an official transcript in order to assure continuous and satisfactory progress toward credential/degree.
3. Individuals employed with the Head Start/School Readiness/VPK program are required to participate in all regularly scheduled inservice trainings as indicated on the annual training schedule, as well as those trainings required due to new or revised federal mandates or local policies and procedures.

Section 9. Title I

If Title I aides are required to take classes and/or inservice that fulfill a federal mandate, those employees shall receive financial assistance in the same manner as provided for Head Start/School Readiness/VPK employees.

ARTICLE XII. EMPLOYEE PERFORMANCE EVALUATION

Section 1. Annual Evaluation

- A. Evaluation of an ESP's performance is an administrative responsibility.
- B. Each employee shall be evaluated by the worksite supervisor or his administrative designee annually and when deemed necessary.
- C. All evaluations shall be in written form utilizing the format which has been mutually agreed upon by the parties. See Appendix C.
- D. The worksite supervisor (or administrator signing the evaluation) shall schedule a conference to review the evaluation with the employee.

Section 2. Notification

Within the first month of employment, each ESP will be provided with the following: (a) duty hours and work assignment, (b) copy of

ARTICLE XII. EMPLOYEE PERFORMANCE EVALUATION (Cont.)

status form which will contain information on pay grade, step, and pay rate, (c) an explanation of health insurance and other fringe benefits, (d) opportunity for orientation to work area, and (e) the name of:

- A. His immediate supervisor and/or worksite supervisor.
- B. Prior to the implementation of the evaluation process, all ESPs will be informed of the evaluation process and criteria for evaluation.

This notification may occur in new employee orientation.

Section 3. Probation.

- A. New employees shall be on probationary status pending fingerprint processing and completion of a criminal history investigation. Upon employment, all employees shall normally serve a six-month probationary period. During the probationary period, employees may be terminated with or without cause. For this article, six months is defined as the employee's normal work months. Time spent on leave of absence and/or unworked summer months is excluded.
- B. At the conclusion of the probationary period, an evaluation will be completed for each employee. If no evaluation is completed at the end of the probationary period, it will be assumed that the employee's performance is satisfactory. Employees who receive an overall "Satisfactory" rating in all categories will become regular employees. Employees who receive a "Needs Improvement" or "Unsatisfactory" in any category may have their probationary status extended for six months.
- C. Employees hired for specific time-limited positions shall not be eligible to receive credit toward regular employee status for service in the time-limited position.
- D. Ten-month employees on probationary status at the end of the school year must be informed by the last day of post-planning if they are not being rehired for the following year.

Section 4. Criterion

- A. The worksite supervisor is responsible for indicating the employee's effectiveness in meeting each criterion as follows:

Above Satisfactory	The criterion is above acceptable through exceptional (See 2 below).
Satisfactory	The criterion is attained and is acceptable (See 3 below).
Needs Improvement	The criterion is attained, but the quality is not consistently acceptable (See 1 below).
Not Satisfactory	The criterion is not attained (See 1 and 4 below).

ARTICLE XII. EMPLOYEE PERFORMANCE EVALUATION (Cont.)

B. Guides for Developing Supporting Statements:

1. A supporting statement is required whenever "Needs Improvement" or "Not Satisfactory" is checked. It should identify the recommended improvements and assistance that will be offered.
2. A supporting statement is recommended when "Above Satisfactory" performance has been deemed exceptional.
3. A supporting statement may be included for any other "Satisfactory" evaluation whenever the additional information is helpful in interpreting the evaluation.
4. Prior to checking "Not Satisfactory" on an employee's evaluation, the appropriate worksite supervisor will have informed the employee, at least thirty (30) days prior to the final evaluation, in writing of possible deficiencies and the manner in which these deficiencies can be remedied. Time and assistance will be provided to correct said deficiencies.
5. Salary Holdback, pursuant to Article XIX, Section 12, may be recommended by an administrator when two or more of factors numbered 1-4 on the ESP evaluation tool are deemed "Not Satisfactory" at final year end evaluation.

C. An overall rating of the ESP's performance which shall be reflective of the overall evaluation will be included on the evaluation instrument (Above Satisfactory, Satisfactory, Needs Improvement, Not Satisfactory).

D. The employee shall sign and date the written evaluation indicating that he has read the written evaluation and has had the opportunity to discuss the evaluation with the worksite supervisor. If the employee disagrees with his evaluation he may, within ten (10) working days, provide a written rebuttal to be attached to the evaluation. An employee shall not be requested nor required to sign a blank or incomplete evaluation form.

Section 5.

The Association and the Board agree to form a joint committee composed of two (2) representatives from the Association and two (2) representatives from the Board to review all aspects of the performance evaluation process. The committee will meet annually and make a recommendation to their respective bargaining team by April 1, each year.

ARTICLE XIII. DISCIPLINARY PROCEDURES

Section 1.

Disciplinary action shall be governed by the provisions of this contract.

ARTICLE XIII. DISCIPLINARY PROCEDURES (Cont.)

Section 2. Fact Finding

- A. Disciplinary actions may not be taken against an employee except for cause, and this must be substantiated by sufficient evidence which supports the recommended disciplinary action.

All facts pertaining to a disciplinary action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking the actions.

Nothing in the above will be considered as preventing the administrator from conducting an initial fact-finding conference or investigation to determine the facts in the case. In no circumstances shall an employee, who is subject to an investigation, be asked to provide a written statement or to sign a written statement without first being informed that he is entitled to representation. The employee shall be given sufficient time (24 hour notice) to arrange for representation.

Should the initial complaint or fact-finding conference warrant further action, the worksite supervisor will notify the involved ESP.

- B. Letters of reprimand may be removed, with Board approval, from an employee's Human Resources Division personnel file after a period of two years and placed in a separate file.

