

**THE SCHOOL BOARD OF POLK COUNTY,
FLORIDA and the
POLK EDUCATION ASSOCIATION, INC.**

PARAEDUCATOR

COLLECTIVE BARGAINING AGREEMENT

July 1, 2022 - June 30, 2025

Ratification of Unit- June 16, 2022

Board Approved- July 12, 2022

*This Contract is negotiated on your behalf by the
Polk Education Association*

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PREAMBLE

THIS CONTRACT, made and entered into by and between THE SCHOOL BOARD OF POLK COUNTY, FLORIDA, hereinafter referred to as the "BOARD" and the POLK EDUCATION ASSOCIATION, INC. (an affiliate of the Florida Education Association, the National Education Association, and the American Federation of Teachers), as representative of the Paraeducator personnel employed by the School Board of Polk County, Florida, and included in the bargaining unit certified by the Public Employees Relations Commission, hereinafter referred to as the "ASSOCIATION",

WITNESSETH:

WHEREAS, the Association recognized that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, including disciplinary action, subject to the provisions of this agreement in dealing with Paraeducator personnel, and WHEREAS, the Board and Association have agreed to negotiate in good faith with respect to the determination of all terms and conditions of employment, and now, having reached agreement on same, desire to execute this contract covering such agreement, and

WHEREAS, the parties, following extended deliberate negotiations, have reached certain understandings which they desire to confirm in the agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I. RECOGNITION

The School Board of Polk County, Florida (hereinafter referred to as the Board) recognizes the Polk Education Association, Inc. (hereinafter referred to as the Association), affiliate of FEA, NEA, and AFT as the exclusive bargaining agent for all Paraeducators employees lists in Appendix B and employed by the Board as defined in the appropriate "Certification of Representatives" promulgated by the Florida Public Employees Relations-Commission and pursuant to and in accordance with all applicable provisions of Part 2, Chapter 447, Florida Statutes, and the Rules and Regulations of the Public Employees Relations Commission- Said employee organization is the exclusive collective bargaining representative of all such employees for the purposes of conference and negotiations with the above-named employer or its lawfully authorized representatives on questions of wages, hours, and conditions of employment.

ARTICLE II. DEFINITIONS

2.1 NEGOTIATIONS: Negotiations shall mean that the parties shall meet at reasonable and mutually agreed upon times and places and in good faith discuss issues involving wages, hours, and working conditions in a sincere effort to reach agreement. Either party to this agreement may select for itself such negotiator or negotiators for the purposes of carrying on conferences and negotiations under the provision of Section §. [447.010](#), *Florida Statutes*.

2.2 PROBATIONARY PARAEDUCATOR: All newly hired Paraeducators will be on probation for a period of ninety (90) calendar days excluding holidays and summer break.

2.3 PARAEDUCATORS: A Paraeducator who has successfully completed a probationary period of ninety (90) calendar days. The term Paraeducators shall include all Paraeducators as defined in [Appendix B](#). Paraeducators will work a 186-day contract, 7½ hours per day and receive four (4) paid holidays unless otherwise specified.

2.4 POLK EDUCATION ASSOCIATION (PEA): Polk Education Association is the employee organization that has been designated as the exclusive bargaining agent for the Paraeducators, recognized by the School Board of Polk County, Florida.

2.5 BOARD: This term refers to the School Board of Polk County, Florida.

2.6 SENIORITY: The term seniority, unless otherwise described means any employee's length of continuous service with the Board since his/her last date of hire as a Paraeducator.

2.7 EMERGENCY: An unforeseen circumstance or a resulting state that calls for immediate action.

2.8 REGULAR STRAIGHT TIME HOURLY RATE: The “regular straight time hourly rate” means an employee’s straight hourly base rate and applicable supplements and longevity if any.

2.9 OVERTIME: “Overtime” shall be defined as hours worked in excess of forty (40) hours during the basic work week.

2.10 COMPENSATORY TIME: Compensatory time earned in lieu of overtime pay is at the rate of one and one-half times per hour worked. All other compensatory time is earned as listed in the specific article. Compensatory time must be used at the worksite earned and in the school year it is earned. It cannot be carried over from year to year. Use of compensatory time must be approved by the administrator and used when it least impacts the students.

2.11 ADJUDICATED YOUTH PROGRAMS: Adjudicated Youth Assistant (AYA) Paraeducators work a 194-day contract, 8 hours per day, and receive four (4) paid holidays. The following sites are designated as Adjudicated Youth Programs: Bill Duncan Opportunity Center, Don E. Woods Opportunity Center, South County Center, Florida Sheriffs Youth Villa, Eckerd Connect Day Treatment Program, New Beginnings Youth Academy, New Horizon Learning Center, Polk Halfway House, and Polk Regional Juvenile Detention Center.

2.12 CDAT: Child Development Associate Teacher. Must have a current, valid Florida Department of Children and Families Child Care Staff Credential. CDATs work a 196-day contract, 8 (eight) hours per day and receive 4 (four) paid holidays, unless otherwise noted in Appendix C - Paraeducator Pay Grades.

2.13 Sign Language Interpreters

EIPA – Educational Interpreter Performance Assessment.

NAD-RID: National Interpreter Certification (NIC): National Association of the Deaf- Registry for Interpreters of the Deaf

2.14 STUDENT SPECIFIC PARAEDUCATOR: Districtwide employees, who serve a student(s) in various school settings in the District. When the assigned student is absent from the school, the principal will assign alternative regular paraeducator duties, which may include substituting as per Article 8.2-8.

2.15 IMMEDIATE SUPERVISOR: The administrator, normally the principal, is responsible for administrative tasks such as evaluation, discipline, defining duties, schedules, and answering job related questions including approving leave. An immediate supervisor may not be a member of any bargaining unit.

2.16 OUTLIERS: Employees who are earning more base salary than the amount of the base salary assigned to the step where the employee belongs. The District shall provide a list of all outliers to the Association annually including their name, SAP number, pay grade, step and/or years of experience as appropriate, and base salary. Employees transferring into the unit will be placed at the pay grade and experience level commensurate with the position and the employee’s years of qualified experience. No new outliers will be created unless specifically agreed upon by the bargaining teams of both the District and the Association. Should such an agreement be made, a list of the affected employees shall be made including

the name of the affected employee and their category prior to reaching tentative agreement.

ARTICLE III. NEGOTIATIONS PROCEDURE

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3.1 ANNUAL NEGOTIATIONS: Negotiations will be conducted each year under the ground rules as mutually agreed upon prior to negotiations. Ground Rules (see [Appendix E - GROUND RULES](#)) used at the previous year's sessions will serve as the basis for discussing any changes before adopting ground rules for the current negotiating sessions. Such ground rules mutually agreed upon shall assist in the orderly process for negotiations.

3.1-1 SALARIES FOR OUTLIERS: A mechanism for the placement of employees deemed to be outliers will be discussed as a regular part of the collective bargaining process.

If the application of the increase leaves the employee at an amount less than their actual step, the employee is placed on the correct step and will no longer be considered an outlier. All identified outliers were reviewed, and the application of the increase individually agreed upon in writing.

3.2 BEGINNING DATE: Both parties agree that negotiations for a new contract shall commence no later than 30 days after ratification of the current collective bargaining agreement in a good faith effort to reach a contract. The Association agrees to give the Board notice of intent to negotiate a contract a minimum of sixty (60) calendar days prior to expiration of the contract in force at the time and also notify the Public Employees Relations Commission in writing of this intent.

3.3 POWER AND AUTHORITY OF REPRESENTATIVES: The parties mutually pledge that their representatives shall be vested with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

3.4 MEDIATION/SPECIAL MASTER COSTS: Any cost incurred through mediation or special master will be shared equally by the Board and the Association. The expense of consultants shall be borne by the party requesting them.

3.5 REGULAR MEETINGS DURING TERM OF CONTRACT: The Board and Association negotiating teams will meet together each month during the regular school year on a regularly set day and time for the purpose of reviewing the administration of this agreement and to resolve problems that arise there from.

These meetings are not intended to bypass the grievance procedure. Further each party shall submit to the other prior to the meeting an agenda covering what they wish to discuss.

3.6 AMENDING THIS CONTRACT: Any matter not specifically covered by this contract but of concern for one or both of the parties may be brought up for negotiations during the contract period if both parties agree that its consideration is necessary and desirable. When such a meeting results in a mutually acceptable amendment to this agreement, the amendment shall be subject to ratification by the Board and the Association, the same as is the agreement.

ARTICLE IV. BOARD'S RIGHTS

4.1 The Board has the right to determine the purpose of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations.

4.2 The Board may direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work, or other legitimate reasons; provided, however, that the exercise of such rights shall not preclude employees or their Association from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreement in force.

4.3 **Fitness for Duty:** The Superintendent or designee may require a physical and/or psychiatric examination by a physician and/or psychiatrist licensed in Florida when, in its judgment, such an examination is relevant to their work performance or employment status. The selection of the physician and/or psychiatrist shall be made by the employee involved from a current list of no fewer than three (3) practicing physicians and/or psychiatrists who are not employees of the Employee Health Clinic(s), named by the District and the District shall pay all costs incurred in the examination. Physical examination forms shall be available from the Human Resource Services Division.

4.3-1 The Board commits to creating and maintaining a drug-free workplace. The use of illegal drugs, abuse of prescription medication, or the abuse of alcohol shall not be tolerated in accordance with Drug-Free Workplace requirements.

Employees are subject to drug screening as a result of any workplace injury or report of being under the influence. Under these conditions, the employee shall be administered a urine test that will indicate the presence of illegal substances. In the event that an employee tests positive, the employee shall also be remanded for a blood draw.

If the blood draw results in a blood level at or above 5 or more nanograms, the employee shall be considered "under the influence" and subject to termination regardless of their prescription status. Refusal to either the urine or blood test constitutes an act of insubordination and willful neglect of duty.

If the employee tests positive on the initial urine screen but has blood test results below the 5 nanogram threshold and provides a prescription from a licensed medical provider, they shall not be subject to discipline or corrective action.

ARTICLE V. PARAEDUCATOR AND ASSOCIATION RIGHTS AND PRIVILEGES

5.1 Employees shall have the right to self-organization for mutual protection, to form, join or assist the Association or to refrain from such activity, to bargain collectively through representatives of their own choosing.

5.2 Employees shall not be subject to discriminatory treatment.

5.3 Employees shall not be subject to retaliation as a result of exercising any rights under this agreement.

5.4 The employee shall observe all rules to maintain student discipline and shall have the right to take whatever action he/she feels necessary to maintain student discipline within the bounds of federal law, state statutes, Board Policies and local school policies. The Board shall give support and/or assistance to an employee action in line of duty with respect to maintenance of control of discipline in the classroom or any other school activity.

5.5 An employee may use such force as necessary in protection from attack or to prevent injury to students and/or school personnel.

5.6 **Non-Denial of Rights:** The Board agrees that nothing contained herein shall be construed to deny to any paraeducator all rights as guaranteed by the laws and Constitution of the State of Florida and the United States.

5.6-1 **Countywide Election Days:** To encourage all employees to participate in local, state, and national elections, the Board agrees that no events should be scheduled outside the regular employee duty day on all Countywide Election Days.

- 5.7** Employees shall be able to report an illness with one (1) contact 24 hours per day whether through a phone call or through a computer to an automatic substitute placement system. This contact shall satisfy any requirements for scheduling a substitute, if required. In the instance of an employee who has been the subject of disciplinary action for absenteeism, a call to a school's administration can be required.
- 5.8** The Association may use school buildings for special meetings with no rental charge. The Association must make arrangements with the principal/director with notification to the Board, show proof of liability insurance, and pay for custodial services.
- 5.9** The Association shall have the right to use a bulletin board in each school. The decision as to which bulletin board to use will be made jointly by the principal/director and the building representative. The bulletin board shall be used for the purpose of posting materials related to the Association.
- 5.10** The Association may use employee mailboxes to distribute information to employees in the unit at the worksite.
- 5.11** Association staff representatives will make prior arrangements with the principal/director or designee, when planning to visit a school or worksite. The Association will provide the Director of Employee Relations the names, in writing, of the staff representatives who are authorized by the Association to participate in such visits. Immediately upon arrival at the worksite, the representative shall report to the administrative offices and check-in following school visitation procedures. Such visitation shall in no way disrupt or interfere with the educational procedures, programs, or work processes. If access to an employee is denied, upon request reasons for denial will be given in writing to the employee and the Association.
- 5.12** The Association building representative shall be given an opportunity at the conclusion of each faculty meeting (before it is dismissed) to present brief (defined as up to three (3) minutes) reports and announcements.
- 5.13** With prior notice to the principal/director, Association members of that school may hold meetings in their school building before or after regular duty hours or after student contact day. Assigned duties take priority over such meetings.
- 5.14** Brief defined as up to three (3) minutes) Association announcements may be made over the building communications system before or after the normal class schedule. The principal/director will receive prior notification.
- 5.15 Public Records Request:** The District, through the designated contact shall provide, upon lawful request from the Association, information concerning school finance and budgeting and any additional information concerning the terms and articles of this contract. The Board agrees to make available to any employee or to the Association information available that is designated by statutes as public information.
- 5.16** The Board agrees to publish agendas, minutes, and to furnish upon request all supporting documents of Board meetings.
- 5.17** The Superintendent agrees to furnish to the Association all district memos sent to employees and memos concerning employee's conditions of work and/or employment.
- 5.18** Upon appropriate written authorization from the employee and as long as the Association is the recognized bargaining agent, the Board shall deduct Association membership dues from the employee's salary. Such authorization may be revoked by the employee with a thirty (30) day written notice to the Association and the Board. The Association agrees to provide the Board with a list of additions and deletions. The Board agrees to promptly disburse such dues collected at the end of each pay period.
- 5.19** The Superintendent, upon request, shall provide the Association the following applicable information about employees: name, school, subject area or grade level, certification, ethnic group, salary level or public record wage information, and home address.
- 5.20** The Superintendent shall provide the Association with all reports stating racial, ethnic, and gender ratios of all staff members and student population in the District upon request.