Section 3. Notification

- A. Any ESP who is suspended or discharged shall be notified in writing of the reason for such action.
- B. When an employee is involved in circumstances which he believes could lead to a written warning, written reprimand, suspension or dismissal, the employee may have Association representation at any conference between a worksite supervisor and the employee which relates to the matter. A worksite supervisor who is considering such disciplinary action against a member of the bargaining unit will give the employee written or telephonic notice, including the reasons for concern, no less than 24 hours prior to the conference. Such written notice will be hand delivered or sent by certified mail. The employee may be required to pick up the notice at the worksite. Telephone notice will be delivered verbatim from the written notice form and a copy forwarded to the Association via facsimile. Nothing in the above will be considered as preventing the worksite supervisor from conducting an initial fact-finding conference or investigation to determine the facts in the case. Should the initial complaint or fact-finding conference warrant further action, the worksite supervisor will notify the involved employee. As early as feasible after a complaint has been registered, the worksite supervisor will discuss the complaint with the employee.

Section 4. Review

- A. An employee against whom action is to be taken under this Article shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request.

ARTICLE XIII. DISCIPLINARY PROCEDURES (Cont.)

- B. The Board will provide the Association a copy of all correspondence from the Board to an ESP the Association is representing under the provisions of this Article. The Association will inform the Board, in writing, of its representation.
- C. Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts are reasonably related to the existing charge. All previous charges or actions must have been shared with the employee.

Section 5. Process

The discipline, dismissal, demotion, and suspension of any employee shall be for proper cause.

Where proper cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent of schools. Except in cases that constitute a real immediate danger to the district or other flagrant violation, progressive discipline shall be administered as follows:

1. Verbal reprimand: within 24 hours of a verbal reprimand, a written notation stating the reason for the verbal reprimand and the date of reprimand will be furnished to the employee and a copy shall be placed in his worksite file;
2. Written reprimand filed in Human Resources Division and worksite files;
3. Suspension with or without pay; and
4. Dismissal.

Section 6. Appeal

An ESP who desires to appeal disciplinary action taken or proposed shall use the grievance procedure.

Section 7. Results

- A. Notations for the record of oral reprimands at the worksite level may be removed after a period of one year and placed in a separate file.
- B. The placement of written reprimands in the official personnel file shall be in accordance with Article XVII of this contract. Any regular employee who is recommended for suspension or termination shall be afforded due process.
- C. The suspension of an ESP for any reason other than disciplinary shall be with pay.

Section 8. Inappropriate Disciplinary Action

- A. No employee shall have disciplinary action taken against him because of debt complaint, and the Employer shall not assist the creditor in collecting the debt, unless required by applicable state and/or federal statutes.
- B. Administrators shall not discipline employees in the presence of students, parents, or other employees. It is the responsibility

ARTICLE XIII. DISCIPLINARY PROCEDURES (Cont.)

of management to discipline employees when necessary. Administrators and employees shall adhere to the School Board Civility-Conduct policy.

- C. Administrative reassignments shall not be considered disciplinary actions.

ARTICLE XIV. LEAVES

Section 1. Procedure For Applying For Leave

- A. It is the employee's responsibility to complete the leave form appropriately so that the correct number of vacation hours/days is indicated on the request for vacation.
- B. Subject to the approval of the worksite supervisor or designee, an ESP may leave the worksite. Approval is required for each circumstance or situation. The worksite supervisor or designee will not unreasonably deny such a request. An ESP will use this privilege only in unusual circumstances, and shall be charged appropriate leave.
- C. Unless otherwise designated in the contract, all requests for leave, retirement and resignation will normally be initiated no later than July 1 if the leave, retirement or resignation is to be effective with the first semester and not later than November 1 if the leave, retirement or resignation is to be effective with the second semester.
- D. A worksite supervisor will not unreasonably delay responding to a leave request. The worksite supervisor will respond to such request within five working days of receipt of the written leave request.

Subject to approval of the worksite supervisor, vacations may be scheduled at any time during the fiscal year, except for critical times as determined by the Department. The parties recognize that job responsibilities will influence vacation schedules. If a disagreement arises over the granting of vacation leave when such leave was requested three months in advance, the ESP may inform the Superintendent or his designee who will have ten (10) days to review the situation and render his/her approval/ disapproval of the leave request in writing. The parties agree that the decision of the Superintendent or his designee will be final, binding, and not subject to arbitration. In situations where an employee has no sick leave available, requests vacation leave without at least five working days advance notice in an emergency situation, and such request is denied, the employee either may provide a doctor's statement and the leave will be granted or a tripartite review panel consisting of one person each chosen by the parties and a third person chosen by the representatives of the parties will review the matter and determine whether vacation leave should be granted. The decision of the tripartite panel will be binding on the parties.

When an ESP is requested to return to his worksite during approved leave or not allowed to take a previously approved leave, the ESP shall not be charged personal accrued leave time or accrued vacation leave time when requested to return to the worksite.

ARTICLE XIV. LEAVES (Cont.)

At least a 24-hour notice will be given to the ESP when requested to return to the worksite except in an emergency situation.

If an ESP cannot return because extenuating circumstances prevent his return, the employee shall not be penalized.

Section 2. Accrual of Leave

- A. An eligible employee will be credited four (4) days of sick leave as of the last day of the first month of employment each contract year. Additional sick leave days will be earned at the rate of one per month to a maximum equal to the number of months under contract.
- B. Sick leave may not be used until it is earned and credited to the employee. Sick leave will be credited at the end of the month in which it is earned. To receive sick leave, an employee must be employed at least half-time. Sick leave will be prorated based on the number of hours worked per day. Accrual and use of sick leave will be prorated to the nearest hour.
- C. Unused sick leave days accumulated by an employee prior to an approved leave of absence will be credited to the employee upon his return from leave.

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 his spouse; the spouse of any child or stepchild of the employee; the brother or sister of the employee or his spouse; the aunt or uncle of the employee or his 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. 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 his supervisor or his designee at least twenty-four (24) hours prior to taking such leave. 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 F-CAT testing.
- C. The total unused portion of the annual sick leave allowance will be permitted to accumulate.
- D. A district employee may authorize transfer to his 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 he has exhausted all of his 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.

ARTICLE XIV. LEAVES (Cont.)

Section 4. Maternity/Child Rearing

- A. An employee may continue to work during her pregnancy, provided she is able to perform her normal work duties.
- B. As may be required for other illness or injury, the Superintendent or his 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.
- 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.
- E. Sick leave may be used for purposes of adoption, but will normally be granted to only one parent at a time per adoption.

Section 5. Military

- A. An ESP who volunteers for military service or who is drafted will be eligible for military leave. Military leave will be granted for a period not to exceed four (4) school years. An employee on military leave who desires to return to the system must notify the Superintendent in writing within thirty (30) days of discharge from active duty.
- B. Employees will be entitled to military leave without loss of pay or leave for up to seventeen calendar days per year in order to participate in required training exercises by Reserve or National Guard units. In the event of a formal call-up, an employee who is a member of the reserve component of the Armed Forces of the United States or the Florida National Guard will be granted leave without pay for the period of required duty.

Section 6. Illness-In-Line-Of-Duty

An employee who is absent from work because of personal injury received in the discharge of his duties or because of a communicable disease contracted in the course of employment, shall be entitled to illness-in-line-of-duty leave with pay for a period of ten days per year. Requests for additional illness-in-the-line-of-duty leave with pay will be considered by the Board on an individual basis. Such leave will not be unreasonably denied. Employees will be covered by the workers' compensation insurance carried by the Board. Employees unable to resume normal duties due to illness-in-line-of-duty will be assisted by the Board for placement and/or rehabilitation.

An employee on illness-in-the-line-of-duty leave will continue to accrue experience for purposes of the salary schedule and shall be credited with a day's experience for every day that employee is on illness-in-the-line-of-duty leave. This change shall be retroactive to the 1990-91 fiscal year. For a period not to exceed one (1) year per illness or injury, the Board will contribute sufficient funds to the Florida Retirement System so as to provide a day of experience in the retirement system for every day, up to one (1) year, the employee is on illness-in-the-line-of-duty leave.

ARTICLE XIV. LEAVES (Cont.)

The Board will continue its current practice of supplementing workers' compensation pay for an individual for a period not to exceed one (1) year per illness or injury. After one year, the employee may utilize accrued sick leave in conjunction with the workers' compensation in order to assure that the employee's take-home pay will not be reduced during the time he is on illness-in-the-line-of-duty leave.

The Board will provide individual health and life insurance coverage for an employee on illness-in-the-line-of-duty leave at no cost to the employee.

Section 7. Jury Duty

When required to report for jury duty, or for litigation arising out of the discharge of his duties, or when subpoenaed as a witness, not involving his personal litigation, an employee will be granted the appropriate leave with pay. Such leave will be granted to a maximum of fifteen (15) days. If necessary, additional leave with pay may be approved by the Board. When appearances are required for situations other than those listed above, the Board will grant personal leave without pay. The employee may, in all cases, retain any payment received for such duty.

Section 8. Extended Leave

- A. Professional leave without pay on an extended basis may be granted to employees with three or more years of continuous service, including approved leaves of absence, for the purpose of: advanced schooling, Board approved additional training, educational travel, research, program development or publication. In such cases, the employee will submit an outline of the planned activity. Such leave will normally be for no more than one school year, but may be extended upon request. Such leave will not be available for the purpose of accepting full-time employment. When possible, request for such leave shall be initiated no later than July 1.
- B. Employees are entitled to personal leave without pay for health reasons. Such leave will normally be for no longer than one school year but may be extended upon request. Requests for extension will normally be on a semester basis. Upon request, an employee whose reason for extended personal leave without pay is job related may continue on leave beyond normal limits for the purpose of maintaining his right to purchase health insurance at group rates. A physician's statement may be required for approval of personal leave without pay for health reasons.
- C. An employee requesting an extended personal leave without pay shall file a written request with his worksite supervisor or designee. Such a request will not be unreasonably made or unreasonably denied, such leave will not be for the purpose of accepting other employment.

If need for leave no longer exists, an employee may request to return to his normal duties upon giving his worksite supervisor or designee at least ten (10) days notice. If ESP's current position is not available, an ESP may be placed in another vacant position for which he is qualified until said position is vacated.

Employees on extended unpaid personal leave shall notify the Human Resources Division on or before March 1 of their intent for the coming year.

ARTICLE XIV. LEAVES (Cont.)

- D. An employee returning from leave or extended leave will be given a position, if desired, in the same location to which he was previously assigned if a vacancy exists for which the employee is qualified. If no vacancy exists, he will be assigned to a comparable position within the district.
- E. Replacement of personnel taking leaves of absence for one (1) year or less will normally be done by temporary appointment. Personnel employed under temporary appointment will be made aware of the temporary nature of their appointment prior to their acceptance of the position.
- F. Employees returning from leaves of absence will retain full credit for years of service prior to their leave.

Section 9. Political Office

A leave of absence without pay for a period of six weeks will be granted to an employee, upon request, for the purpose of campaigning for his personal election to public office. An employee elected or appointed to public political office will be granted, upon request, a leave of absence without pay for additional time to serve one full term in office.

Section 10. Temporary Duty Elsewhere

- A. Temporary duty elsewhere leave may be granted by the Board for an employee to attend professional meetings, conferences, workshops, or other such meetings outside the county. Such leave will be related to improvement of job performance and will normally be with pay and may include per diem.
- B. Temporary duty elsewhere leave may be granted employees for the purpose of presenting at professional meetings, conferences, convocations. Such leave will be related to the employee's area of responsibility and will normally be with pay and may include per diem.
- C. In-county assignment leave with pay will be granted to employees participating in the following types of activities:
district-sponsored program reviews, Board committee meetings, and district level or supervisory job interviews including school administration.