5.21 The rights granted to the Association in this agreement shall be granted to the Association exclusively as the sole and exclusive bargaining agent and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit except through the procedure as provided by law.

5.22 The Board agrees to grant leave to the president of the Association during his/her term of office.

5.23 The Board agrees to provide the Association a box at the district office mailroom for the collection of informational materials from the Superintendent and his staff as well as Board members.

5.24 The Board agrees to electronically provide the collective bargaining agreement for all employees and will electronically provide subsequent changes. The collective bargaining agreement will be posted on the PCSB website within 45 days of the Board's ratification.

5.25 The Association building representative(s) shall be given the opportunity to meet monthly to address issues and concerns of staff with the principal at a mutually agreeable time.

5.26 Neutrality: The Polk County Public Schools hereinafter "the District" any members of management including but not limited to administrators, supervisors, agents, or other representatives) will remain neutral and will not oppose attempts by employees to organize or select a collective bargaining representative and will not take any action or make any statement that directly or indirectly states or implies any opposition by the Employer to the selection by the employees of a collective bargaining representative.

ARTICLE VI. PAID LEAVES OF ABSENCE

6.1 SICK LEAVE: Any member of the employee staff employed on a full-time basis and who is unable to perform his/her duty because of their own illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child or other close relative (including in-laws) or member of their own household, shall be entitled to sick leave. Four days of sick leave will be credited at the end of the first month of employment of each contract year and thereafter shall be credited at the end of each month with one day of sick leave for each month of employment which shall not be used prior to the time it is earned and credited to the member; provided that the member shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. Such sick leave shall be cumulative from year to year and there shall be no limit to the number of days of sick leave a member may accrue, provided that at least one-half of this cumulative leave must be established within this district.

6.1-1 In the instance of an employee who has been the subject of disciplinary action for absenteeism, the Superintendent may require a certificate of illness from a licensed physician or mid-level practitioner for any illness-related employee absence.

6.1-2 An employee working a 12-month schedule who has exhausted accrued sick leave may use accrued vacation leave without providing advanced notice for up to 40 hours (based on an eight (8) hour workday) per fiscal year (July 1 – June 30). An employee working four (4) hour days may use up to 20 hours per fiscal year. Written verification from a licensed physician is required for use of vacation leave in lieu of sick leave.

6.1-3 Sick Leave Bank. The Polk School Employee's Sick Leave Bank shall be maintained in accordance with the provisions established by the Sick Leave Bank Committee. The Association shall appoint members to the Sick Leave Bank Committee in proportion to the percentage of its members in the Bank.

6.1-4 Verification of Leave. Upon return from leave the employee will provide the necessary claim form for verification of absence to his/her principal/supervisor within five (5) workdays in accordance with §1012.61, Florida Statutes.

6.1-5 Sick Leave Transfer: Any employee who wishes to donate (authorize transfer of) sick leave to another employee shall be able to do so within School Board Policy. Should there be a change in Florida Statutes and/or School Board Policy, both parties agree to impact bargain those potential changes.

- i. An employee may donate (i.e., authorize transfer of) any amount of their accrued sick leave to another Board employee. The authorizing employee must have at least ten (10) days of sick leave remaining after the donation is made.
- ii. Once approved, a donation cannot be retracted by the donor.
- iii. Any transferred sick leave that is not used as anticipated shall be returned to the authorizing employee upon the recipient's return to work.
- iv. In the case of multiple donors, unused leave will be returned to each donor proportional to the amount donated to total amount donated. Donated sick leave will have no value for recipient's terminal pay.

6.2 PERSONAL LEAVE CHARGEABLE TO SICK LEAVE: Employees shall be permitted to be absent six (6) days each school year for personal reasons and the days shall be charged against accrued sick leave when used. This leave shall be noncumulative. An employee planning to use a personal leave day or days shall notify his/her principal or immediate supervisor at least one (1) day in advance, except in cases of emergency. Personal leave chargeable to sick leave cannot be used immediately preceding or following a holiday or vacation, or the first five (5) days and the last five (5) days of school that students are in attendance except in cases of emergency. The employee shall not be required to give reasons for personal leave, except when claiming an emergency.

6.3 CIVIC DUTY LEAVE: Any employee who is called for jury duty, subpoenaed as a witness in a case not involving personal litigation, subpoenaed by a court as a result of job-related incidents, or as a witness on behalf of the Board shall be given leave and paid his/her full salary. The employee must return to duty if he/she is dismissed from further duty by 12:00 noon.

6.4 NATIONAL GUARD AND RESERVE TRAINING LEAVE: Employees who are members of a national military reserve unit or the National Guard ordered to active or inactive training duty during the regular school year shall be compensated up to 240 hours in anyone (1) annual period to participate in required training exercises, without loss of accumulated leave. Supporting documentation may be required upon application for military training leave.

6.5 BEREAVEMENT LEAVE. An employee may be granted up to two (2) additional paid days of Bereavement Leave for the death of an immediate family member, which is defined as father, mother, brother, sister, husband, wife, child or member of their own household. Bereavement leave is also available for the following extended family members, which is defined as grandparent, grandchild, aunt, uncle, mother in-law, father in-law, brother in-law or sister in-law. Bereavement Leave is not transferrable or accruable and must be used within thirty (30) calendar days of the death. Application shall be made to the immediate supervisor in advance whenever possible. The employee will not be paid Bereavement Leave during non-scheduled workdays. Employees must provide a copy of the obituary, funeral notice, or other satisfactory document attached to the Employee Application for Leave Form. Details about the family member's relationship may be required.

6.6 ILLNESS IN LINE OF DUTY LEAVE: Illness in line of duty is granted up to a maximum of ten (10) days per year when any employee is absent from his/her duty because of personal injury received in the discharge of his/her duty, or because of illness from any contagious or infectious disease contracted in school work. Any personal injury received while on duty will be considered as a qualifying injury under this policy, provided the injury is reported to the immediate supervisor within twenty-four (24) hours or the next working day. Contagious or infectious diseases refer to those normally related to children such as measles, chicken pox, and mumps. A statement from a licensed physician may be required. Additional emergency sick leave may be granted out of local funds for such terms and under such conditions as the Board shall deem proper.

6.7 ASSOCIATION LEAVE DAYS: The School Board will provide up to sixty (60) days to be used as Association Leave Days cumulatively for all Collective Bargaining Agreements covered by the association. The Polk Education Association agrees to reimburse the District for the cost of substitutes if a substitute fills the open job number.

6.8 MILITARY LEAVE. Employees who are service members of the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave to perform active military service under the provisions of federal

law and §115.14, Florida Statutes. The first thirty (30) days of any such leave shall be with full pay. Employees on military leave shall be paid the difference between their School Board salary and their military salary, if their military salary is less. Extended leave of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay. Employees on military leave may substitute accrued paid vacation for unpaid leave, as applicable. However, sick leave and vacation leave will not accrue for unpaid or partially paid military leave time. The Board shall continue to provide all health insurance and other existing benefits.

Upon completion of the tour of duty, employees must make application for reemployment within six (6) months following the date of discharge or release from active duty. The District shall have a period not to exceed ninety (90) days to reassign the employee to duty in the District. In accordance with federal law, the employees shall return to his/her former position, if available, or be offered a similar position for which he/she is fully qualified.

6.9 ADMINISTRATIVE LEAVE: The superintendent has the authority to place an employee on administrative leave if the Superintendent believes that it is in the best interests of the students, staff, or community.

6.9-1 If an administrative leave extends beyond ten (10) workdays, the employee and the Association will be notified by the Director of Employee Relations, or his designee, the reasons for the extension.

6.9-2 The employee placed on administrative leave will continue to receive full pay. All rules for active employees will continue to apply.

6.10 ASSOCIATION OFFICER LEAVE. The Board agrees to grant temporary duty leave to the president and one (1) other officer of the Association during his/her term of office.

6.10-1 Upon election, the President and one (1) other officer shall apply for Association leave for the term of their office in writing to the Superintendent. The President and one (1) other officer shall remain an active employee and shall suffer no loss in benefits during his/her service. The President and one (1) other officer shall be compensated at his/her salary for 196 days per year, shall receive credit toward annual salary increments, and shall be allowed to remain a part of the health plan and benefit programs to the extent allowed by law.

6.10-2 The Association shall reimburse the District within thirty (30) calendar days upon receipt of an invoice for any and all costs incurred during this period of full time temporary duty assignment, to include, but not limited to costs of salary, payroll taxes, retirement contribution, health plan contribution, workers' compensation, and other benefits and/or any other payments present or future incurred by the Board as a result of this arrangement.

Upon return from such leave, the employee shall be placed in a position in the District for which he/she is fully qualified.

ARTICLE VII. UNPAID LEAVES OF ABSENCE

7.1 MEDICAL LEAVE: Non-Probationary employees may be granted up to one (1) year of medical leave for illness to themselves or members of their household. A statement of medical justification from a licensed physician must accompany the application for leave and a licensed physician's statement may be required for re-instatement from leave. (Any portion of sick leave may be used for childbearing prior to the birth of the child; however, no more than thirty (30) days after the birth except in case of illness.) The Superintendent may grant an additional twelve (12) months of unpaid medical leave in cases involving unusual medical problems.

7.1-1 RETURN FROM MEDICAL LEAVE: Employees returning from Medical Leave within one (1) year shall have the right to return to the same, or if that position has been eliminated, substantially equivalent position provided that they have been recommended or would have been recommended by their principal for reemployment. The employee shall notify the principal/immediate supervisor at least sixty (60) days in advance of the date he/she intends to return.

An employee returning from Medical Leave more than one (1) year after leave commenced shall be assigned to the first available vacant position in the District for which he/she is qualified, provided that if more than one (1) employee has given notice pursuant to the paragraph, the employee who gave such notice at the earliest date shall be assigned to the position in question.

7.2 FAMILY MEDICAL LEAVE ACT (FMLA) LEAVE: Employees who have been employed for at least twelve (12) months (may be non-consecutive), and who have worked for at least 1,250 hours over the twelve (12) months prior to the leave request, may apply for a leave of absence for eligible reasons for up to twelve (12) work weeks under the Family and Medical Leave Act and within the provisions of Board Policy.

Caregivers for related military personnel may be eligible for up to 26 work weeks of Military Caregiver Leave under the FMLA.

Employees granted this leave who receive employee health insurance under Article XXIII shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave.

The employee will have the option to use accrued paid leave (sick, personal chargeable to sick, and/or vacation) concurrently with FMLA Leave.

The School Board shall require medical certification from employees requesting and returning from FMLA Leave, and employees will be restored to the same position held prior to the start of the leave.

7.3 PARENTAL LEAVE: Parental Leave of absence may be granted to an employee for the purpose of child rearing to commence at the birth of a child or the date of the adoption of a child and may continue for up to twelve (12) months.

7.4 RETURN FROM PARENTAL LEAVE: Employees returning from ~~Medical Leave or~~ Parental Leave within one (1) year shall have the right to return to the same, or if that position has been eliminated, substantially equivalent position provided that they have been recommended or would have been recommended by their principal for reemployment.

7.5 PUBLIC OFFICE LEAVE: An employee upon annual application may be granted a leave of absence without pay for up to six (6) years to serve in a public office. Upon return from such leave the employee shall be offered a position in the District for which he/she is certified and qualified.

7.6 EDUCATIONAL LEAVE: An employee upon application may be granted a leave of absence without pay for up to one (1) year to continue their college education. Application for such leave shall be submitted to the Superintendent in a timely manner to allow the immediate supervisor to secure a qualified replacement. This leave is for the purpose of engaging in full-time activities as a student, which will result in his/her professional benefit or advancement. The employee shall notify the principal/immediate supervisor at least sixty (60) days in advance of the date he/she intends to return. Upon returning to work with the Polk County School Board from such leave, the employee shall return to the same position or an equivalent position for which he/she is certified and qualified.

7.7 RETURN FROM LEAVE: The employee returning from any leave shall notify the principal by November 1 if he/she intends to return second semester; by March 1 if he/she intends to return the first semester of the following school year. Such employee shall be assigned by the beginning of the next semester. An employee returning from leave of more than one (1) year after leave commenced shall notify the Superintendent by November 1 if he/she intends to return second semester; by March 1 if he/she intends to return the first semester of the following school year and shall by the beginning of the next semester be assigned the first available vacant position for which he/she is qualified.

7.8 FRINGE BENEFITS DURING LEAVE: Any employee granted a leave of absence as provided in this article shall have the option to remain on active participation in all fringe benefit programs for one (1) year, provided that the premiums for insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

7.9 DOMESTIC VIOLENCE LEAVE: An employee who has provided advance notice and who has been employed full time by the district for at least three (3) consecutive months shall be permitted to request and, upon approval, take a maximum of three (3) working days of unpaid leave from work in the school year if the employee, or a family or household member of an employee is the victim of domestic violence.

An employee seeking leave under this section must, before receiving the leave, exhaust all annual or vacation leave, personal leave, and sick leave. Should sick leave be the only available leave remaining, the Superintendent or designee may waive this requirement if the reason for the request does not fall within the requirements for the use of sick leave.