Section 11. Sick Leave Bank

- A. The parties agree to establish a Non-Instructional Sick Leave Bank in accordance with the conditions described below.
- B. Any person employed one-half time or greater will be eligible to join the Sick Leave Bank after one year of employment in the district. An employee must have been a member of the Sick Leave Bank for a minimum of one year to be eligible to receive sick leave bank benefits.
- C. The purpose of the Sick Leave Bank will be to protect its members from personal catastrophic illness, accident, or injury. Catastrophic is defined as an accident or illness that is sudden, unexpected, and of severe consequences to the employee. It is a life-threatening injury or illness of an employee which totally incapacitates the employee and keeps him/her from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that

ARTICLE XIV. LEAVES (Cont.)

employee, resulting in the loss of compensation to the employee. Conditions that are short-term in nature, including, but not limited to, common illnesses and common injuries such as common broken arm, common knee surgery, common hysterectomy, will not be considered catastrophic. Chronic illnesses or injuries, such as cancer or major surgery with complications which are long-term in nature and require long recuperation periods, may be considered catastrophic.

- D. The Sick Leave Bank committee will be formed consisting of three (3) ESPs and one alternate appointed by the Association and three (3) members and one alternate appointed by the Superintendent or designee. Membership terms will be staggered. The committee shall determine how many days, if any, a member may receive from the Sick Leave Bank. The committee will utilize the guidelines and procedures developed by the Sick Leave Bank Guidelines Committee for considering applications for use of the Sick Leave Bank including, but not limited to:
1. a standard application form;
 2. provision for medical documentation of need;
 3. provision for monitoring eligibility of an employee;
 4. provision for monitoring of days in the Bank and determination of when a replenishing of the Bank may be needed;
 5. provision of standard forms for participation in or withdrawal from the Bank by an employee;
 6. provision for investigation of possible abuse of the Bank;
 7. provision for furnishing the parties with status reports on the condition of the Bank at least quarterly; and
 8. provision concerning the confidentiality of the medical documentation as required by law.
- E. Changes in procedures for administration of the Sick Leave Bank will be subject to approval of the Association and the Board's representative.
- F. Participation in the Sick Leave Bank will be voluntary and will be indicated on a standard form as provided for above.
- G. The maximum contribution to the Sick Leave Bank by an individual will be one day per year except as needed to replenish the Bank. Should the Bank need replenishment, an additional day(s) may be assessed of persons desiring to continue participation. Employees without sick leave days may continue to be members of the Bank by pledging the next day of sick leave earned.
- H. Any eligible employee may join the Sick Leave Bank by donating one day of his accumulated sick leave days, provided the employee has a minimum of four sick leave days accumulated prior to participation.

ARTICLE XIV. LEAVES (Cont.)

- I. Eligibility for participation in the Sick Leave Bank will be open during Open Enrollment.
- J. Use of days from the Bank will be subject to the following conditions:
 - 1. The claim must be based on a personal and catastrophic illness, injury, or accident;
 - 2. Prior to eligibility, an employee must exhaust all accumulated sick and vacation leave except for the ten days required for mandatory closing/breaks during the year;
 - 3. An employee is eligible to receive a maximum of one hundred (100) days from the Bank during his/her employment with the School Board. Days will be allocated in increments of up to 25 in the event the employee does not need the maximum. To receive additional days after the first allocation, a note from the treating physician stating the need still exists must be submitted;
 - 4. An employee otherwise eligible for full disability retirement will not utilize the Sick Leave Bank.
- K. Allegations of abuse of the Sick Leave Bank will be investigated by the committee, which will submit a report of its investigation to the Board and the Association, including a recommendation for appropriate action, if any. The Board will consider the report and recommendations prior to taking such action on the matter as it deems proper.
- L. A denial of an employee's application is binding and cannot be appealed; however, an applicant may reapply at a future date.

Section 12. Professional Leave

During the normal work year, an employee may be granted professional leave without pay for up to four (4) days when attendance and/or travel is required for maintaining, licensing, and/or updating certification. Such leave will be requested in writing in advance with a description of the circumstances.

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.

Section 14. Sabbatical Leave.

The parties agree sabbatical leaves may be approved in accordance with the conditions described in Appendix F, if funding is available.

ARTICLE XIV. LEAVES (Cont.)

Section 15. Volunteer Emergency Leave

If an employee provides proof of registration in a bona fide volunteer program which is organized to provide volunteer emergency assistance, the employee may be eligible for Volunteer Emergency Leave in the event of a formal call-up subject to the following provisions:

- A. The employee shall be allowed to use vacation, personal leave, unpaid leave or a combination of such leaves up to a maximum of fifteen (15) days annually of which a maximum of five (5) days may be used per occurrence unless extended by mutual agreement of the employee and his supervisor.
- B. Such Emergency Leave shall be granted only if the employee has notified his supervisor or designee of membership in the Volunteer Organization and of the possible situations under which formal call-ups may occur.
- C. Prior to taking such a leave, the employee shall immediately contact his supervisor to inform him of the call-up and to provide an estimated length of leave. If requested, the employee will provide documentation of the call-up.
- D. The employee may be denied such leave by the supervisor if his absence would create an adverse effect upon continuation or completion of needed services in the district or if a similar emergency could be anticipated for the district.
- E. In no case may Emergency Leave be utilized if an employee is paid for services provided as a member of the Volunteer Organization.

ARTICLE XV. TRANSFERS/VACANCIES/RESIGNATIONS

Section 1. Application

ESP employees may apply for transfer at any time. Reasons for the request need not be given.

Section 2. Vacancy, Specific

If transfer requests are made for a specific vacancy in a given school/worksites by an employee with no significant deficiencies on his most recent assessment, the Human Resources Division will check qualifications and forward all requests of employees to the worksite supervisor. The worksite supervisor will give priority consideration to those employees making such requests. Employees will be notified of acceptance or rejection within seven (7) days of the worksite supervisor's decision. No employee will be hired to fill a specific vacancy until employees requesting transfer to the position have received priority consideration.

Section 3. Vacancy, Notice

Notice of ESP vacancies, including work location, which occur during the year will be posted on the Alachua County Public Schools' internet web site for no less than five (5) days prior to the position being filled on a permanent basis. Each worksite shall print and post the job vacancy summary sheet from the Alachua County Public Schools' internet web site weekly (this summary includes the job opening and location). Employees may apply for transfer to be effective during

ARTICLE XV. TRANSFERS/VACANCIES/RESIGNATIONS (Cont.)

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.

Section 4. Resignation, Notice

- A. Employees will not normally vacate a position without adequate notice.
- B. Any ESP who resigns from his position prior to the end of his normal work year shall be released from employment by the Board without prejudice provided that said ESP has given written notice of such intent at least ten working days prior to the termination date. An ESP may be permitted to withdraw a written resignation with the approval of the Superintendent or designee. If an ESP wishes to have a conference with the worksite supervisor or designee concerning the resignation after its submission, the worksite supervisor or designee will hold such a conference. The ESP will have seven (7) days after his resignation is submitted by the worksite supervisor or designee to the School Board office in which to request the withdrawal of resignation.

Section 5. Transfer Request

All requests for transfer will be initiated through the Human Resources Division. Appropriate qualifications, assessment requirements, seniority and program needs at both worksites will be considered in transfer requests.

Section 6. Priority Consideration

Currently employed Education Support Professionals will be given priority consideration in the filling of new positions or vacancies.

Section 7. Posting

Employees may apply for transfer to a newly created position or a vacancy as soon as posting occurs.

Section 8. Rejection

Rejection of transfer applications will not be made for punitive reasons.

Section 9. Non-Discrimination

Employees requesting a transfer will not be discriminated against in regard to extended school year employment.

Section 10. Extended School Year

Extended school year appointments for paraprofessionals will be recommended by the worksite supervisor. The worksite supervisor will

ARTICLE XV. TRANSFERS/VACANCIES/RESIGNATIONS (Cont.)

give first consideration to properly qualified paraprofessionals who have experience and who may be employed at his worksite for the coming year.

If extended school year positions are available after all qualified applicants within the bargaining unit having experience have been considered, those vacancies will be offered to other paraprofessionals in the bargaining unit. If no qualified paraprofessionals are available from within the bargaining unit, individuals from outside the bargaining unit may be employed.

For the purpose of extended school year employment eligibility, employees receiving a transfer will be considered a member of the worksite from which they are transferring.

Extended school year positions to be filled from within the staff of the school will not be considered as vacancies.

Announcement of extended school year program dates and tentative positions will be posted in each worksite, the district office and given to the Association. This should occur immediately after non-instructional positions for the extended school year program are allocated.

Any ESP who is selected to work during the extended school year program shall be informed by the worksite supervisor or designee of the tentative position. Finalization of ESP employment will be dependent on student enrollment. The ESP days, working hours, hourly rate of pay, and scheduled pay dates will be provided to the ESP on or before the ESP's last work day, if known.

Section 11. Extra Duty

No employee may be required to accept employment beyond the normal period of employment.

Any ESP choosing not to accept such assignment shall not be penalized.

Section 12. New Part-Time Positions

The Board agrees that it will not fill new part-time positions until qualified, currently employed part-time employees have been notified of the new position and allowed to apply. Current procedures for posting vacancies will satisfy this notification requirement. When qualifications are substantially equal and when work schedules and program needs allow, currently employed part-time Education Support Professionals will be given preference in hiring over applicants not currently employed.

ARTICLE XVI. ASSIGNMENTS/REASSIGNMENTS

Section 1. Superintendent Assignment/Reassignment

The Superintendent will make personnel assignments and reassignments within the district with the approval of the Board. Vacant positions may be filled by transfer when such transfers meet program needs.

Section 2. Notice and Change

The Superintendent or his designee will discuss a change in assignment with the employee(s) directly involved. When an assignment

ARTICLE XVI. ASSIGNMENTS/REASSIGNMENTS (Cont.)

involves moving from one worksite to another, ten (10) days written notice will be given to the employee(s) involved. Such written notice may be waived in the event of an emergency.

Section 3. Non-Punitive

Reassignments will not be made for punitive reasons.

Section 4. Professional

Reassignments will be handled in a professional manner.

Section 5. Qualifications/Experience

Reasonable efforts will be made to assign each employee within the scope of his qualifications and experience.

Section 6. Consultation

Changes in work assignments within the regular school year may be made after consulting with the employee(s) involved and soliciting alternative solutions to the problem.

Section 7. Reduction In Workforce

- A. In case of staff reduction at a worksite, reassignment of ESPs to another worksite will be considered prior to lay-offs. The ESP with the least amount of continuing service in the job classification at the worksite shall be reassigned first, unless the administration determines he has needed skills or qualifications not possessed by a more senior ESP.
- B. Transfer requests will be considered prior to such reassignments.
- C. If the Board, in exercising its right to set standards of service in the school system, takes action to reduce staff within particular job classifications, the following provision shall apply:
 - 1. The employee with the least amount of continuing service in the Alachua County school system shall be laid off unless the administration determines he has needed skills or qualifications not possessed by a more senior employee.
 - 2. Normal attrition, voluntary retirements, and voluntary leaves of absence will be considered prior to an employee being laid off.

Section 8. Recall Procedure

- A. Laid off ESPs shall be recalled to their job classification in inverse order of layoff when they are needed again, up to ninety (90) days following the layoff.
- B. A districtwide recall list by job classification shall be maintained. Positions within the ESP job classification shall be offered to laid-off employees regardless of where they occur in the district, except that no school or department shall be required to fill more than 50% of its vacant positions by job classification from recall lists. The Union shall be provided a copy of the recall list. This list shall be updated monthly.

ARTICLE XVI. ASSIGNMENTS/REASSIGNMENTS (Cont.)