7.9-1 The purposes of Domestic Violence Leave include:

- a. To seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
- b. To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- c. To obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- d. To make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- e. To seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

7.9-2 Procedures and Definitions:

a. "Family or household member" is as defined in s. 741.28(3), FS. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

b. "Domestic violence" is as defined in s. 741.28(2), FS or s. 741.313(1)(a), FS. "Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. s. 741.28(2), FS.

"Domestic violence" means domestic violence, as defined in s. 714.28, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence. s. 741.313(1)(a), FS.

c. The employee requesting Domestic Violence Leave must notify the principal/supervisor at least two (2) school days in advance of the anticipated absence except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member.

The Superintendent's Office must keep information relating to the employee's leave under this section confidential and exempt from disclosure pursuant to Chapter

ARTICLE VIII. TERMS AND CONDITIONS OF EMPLOYMENT

8.1 PROBATIONARY PERIOD: Employees may be discharged without cause during their probationary period. At the end of that period the employee will be considered a regular employee and will be credited with seniority from the date of hire.

8.1-1 Employees that transfer from the Educational Support Personnel (ESP) clerical unit to the Paraeducator unit are required to complete a new probationary period. If the transferring employee's job performance is found to be

unsatisfactory during the probationary period, the employee will be returned to the employee's former ESP position if available, or to an ESP position for which the employee is qualified.

8.1-2 Upon successful completion of the probationary period, the employee's status shall continue from year to year unless the superintendent terminates the employee for reasons stated in this collective bargaining agreement, school board rule, or reduces the number of employees on a district wide basis for financial reasons.

8.1-3 Fringe benefits are accrued from date of hire with the exception of insurance benefits. See Article XIV Insurance.

8.2 ASSIGNMENT:

8.2-1. Paraeducators shall be notified in writing of the principal's recommendations for assignment by May 1 of each year. Prior to April 1, paraeducators may submit a request for change in assignment for the following school year. Principals will consider such requests but shall make the final determination of assignments. Upon request a paraeducator will receive a copy of the District Job Description for the position to which they are assigned.

8.2-2. Assignments within the building shall be made by the building principal or his designee within the guidelines of the program. Each paraeducator shall be provided on or before the first day with students a list of their responsibilities and a schedule showing hours of work, breaks, and lunch period.

8.2-3. The principal or his/her designee shall be responsible for guiding and directing the paraeducator not assigned to one teacher.

8.2-4. The duties of the paraeducator shall be directed by the teacher and/or supervisor to whom he/she is assigned.

8.2-5. Paraeducators shall not be reassigned to temporary duties, including substituting for absent teachers, except in an emergency or with the approval of the principal/designee. To avoid undue impact on the paraeducator or the teachers they assist, such reassignments should be rotated among all available paraeducators.

Child Development Associate Teachers (CDAT):

Child Development Associate Teachers (CDAT) (Head Start and Preschool programs) and Pre-kindergarten paraeducators subject to the one to ten (1:10) ratio in Florida Statute and federal Head Start standards shall not be reassigned to non-classroom duties, except in emergencies, when such duties would compromise the mandated one to ten (1:10) teacher/student ratio.

CDAT- Childcare Services and paraeducators in the Childcare Services programs, subject to FL Department of Children and Families licensing requirements, shall not be reassigned to non-classroom duties, except in emergencies, when such duties would compromise the following mandated CDAT/paraeducator to student ratios:

- i. Infants (up to one year): one to four (1:4)
- ii. One-year-olds: one to six (1:6)
- iii. Two-year-olds: one to 11 (1:11)
- iv. Three-year-olds: one to 15 (1:15)
- v. Four-year-olds: one to 20 (1:20)
- vi. Five-year-olds: one to 25 (1:25)

8.2-6. The Board and the Association acknowledge that paraeducators shall be used to assist with and reduce teacher's non-instructional responsibilities. Paraeducators must not be responsible for creating independent lesson plans or assigning grades for quarters or semesters.

8.2-7. Paraeducators may be re-assigned by their principal/supervisor on a temporary basis to a different Paraeducator job title ([APPENDIX B – PARAEDUCATOR PAY GRADES](#)) due to an extended absence of the regular employee. Extended absence is defined as ten (10) consecutive duty days. Such re-assigned Paraeducator shall receive one dollar per day per increased pay grade they move. Payment will be retroactive to the first day of the re-assignment.

8.2-8. Due to the absence of a teacher and the lack of an available substitute, a paraeducator may be assigned by his/her principal/supervisor as a substitute for that teacher. Paraeducators will not be expected or requested to create lesson plans. The paraeducator will receive a supplement of \$50.00 per day. If the position is filled for a half day (3.25 hours) the paraeducator will receive a \$25.00 supplement. The principal/supervisor will only assign paraeducators to substitute in half day or full day increments for the same teacher. The supervisor must present the paraeducator with the substitute form, which includes the unfilled job number. Upon completion of the workday the paraeducator must present this form to the payroll secretary for payment in the next available pay period. When a job number is not included with the request to substitute, the paraeducator can refuse the temporary substitute position. By mutual agreement of the administrator and the paraeducator, compensatory time may be earned in lieu of a supplement: one day of subbing earns 3 hours of compensatory time; one-half day of subbing earns 1-1/2 hours of compensatory time. The use of this compensatory time will follow the guidelines set forth in 6.2, Personal Leave Chargeable to Sick Leave.

8.2-9 Employees shall not be required or requested to assist with the moving of boxes and/or furniture for other employees in excess of the Physical Environment section as defined in their job description without being provided appropriate equipment to do the job safely.

8.3 LENGTH OF WORKING YEAR: All paraeducators shall work 186 days. One hundred eighty days (180) while students are in attendance, two (2) days prior to the beginning of school and four (4) days shall be paid holidays unless otherwise specified in the appropriate appendices.

Extended Contract: Computer Lab Paraeducators/Managers may be granted up to seven (7) days of extended contract at the request of the school principal. Extended contract days are limited to those days that are recognized as teacher workdays.

8.4 WORKING HOURS:

8.4-1. The length of workday for paraeducators shall be seven and one-half (7 1/2) hours per day, including early dismissal days for students, unless otherwise specified in the appropriate appendices. Employees will be provided regular start and end times which shall be consistent throughout the year unless a specific variation is provided for in this contract. Start and end times may be changed provided that such changes are deemed necessary by the employer. When an employee's work schedule is to be changed, a two (2)-week notice will be given in writing (dated), except in cases of emergency.

8.4-2. Full day paraeducators shall have a paid duty-free lunch period of not less than twenty (20) minutes of each school day, scheduled around the regular school lunch hours. On non-student days there shall be a one (1) hour lunch break. When a scheduled lunch period is unfeasible, the principal/director must consult with the Director of Labor and Employee Relations to work out a solution. The Association President will be notified of the situation and proposed solution. When a duty-free lunch for the Licensed Practical Nurse (LPN) or the Sign Language Interpreter is unfeasible, they shall receive one-half (1/2) hour pay supplement upon prior approval by the Assistant Superintendent of Learning Support.

8.4-3. Full day paraeducators shall have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon while classes are in session. When a scheduled lunch period is unfeasible, the principal/director must consult with the Director of Labor and Employee Relations to work out a solution. The Association President will be notified of the situation and proposed solution. When scheduled breaks for the Licensed Practical Nurse (LPN) or the Sign Language Interpreter are unfeasible, they shall receive one-half (1/2) hour pay supplement (prorated for each break missed) upon prior approval by the Assistant Superintendent of Learning Support.

8.4-4. Paraeducators who are enrolled in an approved degree seeking program as per Article IX shall, with advanced notification and approval of their principal/supervisor, be allowed to forego one or both of their two (2) fifteen (15) minute daily break times and/or their duty-free lunch period in return for up to one (1) hour early release to attend afternoon classes. A schedule showing these classes shall be presented to the principal/supervisor prior to the start of each semester. In an extreme/emergency situation the paraeducator may be required to stay until the situation has been handled per the principal/supervisor.

8.4-5. The principal or immediate supervisor shall have authority to grant an employee's request for variation from the regular school day for doctor/dental appointments when circumstances necessitate such a procedure. When granted, such variation shall not result in loss of pay or accumulated leave days to the employee.

8.4-6. FLDOE Lowest Performing Elementary Schools: Section §.1011.62, Florida Statutes, requires that each school district having one or more of the state designated lowest-performing elementary schools based on the state reading assessment have teachers or reading specialists, effective in teaching reading, provide an additional hour of intensive reading instruction each day of the school year at these schools. In order to comply with this mandate, paraeducators who normally work a 7 ½ hour day will work a 7 ¾ hour day and will be paid at their daily rate of pay. In the event that a paraeducator does not wish to work the 7 ¾ hour day, the principal shall have the authority to grant the request allowing the paraeducator to continue the traditional 7 ½ hour day, as long as the additional hour of intensive reading instruction requirement can be met. All contractual rights including Sections 8.4-2 and 8.4-3 regarding duty free lunch and breaks will be honored.

8.5 PERSONNEL FILE:

8.5-1 Personnel files shall be maintained in accordance with §.1012.31 Florida Statutes. Each paraeducator shall receive a copy of all evaluative, reprimanding, disciplinary, complimentary, and derogatory reports to be placed in his/her personnel files at the school/department or District office. The paraeducator and/or the Association, upon written authorization from the paraeducator, may review and reproduce the contents, at his/her expense, of any of same. The review shall be made in the presence of the principal/administrator, or his/her designee, responsible for the safekeeping of such file. The paraeducator may challenge, through the established grievance procedure, the maintenance of any document therein.

8.5-2 When statements are made against a paraeducator, no written copies or related materials will be placed in the paraeducator's individual file, nor any disciplinary action taken against a paraeducator until the paraeducator is made aware of the person who is making the accusation, the matter is discussed with the paraeducator, and the paraeducator has received a copy. Before disciplinary action is taken, the paraeducator, at the discretion of the principal/administrator, shall be given opportunity to confront the accuser. If the principal/administrator finds that the statements or accusations are false, no record shall be maintained.

8.5-3 At the written request of a paraeducator, any report in a paraeducator's personnel file (school/department, district) excluding assessments or observations, that may be considered or construed by the paraeducator and/or Association to be reprimanding, disciplinary or derogatory will be placed in an envelope and labeled "confidential and not relevant for disciplinary purposes" and returned to the personnel file. This would be done only after three consecutive years of no serious reprimands or problems on record. This provision does not apply to criminal charges or convictions.

8.5-4 Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment. No such materials may be placed in a personnel file unless they have been reduced to writing within 45 days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify them as needed. A copy of such materials to be added to an employee's personnel file shall be provided to the employee. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents. No anonymous letter or anonymous materials shall be placed in the personnel file. An employee has the right to answer in writing any such materials and the answer shall be attached to the file copy.

8.5-5 Except for items that are by law exempt, all material placed in the paraeducator's personnel file shall be available to the paraeducator at his/her request for inspection.

8.5-6 There shall be a single point of contact in the Human Resource Services Division for an employee or the Association to review the personnel file as defined in FL Statute. Furthermore, it is agreed that the school/worksites shall send those materials noted in 4.5-3 to the Human Resource Services Division for placement in said personnel file.

8.5-7 A memorandum will be distributed annually from the Human Resource Services Division to all administrators reviewing the expectations for personnel records set forth in Article 8.5.

8.6 UNSAFE WORKING CONDITIONS: The Superintendent shall be responsible for determining unsafe and hazardous environmental and teaching conditions under which paraeducators shall not be required to work. Such conditions shall be reported in writing to the principal/supervising administrator. If a resolution is not made, the assistant superintendent shall be notified in writing, with a final appeal to the superintendent.

8.7 EVALUATION: An annual evaluation shall be given by the immediate supervisor to the employee in a confidential manner.

8.7-1. The President of PEA may name two paraeducators to the Non-Instructional Assessment committee. The committee will meet bi-annually to review the Non-Instructional Assessment tools and make recommendations.

8.7-2. Instructions to obtain electronic access to the Non-Instructional Assessment handbook will be provided to all non-instructional employees within the first fifteen (15) contract days of each year.

8.7-3 The immediate supervisor is the evaluator and may receive input for evaluation purposes from employees who have been designated the responsibilities of directing the employee in their work assignments. If an employee so requests, he/she shall be evaluated by his/her Principal/Supervisor.

8.8 PROGRESSIVE DISCIPLINE:

Progressive discipline by the administrator/superintendent shall be followed except in cases requiring immediate action. Progressive discipline shall mean:

1. Verbal Warning with a Written Confirmation.
2. Written Reprimand following a Conference.
3. Suspension without pay for up to five (5) days.
4. Termination

Progressive discipline steps two through four should be copied to the Director of Labor and Employee Relations, Regional Assistant Superintendent, and/or Senior Director, and Polk Education Association. “Letters of Expectation” are not a form of discipline and may address issues related to professionalism or policy.

8.9 ABANDONMENT OF POSITION:

When an employee fails to obtain prior approval for absence from work or fails to notify his/her immediate supervisor of his/her need to be absent and is absent for three (3) consecutive workdays, the employee shall be considered to have abandoned his/her position and resigned as an employee of the Board. Special consideration will be given in case of emergencies.

ARTICLE IX. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

9.1 CHANGE IN LEVEL:

Sign Language Interpreters- Temporary Duty Leave and reimbursement for the administration of the, EIPA or NAD-RID NIC test will be provided by the District with prior approval from the Director of Exceptional Student Education.

Educational Sign Language Interpreters who have met the requirements for a change in level shall be paid for the change the pay period following receipt of all required documentation.