- C. It shall be the responsibility of each laid off ESP to provide the Board with a telephone number and mailing address at which he can be reached or at which a message may be left during working hours. Telephone calls for the purpose of recalling ESPs shall normally be made Monday through Friday 8:00 a.m. to 5:00 p.m., when the district office, designee or worksite is in normal operation, based on the 252-day work year.
- D. When an ESP on layoff is offered employment of the same or similar type as that performed by him prior to layoff and it is refused, the Board has no further obligation to offer other employment to the -ESP. He shall lose all further recall rights.
- E. ESPs recalled to work shall report to work at the time specified by the Board or notify the Board's designee at least 48 hours prior to the time directed to report if unable to do so because of an illness or other valid reason. Failure to report to work shall be considered as having resigned.
- F. New applicants will not be hired until a good faith effort to rehire laid-off employees with seniority in the same job classification has been made, unless such laid-off employees lack the ability to satisfactorily perform the available work, and the new employee has such ability.

ARTICLE XVII. PERSONNEL RECORD/FILE

Section 1. Personnel File

There shall be only two personnel files for ESPs. One shall be maintained at the Human Resources Division office of the Alachua County School Board and the other at the employee's worksite. No copies of the official personnel file shall be made except that which is copied by request of the employee or required by the Board.

An employee may request, through his immediate supervisor, access to his worksite file. Upon prior notification to the Human Resources Division, an ESP will be permitted to examine his personnel file.

Except for material pertaining directly to the work performance or such other matters that may be cause for discipline, no material derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. Material relating to work performance, discipline, suspension, or dismissal must be reduced to writing within forty-five (45) days of the time the worksite supervisor becomes aware of the incident, and may be maintained only if it is signed by a person competent to know the facts or make the judgment, and only if the employee has been given the opportunity to read the material. The employee shall be sent a copy of such material by certified mail to his address of record or shall be given an actual copy of the material to be filed. If the employee receives said copy, he shall indicate that such material has been read by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within forty-five (45) days of the time the worksite supervisor becomes aware of the incident may not be added to the file.

ARTICLE XVII. PERSONNEL RECORD/FILE (Cont.)

The employee shall have the right to answer in writing any material now on file as well as any material filed hereafter, and the answer shall be attached to the file copy. No anonymous letter or materials shall be placed in the employee file.

Upon request, an ESP or his duly authorized designee will be permitted to examine his personnel file. It shall be indicated in writing that said file has been examined.

The personnel file of each employee shall be open to inspection as authorized by State statute.

Notification: Any employee whose personnel file has been inspected by anyone outside the scope of authority as defined in Florida Statutes, Section 1012.31, without the employee's knowledge or permission shall be notified within forty-eight (48) hours as to who requested and observed the file and the purpose of such request, if known.

Section 2. Complaint

When a written complaint concerning an employee's conduct and/or performance is made by the parent of a student or any other member of the public, the worksite supervisor shall attempt to resolve the complaint with the complaining party and consult with the employee involved. As early as feasible after a complaint has been registered, the worksite supervisor will discuss the complaint with the ESP.

The identity of anyone submitting a written complaint about an employee will be made known to the employee. The employee who is the subject of the complaint will react in a professional manner towards the complainant, a student or any other person as a result of the complaint.

ARTICLE XVIII. RESTRUCTURING/STAFF DEVELOPMENT

Section 1. Process

The Board and the Association agree that voluntary school center restructuring is an ongoing process whereby teams of educational personnel, parents, and students (where deemed appropriate) use their unique abilities to benefit all students.

Section 2. Approval

When a school restructuring plan is developed at a school center, the principal, faculty members, and parent representatives of that school center will jointly request that the Board and the Association approve the school's restructuring plan. The President of the Association and the Superintendent must concur in the request.

Section 3. Employee Participation

A School Site Restructuring Plan proposal should include as one of its components a formal description which ensures educational personnel the opportunity to fully participate in decisions which affect their professional status.

ARTICLE XVIII. RESTRUCTURING/STAFF DEVELOPMENT (Cont.)

Section 4. Waiver

Any request for a waiver of provisions of the Department of Education Rules, School Board Policy, or the Collective Bargaining Agreement between the Association and the Board shall be submitted in writing to the Superintendent or his designee and the President of the Association for disposition. Such a request must be part of a School Site Restructuring Program and must be mutually agreed upon by the Association's Executive Board and the School Board for the waiver request to be granted or further pursued.

Section 5. Training

The Board and ACEA will cooperatively develop a comprehensive training program for ESPs, including an entry level component.

Section 6. Professional Development

The Board will continue to promote appropriate educational programs for purposes of maintaining and improving the skills of Education Support Professionals. ESPs will be involved in selecting inservice needs in their area.

ESPs may participate in appropriate Professional Development Council programs that are offered to instructional personnel. When ESPs request to participate in any given program(s), such request will not be unreasonably made or unreasonably denied. The Worksite supervisor or his designee will not unreasonably delay in responding to such request.

Section 7. Council Appointment

- A. The Association will provide the Board with a list of teachers and Education Support Professionals qualified to serve on the Professional Development Council (CREATE), from which the Board will appoint teacher and education support council members. The initial list will be given to the Board by the Association no later than July 20 of each year so appointments can be made by the Board on or before September 1. If vacancies occur, the Association will submit name(s) to fill the vacancy(ies).
- B. The term of office of each Council member will be not more than three years.
- C. The Professional Development Council (CREATE) will plan and make recommendations to the Board regarding in-service programs of the district, based on the expressed needs of teachers and Education Support Professionals. The recommendations will also include consideration of available funding.

ARTICLE XIX. COMPENSATION

Section 1. Insurance

All pertinent sections of the instructional unit's collective bargaining agreement dealing with insurance and the Insurance Committee shall apply to this Agreement.

ARTICLE XIX. COMPENSATION (Cont.)

Section 2. Extra Duty/Mileage

- A. No ESP shall be required to attend staff meetings, parent-ESP conferences, or other work-related activities during his off-duty time without additional compensation.
- B. All ESPs assigned to work at more than one worksite shall have one worksite designated as a home-base worksite. When technically feasible, such ESPs shall receive their salary warrants at the home-base worksite.
- C. The Board agrees to reimburse employees who are, as part of their assignment, required to pay parking fees such as at Shands Teaching Hospital. When employees are assigned to a work location without free parking within a reasonable distance, such as Shands Teaching Hospital, the Board will reimburse the employee for the actual cost of the parking or for an appropriate parking decal. Employees will discuss the cost of the decal with their immediate supervisor prior to purchasing the decal.
- D. Upon proper verification, those employees who are required in the course of their regularly assigned duties to use their own vehicle to travel on official Board business shall be paid mileage. Such reimbursement shall be paid monthly.
- E. In the event an ESP substitutes for an absent teacher, the ESP shall be paid a \$25.00 per day supplement (the amount may be prorated if less than a day) in addition to his regular salary. An ESP has the right to refuse to substitute; such refusal will not reflect negatively upon the ESP.