Employees hired on or after December 1, 2009, as non-certified, or non-credentialed full time interpreters will be assigned to PAY GRADE SL00. During the two-year period from date of hire, the interpreter must pass the EIPA or the RID NIC test and forward the results to the ESE Lead Sign Language Interpreter or designee. The Sign Language Interpreter will then be moved to the appropriate SL paygrade that corresponds to their passing test score after confirmation from

Employee and Labor Relations Department. At the end of the two-year period, a non-credentialed interpreter who fails to obtain credentialed status on any of the aforementioned organizations' tests will be re-assigned to a paraeducator position for which he/she is appropriately qualified.

Should a credentialed interpreter become available for a position held by a non-credentialed interpreter, the non-credentialed interpreter may be re-assigned to a vacant regular paraeducator position at their current salary for the remainder of the contract year as per Article 10.4.

9.1-1 Child Development Associate Teacher: Employees assigned as a Child Development Associate Teacher must maintain a valid Florida Department of Children and Families Child Care Staff credential. During the validity period the CDAT must complete the requirements for renewal as outlined by the Florida Department of Children and Families. At the end of the validity period, any CDAT who fails to meet the requirements for renewal shall be reassigned to a Paraeducator position for which the paraeducator is qualified.

Employees assigned as a CDAT by holding a Florida Department of Children and Families Staff Credential – Formal must complete 3 college hours in Early Childhood (or related field) within every five (5)-year period.

9.2 TRAINING:

9.2-1 Periodically, workshops shall be held to help paraeducators improve various skills. Paraeducators may be released from their school duties to attend the designated workshops without loss of pay. Employees will receive mileage reimbursement for attending workshops at other locations. A reasonable amount of travel time of at least thirty (30) minutes shall be allowed each way during the regular duty day if paraeducators are required to attend partial day meetings at locations other than their regularly assigned schools. For full day meetings, a reasonable amount of travel time of at least thirty (30) minutes shall be allowed each way.

9.2-2 Where new paraeducators are employed, the administration shall provide orientation to employment including such items as building rules, job expectations and assignments, school building layout, employee benefit forms, etc.

9.2-3 Intra-school and inter-school visitation and observation are recognized as techniques for improving employee effectiveness. An employee must have the approval of his/her principal or immediate supervisor in order to participate.

9.2-4 Those employees that must visit/observe other classrooms as a requirement to complete an approved course, must submit a syllabus and course requirements to their principal/supervisor in writing. Dates for said observations to be mutually agreed upon.

9.2-5 Paraeducators will be represented on each worksite inservice planning committee.

9.2-6 When scheduled by the District administration, paraeducators may have their start and end time adjusted by up to ninety (90) minutes when given at least a two (2) week notice for attending a partial or full day workshop.

9.2-7 Student Early Dismissal Days *may be considered* by the administration for paraeducator training. These trainings *may* be based on the needs of the paraeducator's assigned students, with a focus on education, health, and safety.

9.3 EDUCATIONAL INCENTIVE FOR PARAEDUCATORS:

Paraeducators may upgrade their job skills by taking related coursework at a college, university, or vocational center. Paraeducators taking courses under this provision would use acquired training in their current position with Polk County School Board. These approved courses must not be a part of the paraeducator's planned degree program. Paraeducators shall be reimbursed for the cost of the tuition, books and required materials according to the following guidelines:

- a) If requested by the paraeducator, and prior written approval is granted by the immediate administrator/supervisor and the Director of Employee Relations before the course is taken.
- b) A minimum of 3 semester hours with a grade of "C" or better for a graded class or satisfactory completion of a non-graded course.

c) Receipts must be submitted with proof of successful course completion.

9.3-1 Sign Language Interpreters may improve their job skills and linguistic knowledge by taking courses or classes offered at a college, university, or vocational center. Interpreters shall be reimbursed the cost of tuition at the community college rate per hour for Associate of Arts (AA) Degree classes or the local state university rate per hour for the Baccalaureate degree classes, 50% of the cost of textbooks and full reimbursement of required materials and lab fees according to the following guidelines:

1. full time employees covered by this collective bargaining agreement,
2. obtain written approval from the Director of Employee Relations prior to the start of classes,
3. if degree seeking, submit a completed form from the educational institution affirming that they have applied for Pell Grant funding and that no request for reimbursement will include monies paid for by that grant, or any other grant or loan or funding source such as the Educational Interpreter Project,
4. provide to the Human Resource Services Certification Department the approved letter from the institution stating degree program,
5. receive a grade of “C” or better in coursework or satisfactory completion for non-graded coursework,
6. provide receipts for reimbursement or funding source such as the Educational Interpreter Project,
7. provide proof of successful course completion.
8. coursework that must be repeated to raise the grade or GPA will not be reimbursed a second time.

9.3-2 Paraeducators seeking AA Degrees leading toward an education degree or those pursuing an education degree at the Baccalaureate level shall be reimbursed the cost of tuition at the local community college rate per hour for AA Degree classes or the local State University rate per hour for the Baccalaureate degree classes, 50% of the cost of textbooks and full reimbursement of lab fees provided they are:

1. full time employees covered by this collective bargaining agreement,
2. turn in a completed form from the educational institution affirming that they have applied for Pell Grant funding and that no request for reimbursement will include monies paid for by that grant or any other grant or loan,
3. provide to the Human Resource Services Recruitment Office the approved letter from the institution stating their degree program,
4. attend an institution with a State approved teacher education program in their major,
5. receive a grade of “C” or better in coursework or satisfactory completion for non-graded coursework,
6. provide receipts for reimbursement,
7. provide proof of successful course completion.
8. tuition and book reimbursement program does not apply to remedial courses.

9.3-3 The degree seeking paraeducator will be required to provide one half year of employment with the Polk County School Board as follows:

1-24 credit hours – one half year of work for the Polk County School Board

25-48 credit hours – additional one-half year

49-72 credit hours – additional one-half year

73-96 credit hours – additional one-half year

97-120 credit hours – additional one-half year

121-144 credit hours – additional one-half year

An employee shall not receive time reimbursement credit during any semester the employee is receiving the tuition/book subsidy established in 9.3-1 or 9.3-2.

The paraeducator shall sign a promissory note agreeing to the above stated time reimbursement. Time reimbursement shall not exceed a maximum of three years.

Employees that must take an Educational Leave to complete their requirements for graduation/certification, (i.e. internship, student teaching) must complete the educational leave form and indicate their participation in the Greenhouse Program, internship, or student teaching for their health benefits to be maintained during this period.

If the employee is not offered an appropriate position, the employee owes no further obligation to the District. Reimbursement of tuition does not imply District responsibility for program availability or completion.

9.4 DUTIES OF PARAEDUCATORS:

A written description of the duties of each paraeducator at a worksite shall be kept on file in the worksite office. Each paraeducator shall be given a copy of the written description of his/her duties. Each teacher directing the duties of a paraeducator shall be given a copy of the written description of the paraeducator's duties.

9.5 PARAEDUCATOR EMPLOYMENT NOTICE:

Each paraeducator will be given an employment notice ([Appendix D – PARAEDUCATOR EMPLOYMENT NOTICE](#)) stating his/her hourly salary and job title.

9.6 TRAINING INCENTIVE:

The Professional Development Department shall offer a 30-hour program within a two-year period. Employees completing the authorized program within the two years shall be reported to the Professional Development Department.

9.6-1 According to §. [1012.98](#) Florida Statute points may only be awarded upon evidence of follow-up activity completion.

9.7 ESEA REQUIREMENTS:

Paraeducators shall be allowed to choose which of the three options below he/she will elect in order to satisfy requirements of ESEA. Paraeducators who are currently employed by the Polk County School District in a Title I position who have 48 hours of credit from an institution of higher education shall be considered highly qualified under the ESEA requirement.

9.8 HIGHLY QUALIFIED REQUIREMENTS:

Newly hired paraeducators, or paraeducators returning after a break in service, with the exception of LPN paraeducators, must document proof of satisfying “highly qualified” requirements. All paraeducators are highly qualified if they have met one of the following:

1. Obtained an Associate Degree or higher
2. Completed two years of study at an institution of higher education (earned at least 60 semester hours or the equivalent in quarter hours)
3. Met a rigorous standard of quality and are able to demonstrate, through a formal state or local academic assessment, knowledge of the ability to assist in instructing reading, writing and mathematics.

9.8-1 The District recognizes any one of the following as “a demonstration of a rigorous standard through a formal state or local academic assessment.”

1. A score of at least 464 on the Educational Testing Service Praxis ParaPro Assessment

2. American Federation of Teachers – Meeting the Standards (AFTMS) for Paraprofessionals class and documentation of Certificates of Merit for passing both the Beginning Reading and the Thinking Mathematics portions
3. Passing scores earned on all four subtests of the Florida Teacher Certification Examination General Knowledge Test within 10 years from the date of nomination as a paraeducator candidate.

9.8-2 Paraeducators assigned to positions for which “highly qualified” standards are required may not provide any instructional service to a student unless the paraeducator is working under the direct supervision of a teacher. They may also assume limited duties that are assigned to similar personnel who are not working in a Title I and/or a school in need of improvement as identified on the Differentiated Accountability Matrix including duties beyond classroom instruction or do not benefit participating children, so long as the amount of the time spent on such duties is the same proportion of total work time as prevails with respect to similar personnel at the same school.

9.8-3 Paraeducators who have not satisfied highly qualified requirements and who are assigned to positions in either Title I Schools or schools in need of improvement, as identified on the Differentiated Accountability Matrix, which require them to be highly qualified will be assigned and/or transferred to another position for which the employee is qualified. If no such vacant position exists, the District will follow layoff procedures outlined in Article X.

ARTICLE X. TRANSFERS LAYOFF AND RECALL

TRANSFERS:

10.1 REQUEST FOR TRANSFER: Unless the paraeducator and both principals agree, no transfers shall be allowed during a period spanning from 14 calendar days before the first contract workday until after the 20th contract workday. A transfer will not be considered unless the paraeducator is qualified for such vacancy. All transfers shall be initiated by the receiving principal, with copies to the releasing principal or immediate supervisor and the Human Resource Services office. The principal, when making his/her decision, shall consider the following: seniority, educational qualifications, expertise and ability, prior job experience, performance evaluations, and recommendations of previous supervisors. The transfer of the paraeducator will be subject to Board approval.

10.1-1 TRANSFER DURING SCHOOL YEAR: Paraeducators may request to be transferred when there are vacancies for which the paraeducator is qualified. Requests for transfer from one worksite to another shall be made electronically through the Applicant Registration System found on the District’s website. Should a paraeducator be offered and accept a position during the school term, then the releasing principal must release the paraeducator from their school within twenty (20) contract days after being contacted by the receiving principal.

10.1-2 REQUESTS FOR TRANSFER BETWEEN SCHOOL YEARS: Requests for transfer from one worksite to another shall be made electronically through the Applicant Registration System found on the District’s website.

10.2 VOLUNTARY TRANSFER: A Voluntary transfer to a higher or lower pay grade will be effective on the date of transfer. A voluntary transfer within the same pay grade will not receive a salary adjustment.

10.3 INVOLUNTARY TRANSFERS: The Board and the Association recognize that it may be necessary to transfer a paraeducator or paraeducators involuntarily. Involuntary transfers shall only be made due to the following: (1) loss of units or staffing requirements at particular locations, (2) providing for a racially balanced worksite staff, (3) dividing a worksite faculty to form a new worksite, (4) phasing out a program, (5) changing a program, (6) closing a worksite, (7) providing for a comparability of worksites for Federal program, (8) complying with a court order, (9) lack of required certification for position. Relocation shall be made after asking for volunteers and consideration of the following criteria: seniority, educational qualifications, expertise and ability, prior job experience, and performance evaluations. All employees so affected will be notified not less than four (4) working days prior to such relocation. The employee shall have the right to appeal an involuntary transfer first to the Director of Labor and Employee Relations, then to the Superintendent or his/her designee.

10.3-1 DISPLACEMENTS: Employees displaced for one of the reasons (1-9) listed in 10.3 will be placed on a "displaced list". Employees on the displaced list will be placed before new hires are appointed provided there are qualified employees on the displaced list for the vacant position. Effort will be made to identify and place involuntarily transferred employees within a radius no more than the current distance they drive to work or 25 miles, whichever is greater. Refusal by the employee to accept a position shall release the Board from further obligation to that employee. It will be necessary for displaced employees to provide an address and telephone number where they can be contacted during summer break to the Director of Labor and Employee Relations. Each displaced employee will receive a letter from their principal/supervisor that outlines the displacement procedure.

10.3-2 INVOLUNTARY TRANSFER TO A HIGHER PAY GRADE: An involuntary transfer to a higher pay grade will result in the appropriate salary increase effective on the date of transfer. If an employee is involuntarily transferred to a lower pay grade, that employee shall retain the same salary for the remainder of the current school year. The salary shall reflect the appropriate reduction at the beginning of the next school year. Employees shall receive credit for appropriate experience and in the case of paraeducators, college hours.

10.3-3 In unusual and special circumstances the Superintendent may recommend to the Board that a paraeducator be transferred from one position to another specific position for which the employee is qualified/highly qualified for good and sufficient reasons. Any employee being transferred under this section may receive written reasons for the transfer. Such transfers are effective upon the Superintendent's recommendation. Subsequent approval is required on the next available School Board Meeting agenda.

The term "unusual and special circumstances" shall mean, with respect to the involuntary transfer, that it is not practicable for the District to adhere to the requirements of Article 10.3. Refusal by the paraeducator to accept such assignment shall release the Board from further obligation to that employee.