Substitutes may be provided when members of the bargaining unit are absent, if qualified substitutes are available.

- F. In the absence of instructional personnel, the ESP will normally not be used as a substitute teacher for an extended period of time. Extended period of time in this instance shall mean not more than approximately fifty-five (55) minutes of the ESP work day. The parties recognize that when substitutes are not readily available, this time may be extended.

Good faith efforts will be made to secure substitutes at the time when it is known that instructional personnel will be absent from the worksite.

- G. Employees may, at the discretion of the appropriate supervisor, be offered employment opportunities beyond the regular school year, not addressed elsewhere in this contract.
- H. Any ESP assigned to work at more than one worksite on the same day shall be reimbursed for mileage between the home base worksite and other assigned worksite at the rate established for payment of mileage. Travel time as assigned between worksite shall not be construed as lunch time.

ARTICLE XIX. COMPENSATION (Cont.)

Section 3. Reclassification

The Classification/Compensation Committee shall be composed of six members, one half of which will be appointed by the Superintendent or designee and one-half will be appointed by the Alachua County Education Association (ACEA).

The Classification/Compensation Committee should meet quarterly, or as needed, to review new position assignments and existing position reassignments, new jobs, jobs with changing duties and responsibilities and jobs which are believed to be inappropriately classified. Additional adjustments may be recommended by the Committee to maintain internal equity and/or external competitiveness.

The Committee should discuss and then vote on each job classification factor relative to a classification/reclassification request.

All recommendations shall be forwarded to the Superintendent for review and approval after the cost of the recommendation has been determined by the Finance Department. If the Superintendent rejects or changes the recommendation of the Classification Compensation Committee, the committee shall be notified in writing of the reasons for the Superintendent's decision.

Section 4. Vacation Leave

Vacation leave is accrued at a rate of two days per calendar month. Vacation leave is credited the last day of each month.

Any new employee or present employee who becomes eligible for vacation leave will earn a full month credit if he is employed for eleven days or more. When an employee is released or resigns, he will be paid for vacation time accumulated through the end of the last full month worked but not including the last partial month worked. The Board may schedule up to ten days per year.

Accrued vacation pay is paid on the last day of the last month worked at 100 percent of pay. Maximum accrued vacation leave is 700 hours on December 31. All vacation leave over 700 hours is deleted on January 1 each year. Vacation leave is accrued by 12-month (252-day) employees only. Part-time 12-month employees accrue pro rata. Upon death of an employee, vacation pay is paid to beneficiary or employee's estate.

Section 5. Sick Leave

Accrued sick leave is paid on the last day of the month following the month in which employee retires. Terminal pay for accumulated sick leave will be granted to an employee at retirement or to his 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%

ARTICLE XIX. COMPENSATION (Cont.)

Section 6. Salary Adjustments

Adjustments to salary will be made within thirty (30) days of appropriate verification of the completion of requirements for such adjustments. Payment may be retroactive during the current year to the date the requirements were fulfilled. Employees applying for adjustments will be responsible for providing appropriate documentation to the Board.

Section 7. Retirement/Terminal Pay

- A. The parties agree to continue the existing early retirement plan based on a minimum of 55 years of age and 25 years of experience in the Florida Retirement System. To be eligible for early retirement, the five years immediately preceding retirement must be as an employee of the School Board of Alachua County. Board-approved leave may be included as part of the five-year requirement.
- B. For purposes of terminal pay for accrued sick leave and accrued vacation pay paid at retirement, or upon death of the employee, the daily rate of pay until June 30, 1994 will be computed by dividing the total salary, including degree supplements, by the number of days the employee must be on the job to earn the annual salary for the year.
- C. Payouts for leave accrued between July 1, 1994 and February 1, 1996, shall be calculated in the same manner except that the percentage of daily rate shall be equal to that of a retiring teacher on a standard ten-month contract during that period. Rates for payouts for leave accrued after February 1, 1996, shall be determined by using the actual hourly rate earned by the employee at the time of retirement. Use of accrued leave shall be on a "last-in, first-out" basis.
- D. For employees hired on or after July 1, 1995, terminal pay for accrued vacation leave may not exceed a maximum of 60 days of actual payment.

Section 8. Payroll Options

- A. Employees will receive salary and supplement payments in semimonthly installments except as noted in the Salary Schedule Footnotes. The final paycheck for the regular school year shall be available on or before June 15.
- B. Upon written authorization from an employee, the Board will provide up to two payroll deductions on employee payroll checks for economic services programs sponsored by the Association. One is for Association dues. The Association will hold the Board harmless in any matter dealing with such deductions and will, upon request, provide the Board information concerning the economic services programs.

ARTICLE XIX. COMPENSATION (Cont.)

- C. Employees will be provided the opportunity for concurrent participation in more than one tax-deferred annuity program.
- D. Currently employed ESPs will be provided the opportunity for direct deposit of regular payroll checks.
- E. All ESPs hired after September 1, 2005, must utilize direct deposit of regular payroll checks.
- F. It is the intent of the Board that all employees' payroll check stubs accurately reflect the correct information. Should an employee receive an overpayment or underpayment, the Board will notify the employee immediately, in writing, of such overpayment or underpayment; should an employee discover an overpayment or underpayment, the employee will notify the Board, in writing. The Board shall respond to such notice within five workdays.

In all instances of overpayment, the Board will work with the employee to develop a reasonable schedule of repayment. Underpayments will be reimbursed to the employee no later than the next regular paycheck.