10.3-4 ESE STUDENT SPECIFIC PARAEDUCATORS: ESE Student Specific Paraeducators are considered Districtwide employees as they are trained and assigned to work with a specific student(s). If the assigned student transfers to another school within the District, the ESE Student Specific Paraeducator transfers with the student if the receiving school is within the mileage allocation, or they wish to accept the move. If the assigned student exits the District, or no longer requires a student specific paraeducator according to the Individual Educational Plan (IEP), the ESE Student Specific Paraeducator is displaced and will be reassigned, with the first priority being a vacant position within the next pay grade and mileage policies.

In case of layoffs ESE Student Specific Paraeducators will be given priority if they have received certified District training to meet the student's Individual Educational Plan (IEP) including, but not limited to verbal de-escalation/restraint, Picture Exchange Communication System (PECS) training, toileting, minimal medical training, and/or mobility/lifting training.

LAYOFF:

10.4 In the event it becomes necessary to lay off employees, volunteers for layoff will first be sought from among the affected positions. When a layoff is necessary, the number of positions being eliminated will be determined by the District Office. The worksites will eliminate the necessary positions; those employees will be placed on the layoff list. The District Office will cut the same number of positions from the employees with the least seniority in the District with the exception of positions that require licensure or certification. The employees on the layoff list will be offered the vacant positions according to the RECALL language.

10.5 A meeting shall be held with the Association prior to any layoff. The Board agrees to provide the Association with a list of names of the employees in the affected position and titles.

10.6 The employees in the affected position titles shall be notified in writing as soon as possible after the decision is made. In no event shall the Board give less than ten (10) working days' notice to affected employees.

10.7 As soon as an employee is notified of his/her pending layoff, he/she shall notify his/her supervisor and the Director of Labor and Employee Relations (Human Resource Services Division) if he/she is interested in being assigned to any other position within this bargaining unit for which he/she is qualified.

10.8 All laid off employees shall be notified and recalled in inverse order of their layoff, provided they have the skill, ability, and qualifications required to perform the job.

10.9 An employee who has been laid off shall retain previously earned seniority toward salary advancement.

10.10 New employees shall not be hired into positions for which there are qualified employees on layoff.

RECALL:

10.11 Any employee who has been laid off because of a reduction in personnel shall be recalled in inverse order to the first position in the District equivalent to that from which he/she was laid off. An employee shall be considered for positions other than those equivalent to that from which he/she was laid off provided he/she has the skills, abilities and qualifications necessary for the other positions.

10.12 Any employee on layoff will be maintained on the recall list for twelve months following the layoff notice. The Association shall be provided a copy of the list which indicates employee name, position title, and date of hire.

10.13 When employees on layoff are recalled, the employee with the greatest seniority in that position title shall be recalled first. If the laid off employee is temporarily unavailable to return to work due to medical or FMLA reasons, they may request an extension of their recall rights, not to exceed two (2) months.

10.14 Within five (5) days of receipt of a registered letter of recall, the employee shall notify the Personnel office in writing whether he/she will accept reemployment. The Association shall be provided a copy of the recall letters.

10.15 If the employee does not accept the position, he/she will go to the bottom of the list. When the employee comes to the top of the list for a second time and does not accept the position offered, the Board shall be released from further recall obligation.

10.16 If every employee on the list has declined an opening, the District will place the least senior employee on the recall list in the vacant position provided they have the qualifications, certification, and/or prior job experience required to perform the job. This shall be treated as an involuntary transfer.

10.17 When an employee is offered a position at a worksite which is twenty-five (25) miles or more from his/her residence, he/she shall have the right to turn down any/all offered positions and maintain their position at the top of the recall list.

10.18 MAINTAINED SENIORITY: Employees on authorized leave or layoff shall maintain their original date of hire. An employee that fails to report for work within three (3) days of the recall from layoff shall be considered terminated. An employee who has been laid off shall retain previously earned seniority toward salary advancement.

10.19 Laid-off employees may pay, on a monthly basis, the premiums for group life and hospitalization for a period of up to one (1) year provided the employee continues to pay his part of the premium subject to the provisions of the COBRA law and payment is received by the Risk Management Department of the Business Services Division before the first of the month. This benefit may be extended as defined by COBRA (Consolidated Omnibus Budget Reconciliation Act) legislation. But in no event may the coverage be continued beyond the date the employee became eligible for coverage under any other group type plan.

ARTICLE XI. EVALUATION AND ASSISTANCE PROCEDURE:

The procedure as outlined below will be used to help the employee correct deficiencies. The principal/supervisor will:

11.1 Notify the employee and the Association in writing of the areas of deficiencies which could lead to dismissal.

11.2 Provide written suggestions for improvement using the Professional Improvement Plan in the Non-Instructional Personnel Evaluation Handbook, offer and provide assistance (e.g. inservice training, professional development plans, college courses, assistance from specialists, etc.) and allow a period of at least thirty (30) working days for improvement.

11.3 At the end of this period, evaluate and assess the employee in the performance of his/her duties to determine if the job improvement Plan has been satisfied. If satisfactory improvement has occurred the procedure will cease.

11.4 If satisfactory improvement has not occurred during the time allotted the employee would be subject to dismissal.

ARTICLE XII. TERMINAL PAY

12.1 The Board shall provide terminal pay for accumulated sick leave to any employee who has worked for the Board at least one (1) year, or to the employee's beneficiary without regard to length of service if service is terminated by death. Such terminal pay shall be in the amount determined by the daily rate of pay of the employee in the final year of employment.

Such terminal pay shall be in the amount determined by the daily rate of pay of the employee at the time of termination and the number of years of service with the Polk County School District.

Calculations shall be made as follows:

(a) During the first three years of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;

(b) During the fourth, fifth and sixth years of service, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;

(c) During the seventh, eighth, and ninth years of service, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;

(d) During the tenth, eleventh and twelfth years of service with the Board, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave;

(e) During and after the 13th year of service, the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave.

Exception: Payment for sick leave earned prior to July 1, 1985, with the Polk County School District, shall be paid at 100% of the daily rate of pay at the time of conclusion of service with the Polk County School Board.

12.2 Any employee shall have the option to request delay of payment for sick leave days as terminal pay by notifying the Payroll Department in writing prior to the last scheduled workday of employment. For employees not being offered employment for the following school year, such days shall remain available for transfer as per §. [1012.61](#) Florida Statute with the employee being responsible to provide any required documentation prior to the first scheduled workday of the new school year. Terminal pay will be processed immediately if such notification is not received by the first scheduled workday of the new school year.

ARTICLE XIII. SUMMER EMPLOYMENT

13.1 EMPLOYMENT OF PARAEDUCATOR IN SUMMER SCHOOL:

No summer employee positions in Polk County shall be filled by an employee not employed in the Polk County school system during the regular school year if there are enough qualified applicants for such positions who were employed by the Polk County public schools.

13.2 Each year by April 15, employees who desire summer employment shall make written application for a position to the appropriate summer program supervisor. Such application shall refer to particular schools and shall include the following:

1. School and job title during the regular school year;

2. Types of work previously performed;
3. Previous years of summer school employment;
4. An employee may list schools in order of preference on his/her application.

13.3 PROCEDURE FOR SELECTION:

The following criteria shall be considered by the administrator making the selection:

- a) Job title during the school year when assigning paraeducators to students in the Exceptional Student Education Summer Extended School Year (ESY) Program, priority will be given to those paraeducators who served these students during the preceding school year);
- b) Type of work previously performed;
- c) Previous years of summer school employment;
- d) Seniority in the area;
- e) Late applicants.

13.4 RATE OF PAY:

Paraeducator Summer School Salary shall be set at their regular hourly rate of pay. Sign Language Interpreters and LPNs shall be paid at their hourly rate prorated to the number of hours worked during summer school.

13.4-1 Sign Language Interpreters, LPNs, and Paraeducators hired for the Exceptional Student Education Summer Extended School Year (ESY) Program shall be paid at their regular hourly rate during summer school.

13.5 NOTICE OF HIRING:

Paraeducators will be offered an assignment for the summer by May 15 or the earliest possible date. All applicants who were selected shall notify the appropriate summer program supervisor of their acceptance within ten (10) days after notification. Failure to do so will indicate that they do not desire a position for the summer.

ARTICLE XIV. INSURANCE

***See Health Plan Funding, Plan Design, and Plan Benefit Information before the MOU agreements. pages 52-53**

14.1 The parties shall begin negotiations on health insurance in January no later than five (5) workdays following the return from Winter Break the Board agrees to provide one health insurance plan for all benefits eligible employees, without cost to the employee. Pursuant to Florida law, changes to the health insurance plan that constitute a change in a mandatory subject of bargaining must be collectively bargained unless otherwise waived.

14.1-1 The Union does not waive any collective bargaining rights with respect to health insurance.

14.2 Benefits eligible employees are employees who work a minimum of 30 hours per week. Employees hired prior to October 1, 2013, with continuous employment are grandfathered for the purposes of benefit eligibility if working at least 18.75 hours per week. An employee hired after September 30, 2013, must work a minimum of 30 hours per week to be benefits eligible.

14.3 The Board agrees to provide group term life in the amount of \$20,000 and accidental death and dismemberment insurance in the amount of \$10,000. The Board agrees to pay the premiums for this group term life insurance for all benefits eligible employees.

14.4 The Board agrees to provide employee health clinic(s) for all employees. All Board employees are eligible to participate in the Polk County School Board Employee Health Clinic(s) as of their date of hire.

14.5 The Board agrees to make available supplemental group term life insurance, dental and vision insurance for employees, and health, dental and vision insurance coverage for employee dependents, with all premiums to be paid by the employee.

14.6 Any paraeducator granted a leave of absence as provided in this Collective Bargaining Agreement shall have the option to remain on active participation in all fringe benefit programs for a maximum of two years, provided that the premiums for insurance programs shall be paid by the paraeducator on a monthly basis in advance of the month due.

14.7 The effective date of health plan insurance for newly hired employees shall be the first day of the month in which the 90th day of employment occurs.

14.8 Once the benefits eligibility waiting period has been met, each employee covered under this Collective Bargaining Agreement shall be enrolled in the Polk County School Board (PCSB) Health Plan with the applicable monthly employee contribution based on the coverage tier elected. Failure to waive the PCSB Health Plan will result in automatic enrollment in the "Employee Only" coverage tier.

14.9 The PCSB Health Plan is considered Section 125 of the IRS code which allows employees to use pre-tax dollars to pay the premiums. Benefit elections, including automatic enrollment must remain in effect until the next Annual Open Enrollment Period unless a qualifying event is experienced. Examples of qualifying events include but are not limited to marriage, divorce, birth, death, adoption, gain or loss of coverage.

14.10 The Insurance Committee shall be established by the Superintendent to study and make recommendations concerning health, life, dental and vision insurance coverage. The Association may appoint up to six individuals to serve on the committee. Those six being the total number appointed by the Association for all bargaining units represented by the Association.

The committee shall meet at a minimum four (4) times a year at the end of each quarter to review health insurance plan utilization data.

The committee will make its recommendations to the Superintendent with copies to the Board at a date established by the Business Services Division's Risk Management and Employee Benefits Department, but no later than sixty (60) days prior to the bid date, or thirty (30) days prior to expiration of the current policy, if no bids are to be taken.

ARTICLE XV. MISCELLANEOUS PROVISIONS

15.1 NON-DISCRIMINATION:

The School Board of Polk County, Florida prohibits any and all forms of discrimination and harassment. It is the policy of Polk County Public Schools to not discriminate in admission or access to, or employment in its programs and activities on the basis of race, color, national origin, religion, sex, gender, sexual orientation, gender expression or identity, pregnancy, age, homelessness, disability, or the use of trained guide dog or service animal, veteran or military status, marital status, genetic information, or other legally protected classification in its educational programs or services.

15.2 NOTICE: Official notices regarding this agreement shall be made in writing.

15.3 FAILURE TO RATIFY:

If either party shall refuse to ratify the agreement reached by the negotiating teams, the rejecting party shall state in writing to the other party the reasons for its rejection. Said notification of failure to ratify shall result in prompt resumption of negotiations by the teams. When both teams approve the negotiated agreement or amendment(s) thereto, the same shall be resubmitted for ratification. Upon receipt of notice of ratification by the Association, the Board shall at its next official meeting take action.

ARTICLE XVI. MAINTENANCE OF STANDARDS

16.1 Should any provision of this agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of this agreement if not affected by the deleted provision.

16.2 No employee employed within the bargaining unit shall, as a result of omission or oversight in the negotiation of this agreement, suffer a reduction in pay, loss of economic fringe benefits, or loss of experience credit previously granted.

16.3 This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this agreement. The provisions of this agreement shall be established policies of the Board.

ARTICLE XVII. NO STRIKE

The Association shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in Florida Statutes [447.203\(6\)](#), [447.501\(2\)\(e\)](#), and [447.505](#). "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

ARTICLE XVIII. GRIEVANCE PROCEDURE:

18.1 PURPOSES:

- A. To set forth an orderly method for processing grievances to a resolution.
- B. To secure, at the lowest level possible, solutions to complaints or grievances.

18.2 DEFINITIONS:

- A. A grievance is defined as (1) claim by a grievant that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of this agreement;
- B. A grievant may be an employee, a group of employees, or the Association. Class action grievances shall be initiated by the Association at Step II.
- C. The employer is The School Board of Polk County, Florida, or those in the role of management for the School Board of Polk County, Florida.
- D. Days mean workdays excluding Saturday, Sunday, and holidays.
- E. Immediate supervisor is the individual in the role of management for the Board. Each employee shall have only one immediate supervisor at a particular school or department.
- F. Association shall mean the employee organization and its agents certified as the exclusive bargaining agent pursuant to Florida Statutes.

18.3 PROCEDURES:

- A. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. If the grievant fails to submit the grievance

to the next step within the time limits as provided, the grievance will be deemed to have been resolved. If the immediate supervisor fails to respond to the grievance within the time limits as provided, the grievance may be carried to the next step immediately. However, time limits may be extended by either party upon one day's written notice to the other party. Such extension shall not exceed ten (10) workdays, except in cases of emergency.

B. When grievance meetings and conference are held during school hours, all employees whose presence is required shall be excused with pay for the purpose of appearing. All meetings shall be by mutual agreement.

C. When illness or other incapacity of the grievant or managerial representative of the Board prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the grievant or representative of the Board can be present.

D. All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants and this information shall not be transmitted outside the District, except in court cases or subpoenas.

E. In the case of a grievance in which the Association is involved, the Association and administration shall mutually agree on the date and time of all proposed grievance meetings, and the Association shall be advised in writing of the adjustments and proposed resolutions beyond the informal procedure. In grievance cases where the Association is not involved in representing the grievant, the Association shall be advised in writing of all proposed grievance meetings, adjustments and proposed resolutions beyond the informal procedure. The Association shall have the right to send an observer to all grievance meetings.

F. In the event a grievance is filed on or after June 1, time limits for the Informal Procedure, Steps I and II, shall consist of a total of seven (7) workdays so that the grievance may be resolved before June 30. If the grievance is continued to Step III, the Board shall consider this grievance within fifteen (15) workdays following the conclusion of Step II.

G. During this grievance procedure, if there are administrators present in addition to the principal and a member of his/her managerial staff, the employee shall be entitled to have additional representatives of the Association, including staff.

H. When the Association is made aware of a problem, it shall try to settle the problem informally with the principal. If, as a result of the discussion, a problem still exists, the Association shall, within ten (10) workdays, submit to the area superintendent a completed copy of the grievance form ([APPENDIX A - OFFICIAL GRIEVANCE FORM](#)).

I. At Steps I, II, III, and IV, Association Staff may be involved.

J. The District shall ensure all prospective employee participants are present at the meetings, unless attendance impacts student instruction. The parties shall mutually agree to the required meeting participants.

18.4 RESOLUTION PROCEDURE:

INFORMAL PROCEDURE:

If a member of a bargaining unit believes he/she has a grievance, he/she shall first discuss the matter in good faith with his/her immediate supervisor in an effort to resolve the problem informally. This action shall take place within fifteen (15) workdays after the grievant knew or could reasonably have been expected to know of the event giving rise to the grievance.

At the informal procedure, the grievant may be accompanied by an Association member representative. The immediate supervisor or principal may have a member of his managerial staff, or if none exists, an assistant principal from another school at the meeting in the event that an Association member representative is present. The Informal Procedure may be postponed until such time as a knowledgeable person mutually agreed upon by both parties can be present. In this informal action, the grievant shall advise his/her supervisor of the particular section of the agreement alleged to have been violated. No record shall be maintained. The immediate supervisor will respond to the grievance within two (2) workdays after the informal meeting.

STEP I: If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the grievant

shall, within ten (10) workdays after the informal discussion, submit to the area superintendent/assistant superintendent a completed copy of the grievance form ([APPENDIX A - OFFICIAL GRIEVANCE FORM](#)). This time limit shall not apply in cases where the nature of the grievance is continuous, or when the resolution agreed to at the informal level has not or cannot be implemented. Within ten (10) workdays after the receipt of the written grievance, the area superintendent/assistant superintendent shall arrange and meet with grievant and/or the Association in an effort to resolve the grievance. The area superintendent/assistant superintendent shall indicate his/her proposed resolutions of the grievance in writing at the appropriate place on the grievance form within five (5) workdays after such meeting and send copies thereof to the grievant and the Association.

STEP II: If the grievant is not satisfied with the proposed resolutions of the grievance at Step I, such grievant may appeal, by filing a form as contained in the Appendices to this contract, with the Superintendent, within ten (10) workdays after receipt of the decision at Step I. The Superintendent shall arrange and meet with the grievant and/or Association within six (6) workdays after the receipt of the grievance in an effort to resolve the problem. At least one (1) workday prior to the meeting each party shall give to the other a list of prospective participants. The District shall ensure all prospective employee participants are present at the meetings, unless attendance impacts student instruction. The parties shall mutually agree to the required meeting participants. The Superintendent shall indicate his/her proposed resolutions of the grievance in writing within five (5) workdays after the meeting and shall furnish a copy thereof to the Association, the grievant and the immediate supervisor.

STEP III: In the event the Association is not satisfied with the proposed resolution of the grievance made by the Superintendent, or if no proposed resolution has been made within five (5) workdays of such meeting, then within ten (10) workdays thereafter, the grievance shall be transmitted to the Board by filing a copy with the Chairperson of the Board. The Board shall, within thirty (30) workdays, meet publicly for the purpose of discussing with the grievant and/or Association and the Superintendent or Superintendent's Designee the grieved issue(s) and proposed resolution. The proposed resolution by the Board shall be made and announced within three (3) workdays of the public hearing. A copy of such proposed resolution shall be furnished to the Association, the grievant, the immediate supervisor, and the Superintendent.

STEP IV: In the event the Association is not satisfied with the proposed resolution of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator. Notice of such submission shall be given in writing to the Superintendent within five (5) workdays after the Association has received a written proposed resolution from the Board. The arbitrator shall be selected from the American Arbitration Association or Federal Mediation Conciliation Services (FMCS) in accord with its rules, which likewise govern the arbitration proceedings. If one of the parties chooses to arbitrate through the American Arbitration Association, said party will pay the difference of the costs associated with the more expensive agency.

PROVISIONS:

1. The arbitrator shall not have power to alter, add to, or subtract from the terms of this agreement.
2. The Board and the grievant shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
3. The Board and the Association shall share equally the fees and expenses of the arbitrator when the grievance is processed by the Association. Neither the bargaining agent nor the Board shall be responsible for the cost of grievance arbitration by a member of the bargaining unit when the grievance is not processed by the Association.
4. If the Board refuses to arbitrate a grievance arising under this agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex parte basis. However, the Board shall continue to share the cost of the arbitration.
5. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this agreement.
6. No reprisals of any kind shall be taken against any party in interest participating in the grievance procedure.

7. Notwithstanding the expiration of this agreement, any grievance arising while the agreement was in effect may be processed through the grievance procedure until resolution.
8. Any Paraeducator for whom a grievance is sustained shall be reimbursed in accordance with the award of the arbitrator.
9. The Association reserves the right to insure the proper use of the grievance procedure for the bargaining unit. If the Association has declined to process or further process any grievance presented to it, and if any employee or group of employees desire to process it or further process their own grievance through this procedure, the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, nothing herein contained shall be construed to prevent any public employees from presenting, at any time, their own grievance(s) in person or by legal counsel to the employer and having such grievances adjusted without the intervention of the bargaining agent, provided however, that the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and provided further that the bargaining agent has been given notice and reasonable opportunity to be present at any meeting called for the resolution of such grievance.
10. Should either party request a transcript of the proceedings at Step IV, then the party shall bear the full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.
11. Each party shall bear the full cost of its representation at all steps of the grievance procedures.
12. An employee shall have the right to have an Association member representative present when a grievance is being discussed. In a case where no Association member representative is present to attend the informal procedure, the discussion may be postponed, and the Association staff will have the right to appoint an Association member to attend the informal session.
13. The grievant may, after the Informal Procedure, present the grievance in writing to the Association who will provide an opportunity for a meeting with the grievant to decide the merits of the case within five (5) workdays after receipt of the grievance by the Association.

ARTICLE XIX. SALARIES

19.1 Salaries for paraeducators shall be shown in [APPENDIX C – PARAEDUCATOR SALARY SCHEDULE](#). The effective date of the salary schedule shall be the first working day of the contractual work year for each employee.

19.2 All paraeducators will be paid for 186 days unless otherwise specified in the Glossary of Terms or in [APPENDIX B – PARAEDUCATOR PAY GRADES](#) Paraeducator Pay Grades. Salaries for paraeducators who were employed as of the last day of the school year and continue employment the following year shall be paid in twenty-four (24) equal payments over twelve (12) months. Employees working for Polk County School Board prior to July 1, 2020, shall be paid in twelve (12) equal payments over twelve months unless the employee has opted to be paid semi-monthly in twenty-four (24) equal payments over twelve (12) months. Once an employee has chosen to be paid semi-monthly, that employee shall not be able revert back to twelve (12) equal payments over twelve (12) months.

- a. Schedule for Twelve (12) equal payments over twelve (12) months (only available to employees working for Polk County School Board before July 1, 2020): Said payment shall begin in August and be made on the last banking day of each month during the school term and on the last banking day of each month during June, and July.
- b. Schedule for Twenty-four (24) equal payments over twelve (12) months (all employees hired after July 1, 2020, and other employees hired prior to July 1, 2020, who have opted in to semi-monthly): Said payment shall begin

on the last banking day of August and be made on the 15th of the month or last banking day prior to the 15th of the month and last banking day of each month thereafter.

19.2-1 For paraeducators working overtime or additional days during breaks, including the summer break, time worked and submitted to the Payroll Department by an established payroll cutoff date will be paid in that same month.

19.2-2 Employees separating from service after completing their contract with the Board shall notify the Payroll Department in writing, no later than June 10, to request their final contract payout in the next full payroll cycle following their last day of employment. Employees separating from service during the term of their contract with the Board shall receive their final payout in the next full payroll cycle.

19.2-3 Employees on a Board approved unpaid leave may notify the Payroll Department in writing, concurrently with the request for leave, to request that existing holdback funds (as applicable) be applied to receive a full paycheck until their holdback is exhausted.

19.2-4 The parties agree to allow employees hired prior to July 1, 2020, an opportunity to switch payroll options from twelve (12) equal payments over twelve (12) months to the semi-monthly option of twenty-four (24) equal payments over twelve (12) months each spring starting on the first workday in April through the last work day in April. Once an employee opts into semi-monthly pay, they may not revert to twelve (12) equal payments over twelve (12) months.

19.3 Regularly recurring duties beyond the contracted duty day will be paid at the employees' regular rate of pay in accordance with the federal wage and hour guidelines. All work contracted and performed beyond a 40-hour work week will be paid at "time and a half" of the employee's hourly rate of pay. (Example: Asst. Volleyball Coach \$1,340 divided by \$12.00 (\$8.00 + \$4.00) = 111.66 hours.)

19.4 Work Experience Credit for Salary Purposes

It shall be the responsibility of the employee to provide verification of experience or credentials specific to his/her position, to the Human Resource Services Division Personnel Department within ninety (90) calendar days of hire date to be paid retroactively to the date of hire.

Experience verification received more than ninety (90) calendar days from date of hire will be effective on the date received by the Human Resource Services Division Personnel Department.

19.4-1 Polk County Public Schools Work Experience: Experience credit for previous work in Polk County Public Schools as a paraeducator will be given year for year salary experience on [Appendix C - Paraeducator Salary Schedule](#). A year of experience is defined as working one day over one-half of the number of days assigned in Appendix B - Paraeducator Pay Grades for a paraeducator's assigned job title.

19.4-2 Non-Polk County Public Schools Work Experience: Employees may receive up to one (1) year credit on the appropriate salary schedule for each two (2) years worked as a paraeducator in a public or accredited private school. Licensed pre-kindergarten programs with at least three (3) full-time employees are considered accredited private schools.

19.5 Licensed Practical Nurses and Sign Language Interpreters may receive experience credit only for prior employment in their field given one (1) year credit for every year worked.

19.6 Child Development Associate Teacher (CDAT): Comparable experience will be credited, year for year, as a pre-kindergarten teacher in a licensed program with at least 3 (three) employees, or as a preschool teacher or preschool paraeducator in a public school classroom.

19.7 Teacher Work Experience: Credit for previous teaching experience in an accredited school system shall be granted on a year for year basis on the salary schedule.

19.8 Clerical/Secretarial Work Experience: Experience credit for work as a secretary, in Polk County Public Schools will be given year for year on [Appendix C - Paraeducator Salary Schedule](#)

19.9 Military Service Experience Credit: For the purpose of placement on the appropriate salary schedule, paraeducators will be granted up to four (4) years' experience credit for military service. All pay grades are eligible for military service credit. Military service credit is payable at the rate of \$200 per year added to the base salary of the paraeducator.

19.10 Network Manager Related Experience Salary Credit: See Appendix G.

19.11 Paraeducators who complete the Professional Development Department authorized 30-hour in-service program within a two-year period will have \$200.00 added to their annual base salary. The Professional Development Department shall offer a 30-hour program within the two-year period. Paraeducators completing the authorized program within the two years shall be reported to the Human Resource Services Division by the Professional Development Department. Salary adjustment will be effective at the beginning of the next pay period following completion of the course.

19.11-1 Interpreters who work outside of normal working hours interpreting are paid at their regular hourly rate with a two (2)-hour minimum.

19.12 Licensed Practical Nurses (LPNs) and Sign Language Interpreters who need workshops or in-service training hours for maintenance of license, credentials or certification shall be reimbursed the cost of such training up to a maximum of \$150.00 per year with prior approval. All requests shall be made to the employee's principal/supervisor and forwarded to the Director of Labor and Employee Relations for approval and reimbursement.

19.13 College Hours:

SEMESTER HOURS	EDUCATION DEGREE PROGRAM	
	OR DEGREE RELATED TO POSITION	OTHER DEGREE PROGRAM
30 Hours	\$500.00	\$500.00
60 Hours/AA/AS	\$500.00	\$500.00
90 Hours	\$700.00	\$300.00
BA/BS	\$700.00	\$300.00

Compensation for college credit shall be applied to the employee's base salary. Credited hours must be earned from a regionally accredited college accepted by the State of Florida for certification purposes.