- G. Employees will receive an estimate of accumulated sick leave each month. The estimate will appear on or accompany an employee's payroll check.

Section 9. Extra Duty

- A. Employees may receive a true supplement for any agreed-upon extra duties assigned during the employees' normal work hours or for any agreed-upon degrees, training, etc. possessed by the employee.
- B. Employees receiving extra pay for additional duties assigned after the employees' normal work hours shall be paid in accordance with Fair Labor Standards.
- C. For the purposes of computing extra pay for additional duties, the work week is 40 hours.
- D. Employees receiving extra pay for additional duties will be provided a copy of the form describing the job responsibilities and the total amount of compensation that can be earned for those duties.
- E. Should an employee resign or otherwise be unable to complete the duties for which he/she agreed to receive extra pay, the total amount available for the duties/time assigned, will be prorated on an equitable basis. If a disagreement arises over the proration which cannot be resolved and the employee requests a review, a tripartite review panel consisting of one person each chosen by the ACEA and the Superintendent and a third person who is assigned the same duties for the same amount of extra pay, will review the matter and determine an equitable resolution for proration which will be binding on both parties.

ARTICLE XIX. COMPENSATION (Cont.)

- F. Extra pay for extra duties will be paid two times per year if the duties are assigned over the course of the year or in a lump sum at the conclusion of the duties, at the request of the employee.
- G. Qualified applicants from a given worksite will receive first consideration for being assigned extra duties for extra pay at a worksite.

Section 10. Personal Leave Buy Back

An ESP who

- (a) uses no more than seven (7) days combined sick leave/personal leave in a year, of which no more than three (3) days may be personal leave in one year may elect to be compensated for up to two personal leave days at 80% of the employee's daily rate of pay; or
- (b) uses no more than five (5) days combined sick leave/personal leave in a year, of which no more than two (2) days may be personal leave, in one school year may elect to be compensated for up to four (4) personal leave days at 80% of the employee's daily rate of pay.

Such compensated-for days will be deducted from the employee's sick leave accrual. To qualify, an employee must submit such a request in writing no later than May 1. Contribution to the Sick Leave Bank will not be included for purposes of this section.

Section 11. Past Practice

Effective with the ratification of this Agreement by both Parties, the Parties agree to continue past practices, terms, and conditions of employment unless said practices, terms, and conditions of employment have been altered or changed by provisions of this agreement.

Section 12. Salary Holdback

- A. Salary increases are not automatic. Increases are based on the worksite supervisor's recommendation.
- B. Denial of salary increase is not a routine measure. Any employee recommended for salary holdback will be notified through his final evaluation no later than May 31. The final evaluation must have the supporting interim evaluation(s) attached. The worksite administrator shall submit the complete evaluation(s) packet to the Assistant Superintendent for Human Resources for processing no later than June 15.
- C. An employee denied salary increase may apply for reevaluation at midyear the next year. An acceptable rating at midyear may warrant restoration of the salary increase at midyear.

ARTICLE XIX. COMPENSATION (Cont.)

Section 13. Paid Holidays

ESPs currently receiving paid holidays shall continue receiving paid holidays. All ESPs shall receive six (6) paid holidays if they work a full year in their position. Those ESPs who work less than a full year shall receive the paid holidays that fall within their period of employment.

Bargaining unit employees shall be entitled to the following six (6) paid Holidays:

- Labor Day.....For ten (10) and twelve (12) month
- Thanksgiving.....For ten (10) and twelve (12) month
- Christmas Day.....For ten (10) and twelve (12) month
- Martin Luther King BD..For ten (10) and twelve (12) month
- Presidents' Day.....For ten (10) and twelve (12) month
- Memorial Day.....For ten (10) and twelve (12) month

An ESP must be regularly employed at the close of the payroll period during which these holidays would fall to be eligible to receive these paid holidays. When a holiday falls within an employee's approved vacation, the employee will not be charged a vacation day.

Section 14. Uniforms

The Board shall not require an employee to wear a uniform unless the uniform is provided by the Board. In the context of this section, provided articles of clothing for men will mean shirt and slacks; for women it will mean either a dress or shirt and slacks or skirt.

Section 15. Civil Defense

If civil action(s) is brought against an ESP for acts or omissions arising out of and in the scope of his employment or function, the Board may provide legal defense for the ESP. The ESP will be obligated to request such a defense from the Board and will waive any claim to costs (including legal fees) unless such a request is made and the Board declines to provide the service. An employee acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and/or willful disregard of human rights, safety, or property, will have no claim to Board-provided defense.

In the event the Board fails to provide such legal service, the Board will provide for reimbursement of reasonable expenses for legal services for ESPs who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities upon successful defense of the ESP. However, in any case in which the ESP pleads guilty or nolo contendere, or is found guilty of any such action, the ESP will reimburse the Board for any legal services which the Board may have supplied.

Section 16. Replacement, Personal Property

- A. The Board shall replace or repair broken and/or stolen tools belonging to employees who are required to furnish tools as a condition of employment with tools meeting the same specifications as the broken or stolen tools. Such tools must

ARTICLE XIX. COMPENSATION (Cont.)

have been inventoried by the worksite supervisor and must have been broken or stolen while being stored or used on Board property. A police report is required for stolen property and a broken tool must be shown to the worksite supervisor prior to authorization for replacement. Each broken tool may be replaced no more than once a school year. Each employee's broken tool replacement allowance will not exceed \$1,000 per school year.

- B. When, as a result of a physical altercation in the performance of his normal duties, damage is incurred to an ESP's personal property, the ESP may submit a claim to the Risk Management Department. Notification of such damage must have been made to the worksite supervisor within 24 hours of the incident. A written description of the altercation from the worksite supervisor must accompany such claim. Cost estimates of said claim must accompany the claim.

Section 17. Athletic Passes

Employees may apply for and will receive a complimentary pass for the employee only to attend regular season home athletic events for one school of their choice annually. Passes will be available at the county office and will be issued by the district's athletic director. The pass will not be valid for any Florida Athletic Association play-off game.