Original transcripts must be submitted to the Personnel Department for each 30-hour increment completed after April 25, 2000. Effective July 1, 2010, credit for participation in an Education Degree Program will require documentation of admission to the College of Education and/or the degree major, either by official original letter from the college, or a degree program notation on the official transcript.

When the paraeducator transfers to a position outside of this agreement the college hours supplement(s) will be removed.

19.14 Overpayments

Employees who were overpaid for any reason other than those specified in Section 19 shall receive written notice of the overpayment and the opportunity to discuss the matter with the Human Resource Services Division.

The employee shall be notified in writing. The payment or recovery of payroll errors shall be limited to the sum overpaid during the current fiscal year and the previous fiscal year. In addition, payroll records will be corrected for all future wage and/or salary payments.

19.14-1 The repayment of overpayments shall occur as soon as reasonably possible following notification. Repayment schedules shall be reduced to writing and show the total amount owed and the dollar amount of each installment with the end date. In the event that the employee will not agree to a repayment schedule, recovery of the overpaid sums shall not exceed three percent of the gross pay per pay period until the repayment plan is satisfied. In the event of a factual dispute regarding the reason for or amount of an overpayment, the sole remedy shall be a hearing before a hearing officer

agreed upon by the Superintendent/designee, and the Association/employee from a mutually established list of three attorneys. The decision of the hearing officer shall be final and binding. The cost of the hearing shall be borne equally by each side.

19.14-2 Should the number of annual pay periods be changed; the repayment schedule will be restructured accordingly.

19.15 In the event an employee is paid for leave time, and/or time not worked, that is determined to be unearned, such overpayment may be withheld in full during the next pay period(s). In the event of an employee's termination for any reason, any and all sums due the School Board may be withheld in full of any sums otherwise due to the employee.

19.16 In the event an employee believes an overpayment or underpayment has occurred, the employee must report the suspected overpayment or underpayment to the worksite payroll secretary who will begin researching and processing as appropriate.

19.17 Underpayments

Underpayments shall be calculated for the previous 24 months from the date the error is discovered or the date the employee notifies the District in writing, whichever is earlier. Underpayments shall be calculated and paid to the employee within the next two regularly scheduled payroll cycles. Regardless of the length of time an underpayment has been ongoing, payroll will be corrected for all future salary payments. Once an underpayment has been corrected, it may not be later rescinded as an overpayment.

Employees hired after July 1, 2020, or employees who have opted into semi-monthly pay of twenty-four (24) equal payments over twelve (12) months will not be eligible for off-cycle payments except in the event of an employer error. An off-cycle payment will only be issued if the amount is equal to or greater than two (2) days of pay. In this case, the employee shall be made whole immediately.

19.18 Employees shall have access to the Staff Portal (<https://staff.mypolkschools.net/>) to view a complete salary detail to include job title, number of regular work hours for the pay period, base salary with the corresponding hourly rate, annual amount of each supplement for which the employee has qualified (as applicable) with the corresponding hourly rate, and total salary with the corresponding hourly rate.

19.18-1 If an employee is eligible for a monthly recurring supplement payment, it will be reflected within the Staff Portal as part of the hourly rate or listed as a monthly recurring payment. End of year supplements, paid after completion of services relative to the supplement, will only be reflected in the Staff Portal during the pay period in which payment is received.

19.18-2 This information shall be available within 30 days following the first workday of each fiscal year. If an employee disputes the Staff Portal information, he/she may discuss the matter with a representative of the Human Resource Services Division Personnel Department.

19.19 Raise and Salary Level Advancement: Educational Support Personnel will receive at least a 3% salary increase on July 1st for the fiscal year of 2022-2023 upon completion of at least half of the previous school year's contract term upon completion of at least half of the previous school year's contract term. Cost of Living Adjustments (COLA) or other potential salary improvements to the Paraeducator salary schedules will be negotiated with any additional funding per the provision in 19.20-3. The parties agree that salary levels no longer equate to years of experience.

19.20 In the event the Florida Legislature significantly changes the expected funding level received from Florida Education Finance Program (FEFP), including all of its components and at any time during the term of this agreement, the parties agree to discuss and review a concern raised by either party.

19.20-1 In the event there becomes a reason to expect an excess of funding, the parties agree to determine the amount of such excess and discuss enhancing current employee compensation. The parties recognize that through mutual agreement and ratification by the parties, the current agreed upon compensation could be changed.

19.20-2 In the event the District feels a need to declare “Financial Urgency” as outlined in §447.4095, *Florida Statutes*, the parties agree to follow the process as outlined in the statute.

19.20-3 In the event there is a fluctuation in the total funding per student received from FEFP for Polk County Public Schools greater than or equal to 2% in either direction, positive or negative, or, if the assigned/unassigned general fund balance is projected to fall below 3% in accordance with state statute, the parties agree to renegotiate automatic salary advancement. This provision supersedes 19.20 and 19.20-1 and 19.20-2 regarding financial urgency above.

19.21 New or additional longevity supplements shall be calculated and paid on the first paycheck of the fiscal year for any employee earning such new or additional supplement.

19.22 The Board recognizes that some material and equipment may be damaged, broken or lost in the normal course of education. Employees may be charged the current depreciated value of the material or equipment only if gross negligence meaning reckless disregard can be proven. Employees will not be charged for wear and tear caused by normal use.

ARTICLE XX. TERM OF CONTRACT:

The terms and conditions of this contract shall become effective as of July 1, 2022.

This Collective Bargaining Agreement shall remain in full force and through June 30, 2025, unless agreement is reached before that date. The parties agree that negotiations will continue on an ongoing basis in a collaborative, interest-based approach to resolve problems, with salaries negotiated annually.

The Board and the Association agree to comply with the PERC notification requirements annually.

This Agreement shall not be extended orally.

POLK EDUCATION ASSOCIATION, INC.

THE SCHOOL BOARD OF POLK COUTNY, FL

By _____
PEA President

By _____
School Board Chair

By _____
Superintendent

By _____
Associate Superintendent of Human Resources, Chief
Negotiator

Date Rec/vd/Association		No:		
Date Filed/Association		Step:		
Rec'vd By:		Filed By:		

APPENDIX A - OFFICIAL GRIEVANCE FORM

Name		Assignment	
Address		School	
Home Phone		School Phone	
Date of Incident			
Relevant Article(s) Of Contract – Policy			
Statement of Grievance			
Relief Sought:			
Signature of Grievant			
Date			
Disposition:			
Signature of Supervisor			
Date			
OFFICE USE ONLY			
Date Received	By		
Date Received	By		
Copies to: Grievant – Association – Supervisor			

APPENDIX B – PARAEDUCATOR PAY GRADES

Pay Grade	Days/Year	Hours/Day	Hrs/Year	Job Titles
PA01	186	7.5	1395	Basic, ESOL, Title I, Title I Parent Involvement
PA02	186	7.5	1395	Computer Lab Manager, Culinary Para, ESE Basic (non self-contained), ESE Cluster, Health Clinic, Library Media I (with teacher), Physical Education
PA03	186	7.5	1395	Credentialed Child Development Associate (CDA), ESE Pre-K, ESE Self-contained, Pre-K Basic, Library Media II (without teacher), SPELL, READ, PAT Para, ESE Student Specific
	247	8	1976	Family Services Advocate - Head Start
PA04	186	7.5	1395	Vocational Trainer, Hearing Screener
PA05	186	7.5	1395	Cosmetologist, Massage Therapist
PA06	194	8	1552	Adjudicated Youth Assistant (AYA)
PA07	186	7.5	1395	Title I Family Liaison, Virtual Education Facilitator
	196	8	1568	Child Development Associate Teacher- Childcare Services, Head Start, Home Visitor, and Preschool
	247	8	1976	Head Start Parent Outreach Facilitator Books Bridge Outreach Facilitator
PA08	216	7.5	1620	Network Manager (11-month)
PA09	186	7.5	1395	Specialized ESE Unit Paraeducator, Paraeducators assigned to ESE Learning Centers: Doris A. Sanders Learning Center, Jean O'Dell Learning Center, and Karen M. Siegel Academy

PA10	186	7.5	1395	LPN
	194	8	1552	Occupational Therapy Assistant, Physical Therapist Assistant
SL00	186	7.5	1395	Educational Sign Language Interpreter – Entry Level
SL01	186	7.5	1395	Educational Sign Language Interpreter – Pre-Apprentice
SL02	186	7.5	1395	Educational Sign Language Interpreter – Apprentice
SL03	186	7.5	1395	Educational Sign Language Interpreter – Provisional
SL04	186	7.5	1395	Educational Sign Language Interpreter – Provisional Plus
SL05	186	7.5	1395	Educational Sign Language Interpreter – Proficient

Sign Language Interpreters

Level 4.0 - 5.0 EIPA with a passing score on the EIPA Knowledge Exam

*Definitions provided for informational purposes only.

Educational Sign Language Interpreter Levels:

EIPA – Educational Interpreter Performance Assessment

RID – Registry of Interpreters for the Deaf

- **Entry Level (SL00)** – No level or certification, or EIPA Level 1.0 - 1.9
- **Pre-Apprentice (SL01)** – 0-5 hours of college credit and one of the following credentials: Level 2.0 – 5.0 EIPA or National Certification (RID).
- **Apprentice (SL02)** – 6-11 hours of college credit and one of the following credentials: Level 2.5 – 5.0 EIPA or National Certification (RID)
- **Provisional (SL03)** – 12-35 hours of college credit and one of the following credentials: Level 3.0 – 5.0 EIPA or National Certification (RID)
- **Provisional Plus (SL04)** – 36-59 hours of college credit and one of the following credentials: Level 3.5 – 5.0 EIPA or National Certification (RID)
- **Proficient (SL05)** – Minimum of an Associate of Arts or Associate of Science degree, or equivalent number of college hours (60 or more) Level 4.0 - 5.0 EIPA with a passing score on the EIPA Knowledge Exam and National Certification (RID).

APPENDIX C – PARAEDUCATOR SALARY SCHEDULE

2022-2023

Educational Support Personnel and Paraeducators:

With the minimum hourly rate increasing to at least \$15/hour for the 2022-2023 school year instead of gradually increasing until September of 2026, PEA and the District have tentatively agreed to the following changes to the already ratified pay level advancement.

- A pay level advancement on the 2021-2022 pay schedules equals a 3% raise. Instead of advancing one pay level starting July 1, 2022, all educational support personnel and paraeducators will receive at least 3% added into their current pay level. This equates to a pay level advancement on last school year's pay schedule as ratified on 10/12/21.
- Many educational support personnel and paraeducators will realize more than a 3% raise with the new minimum hourly rate set to at least \$15/hour.
- Everyone at the top of the paygrades will still receive at least a 3% raise.
- Para Network Managers will receive one pay level advancement that equates to a 3% raise due to the network manager pay grade enhancements from the 2021-2022 school year. There were no changes made to the para network manager schedule ratified last year.
- Over the next couple years, PEA and the District will work toward equalizing the pay level increments for support staff pay grades. The goal is to maintain a shorter pay grade schedule that moves employees to the top of their schedules faster, so they realize more money in their FRS retirement accounts and more take home pay sooner than on the old schedules.

PA01	PA01 \$/hour	PA01 1395 hours annualized
PA01-M	\$15.00	\$20,925
PA01-N	\$15.39	\$21,469
PA01-O	\$15.86	\$22,125
PA01-P	\$16.33	\$22,780
PA01-Q	\$16.82	\$23,464
PA01-R	\$17.33	\$24,175
PA01-S	\$17.85	\$24,901
PA01-T	\$18.38	\$25,640
PA01-U	\$19.12	\$26,672
PA01-V	\$19.88	\$27,733
PA01-W	\$20.48	\$28,570
top	\$21.09	\$29,421

PA02	PA02 \$/hour	PA02 1395 hours annualized
PA02-M	\$15.15	\$21,274
PA02-N	\$15.35	\$21,413
PA02-O	\$15.81	\$22,055
PA02-P	\$16.28	\$22,711
PA02-Q	\$16.77	\$23,394
PA02-R	\$17.27	\$24,092
PA02-S	\$17.79	\$24,817
PA02-T	\$18.32	\$25,556
PA02-U	\$18.87	\$26,324
PA02-V	\$19.63	\$27,384
PA02-W	\$20.41	\$28,472
PA02-X	\$21.02	\$29,323
top	\$21.65	\$30,202

PA03	PA03 \$/hour	PA03 1395 hours annualized	PA03 1976 hours annualized
PA03-N	\$15.30	\$21,623	\$30,628
PA03-O	\$15.76	\$21,985	\$31,142
PA03-P	\$16.23	\$22,641	\$32,070
PA03-Q	\$16.72	\$23,324	\$33,039
PA03-R	\$17.22	\$24,022	\$34,027
PA03-S	\$17.74	\$24,747	\$35,054
PA03-T	\$18.27	\$25,487	\$36,102
PA03-U	\$18.82	\$26,254	\$37,188
PA03-V	\$19.38	\$27,035	\$38,295
PA03-W	\$20.16	\$28,123	\$39,836
PA03-X	\$20.96	\$29,239	\$41,417
PA03-Y	\$21.59	\$30,118	\$42,662
top	\$22.24	\$31,025	\$43,946

PA04	PA04 \$/hour	PA04 1395 hours annualized
PA04-N	\$15.60	\$21,762
PA04-O	\$15.71	\$21,915
PA04-P	\$16.18	\$22,571
PA04-Q	\$16.67	\$23,249
PA04-R	\$17.17	\$23,946
PA04-S	\$17.68	\$24,665
PA04-T	\$18.21	\$25,405
PA04-U	\$18.76	\$26,166
PA04-V	\$19.32	\$26,951
PA04-W	\$19.90	\$27,760
PA04-X	\$20.70	\$28,870
PA04-Y	\$21.52	\$30,025
PA04-Z	\$22.17	\$30,927
top	\$22.83	\$31,854

PA05	<u>PA05</u> \$/hour	<u>PA05</u> 1395 hours annualized
PA05-N	\$15.85	\$22,111
PA05-O	\$16.13	\$22,501
PA05-P	\$16.62	\$23,185
PA05-Q	\$17.12	\$23,882
PA05-R	\$17.63	\$24,594
PA05-S	\$18.16	\$25,333
PA05-T	\$18.70	\$26,087
PA05-U	\$19.26	\$26,868
PA05-V	\$19.84	\$27,677
PA05-W	\$20.44	\$28,514
PA05-X	\$21.25	\$29,644
PA05-Y	\$22.10	\$30,830
PA05-Z	\$22.77	\$31,764
top	\$23.45	\$32,713

PA06	<u>PA06</u> \$/hour	<u>PA06</u> 1552 hours annualized
<u>PA06-F</u>	<u>\$16.10</u>	<u>\$24,987</u>
<u>PA06-G</u>	<u>\$16.61</u>	<u>\$25,779</u>
<u>PA06-H</u>	<u>\$17.11</u>	<u>\$26,555</u>
<u>PA06-J</u>	<u>\$17.62</u>	<u>\$27,346</u>
<u>PA06-L</u>	<u>\$18.15</u>	<u>\$28,169</u>
<u>PA06-M</u>	<u>\$18.87</u>	<u>\$29,286</u>
<u>PA06-N</u>	<u>\$19.63</u>	<u>\$30,466</u>
<u>PA06-O</u>	<u>\$20.22</u>	<u>\$31,381</u>
top	\$20.82	\$32,313

PA07	PA07 \$/hour	PA07 1395 hours annualized	PA07 1568 hours annualized	PA07 1976 hours annualized
PA07-F	\$16.10	\$22,460	\$25,245	\$31,814
PA07-G	\$16.30	\$22,739	\$25,558	\$32,209
PA07-H	\$16.79	\$23,422	\$26,327	\$33,177
PA07-I	\$17.29	\$24,120	\$27,111	\$34,165
PA07-J	\$17.81	\$24,845	\$27,926	\$35,193
PA07-K	\$18.35	\$25,598	\$28,773	\$36,260
PA07-L	\$18.90	\$26,366	\$29,635	\$37,346
PA07-M	\$19.46	\$27,147	\$30,513	\$38,453
PA07-N	\$20.05	\$27,970	\$31,438	\$39,619
PA07-O	\$20.65	\$28,807	\$32,379	\$40,804
top	\$21.27	\$29,672	\$33,351	\$42,030

PA08	PA08 \$/hr	PA08 1620 hours annualized
PA08-A	\$18.52	\$30,000
PA08-B	\$19.07	\$30,900
PA08-C	\$19.65	\$31,827
PA08-D	\$20.24	\$32,782
PA08-E	\$20.84	\$33,765
PA08-F	\$21.47	\$34,778
PA08-G	\$22.11	\$35,822
PA08-H	\$22.78	\$36,896
PA08-I	\$23.46	\$38,003
PA08-J	\$24.16	\$39,143
PA08-K	\$24.89	\$40,317
PA08-L	\$25.63	\$41,527
PA08-M	\$26.40	\$42,773
PA08-N	\$27.20	\$44,056
PA08-O	\$28.01	\$45,378
PA08-P	\$28.85	\$46,739
PA08-Q	\$29.72	\$48,141
PA08-R	\$30.61	\$49,585
PA08-S	\$31.53	\$51,073
PA08-T	\$32.47	\$52,605
PA08-U	\$33.45	\$54,183
PA08-V	\$34.45	\$55,809
top 22-23	\$35.49	\$57,494

PA09 Alpha Pay Level	PA09 \$/hour	PA09 1395 hours annualized
PA09-L	\$18.00	\$25,110
PA09-M	\$18.50	\$25,808
PA09-N	\$19.00	\$26,505
PA09-O	\$19.50	\$27,203
PA09-P	\$20.00	\$27,900
PA09-Q	\$20.50	\$28,598
PA09-R	\$21.00	\$29,295
PA09-S	\$21.50	\$29,993
PA09-T	\$22.00	\$30,690
PA09-U	\$22.50	\$31,388
PA09-V	\$23.00	\$32,085
PA09-W	\$23.50	\$32,783
PA09-X	\$24.00	\$33,480
PA09-Y	\$24.50	\$34,178
PA09-Z	\$25.00	\$34,875

PA10 Alpha Pay Level	PA10 \$/hour	PA10 (LPN) 1395 hours annualized	PA10 1552 hours annualized
<u>PA10-C</u>	<u>\$23.00</u>	<u>\$32,085</u>	<u>\$35,696</u>
<u>PA10-D</u>	<u>\$23.67</u>	<u>\$33,020</u>	<u>\$36,736</u>
<u>PA10-E</u>	<u>\$24.38</u>	<u>\$34,010</u>	<u>\$37,838</u>
<u>PA10-F</u>	<u>\$25.10</u>	<u>\$35,015</u>	<u>\$38,955</u>
<u>PA10-G</u>	<u>\$25.85</u>	<u>\$36,061</u>	<u>\$40,119</u>
<u>PA10-H</u>	<u>\$26.62</u>	<u>\$37,135</u>	<u>\$41,314</u>
<u>PA10-I</u>	<u>\$27.41</u>	<u>\$38,237</u>	<u>\$42,540</u>
<u>PA10-J</u>	<u>\$28.23</u>	<u>\$39,381</u>	<u>\$43,813</u>
<u>PA10-K</u>	<u>\$29.07</u>	<u>\$40,553</u>	<u>\$45,117</u>
<u>PA10-L</u>	<u>\$29.93</u>	<u>\$41,752</u>	<u>\$46,451</u>
<u>PA10-M</u>	<u>\$30.27</u>	<u>\$42,227</u>	<u>\$46,979</u>
<u>top</u>	<u>\$31.18</u>	<u>\$43,496</u>	<u>\$48,391</u>

SL00 Alpha Pay Level	SL00 \$/hour	SL00 1395 hours annualized
SL00-M	\$15.00	\$20,925
SL00-N	\$15.15	\$21,134
SL00-O	\$15.61	\$21,776
top	\$16.08	\$22,432

SL01 Alpha Pay Level	SL01 \$/hour	SL01 1395 hours annualized
SL01-H	\$16.00	\$22,320
SL01-J	\$16.04	\$22,376
SL01-L	\$16.52	\$23,045
SL01-M	\$17.02	\$23,743
SL01-N	\$17.53	\$24,454
SL01-O	\$18.05	\$25,180
top	\$18.60	\$25,947

SL02 Alpha Pay Level	SL02 \$/hour	SL02 1395 hours annualized
SL02-G	\$18.00	\$25,110
SL02-H	\$18.02	\$25,138
SL02-J	\$18.56	\$25,891
SL02-L	\$19.12	\$26,672
SL02-M	\$19.88	\$27,733
SL02-N	\$20.68	\$28,849
SL02-O	\$21.71	\$30,285
top	\$22.36	\$31,192

SL03 Alpha Pay Level	SL03 \$/hour	SL03 1395 hours annualized
SL03-F	\$20.00	\$27,900
SL03-G	\$20.25	\$28,249
SL03-H	\$20.86	\$29,100
SL03-J	\$21.48	\$29,965
SL03-L	\$22.13	\$30,871
SL03-M	\$23.01	\$32,099
SL03-N	\$23.93	\$33,382
SL03-O	\$25.13	\$35,056
top	\$25.88	\$36,103

SL04 Alpha Pay Level	SL04 \$/hour	SL04 1395 hours annualized
SL04-F	\$23.00	\$32,085
SL04-G	\$23.45	\$32,713
SL04-H	\$24.15	\$33,689
SL04-J	\$24.87	\$34,694
SL04-L	\$25.62	\$35,740
SL04-M	\$26.39	\$36,814
SL04-N	\$27.18	\$37,916
SL04-O	\$28.27	\$39,437
top	\$29.11	\$40,608

SL05 Alpha Pay Level	SL05 \$/hour	SL05 1395 hours annualized
SL05-E	\$26.00	\$36,270
SL05-F	\$26.36	\$36,772
SL05-G	\$27.15	\$37,874
SL05-H	\$27.97	\$39,018
SL05-J	\$28.81	\$40,190
SL05-L	\$29.67	\$41,390
SL05-M	\$30.86	\$43,050
SL05-N	\$31.78	\$44,333
SL05-O	\$32.74	\$45,672
top	\$33.72	\$47,039

All employees hired after July 1, 2020, are to be paid in twenty-four (24) equal payments over twelve (12) months. All employees hired prior to July 1, 2020, are to be paid in twelve (12) equal payments unless that employee has opted into semi-monthly payments of twenty-four (24) equal payments over twelve (12) months.

Longevity supplement of \$37.00 per month beginning upon completion of 15 years of creditable service and in 5-year increments thereafter.

Health Contact Supplement of \$200

Title 1 Supplement of \$200 for any paraeducator working at a designated Title 1 School.

1 copy - Paraeducator

APPENDIX E - GROUND RULES

1. Bargaining proposals, amendments or counter proposals pertaining to the Agreement which the Association or the Board desire to be negotiated shall be submitted in writing by each party.
2. The Superintendent or his representative, and the bargaining agent, or its representative, shall meet at reasonable times for the purpose of negotiating and seeking agreement. All sessions shall commence at the agreed upon time.
3. The most recent Collective Bargaining Agreement, as amended, will be used by both parties as a point of reference for deletions, amendments and all other changes.
4. Throughout negotiations, all tentative agreements shall be signed by a representative designated by each party. By mutual agreement a tentative agreement may be reopened for negotiation.
5. Only members of the respective teams are allowed to speak during the sessions. An exception shall occur only when the Board and/or the Association informs the other party prior to the meeting in which their consultant shall speak. The expense of such consultants shall be borne by the party requesting them.
6. Questions from observers shall be allowed only at the end of each session. Neither party will tolerate any harassment from observers during sessions.
7. Bargaining meetings shall be scheduled as frequently as necessary to expedite arriving at total agreement on items under consideration. The representatives of both parties shall conduct negotiations professionally and in good faith. Both parties agree to submit to mediation prior to declaring impasse.
8. The Association and the Superintendent will determine the formula and method to be used in costing out salary and supplementary salary schedules.
9. The negotiations team has a responsibility to look at the interpretation of data and apply it appropriately. The Board shall provide release time for the Association's negotiators when both parties agree that it is necessary to conduct sessions during scheduled hours of work.
10. When the negotiating teams reach tentative agreement on all items under negotiations, the proposed and tentative agreement shall be written and submitted to the Board and the Association for ratification with a favorable recommendation from the negotiating teams. Upon receipt of notice of ratification by the Association, the Board shall take action on ratification at their next meeting. If both parties ratify the agreement, then the parties shall sign two (2) copies of the final decision (one copy for the Board and one copy for the Association). If either party shall refuse to ratify the agreement reached by the negotiating teams, the party shall make a written statement to the other party as to their reasons. Said notification shall result in prompt resumption of negotiations, which lead to settlement or impasse procedures.
11. Proposals remain on the action item agenda to be addressed at the next bargaining session until tentatively agreed upon or mutually dropped.
12. All three teams will meet together to discuss salary and insurance issues.
13. The opportunity for all to speak freely and honestly about any issue; to ask questions freely and openly; to make a conscious effort to be employee and system-oriented, directed toward constancy of purpose; to encourage each other; using effective criticism and offering praise for the courage to try; to keep a positive outlook, maintaining high expectations; and to provide patience and consideration to each team member.
14. All decisions on bargaining agenda items will be decided upon only in bargaining team meetings.

APPENDIX F – OCCUPATIONAL THERAPY ASSISTANTS AND PHYSICAL THERAPIST ASSISTANTS

1. Occupational Therapy Assistants (OTA) and Physical Therapists Assistants (PTA) have some unique circumstances which differ from other members of the bargaining unit. This Appendix addresses these unique circumstances for OTAs and PTAs only. All sections of this Collective Bargaining Agreement (CBA) apply to OTAs and PTAs unless in conflict and specifically address in this Appendix.
2. Sick leave used for personal reasons may be used immediately before or after a holiday.
3. The workday for OTAs and PTAs is eight (8) hours per day with an unpaid self-defined lunch time. OTAs and PTAs will develop their own schedules to best meet the needs of their assigned caseload. Time and attendance will be documented through their time sheets. Flexible scheduling of time with no split shifts shall be allowed. Flexible scheduling shall be utilized to accommodate meetings and medical appointments. For unanticipated schedule changes, such as IEP meetings starting or ending late, such schedule changes should be corrected no later than during the week following the unanticipated change to avoid overtime pay.
4. The District will maintain access for OTAs and PTAs to receive Continuing Education Units (CEUs) without charge. Appropriate training for OTAs and PTAs who need workshops or in-service training hours for maintenance of their license shall be sufficient in quantity for renewal. The District shall provide such training by becoming an approved Florida provider of continuing education for OTAs and PTAs, or, shall partner with an approved continuing education provider which shall offer appropriate content to OTAs and PTAs without cost, or, shall reimburse OTAs and PTAs for the cost of such training, or, some combination thereof. OTAs/PTAs shall be allowed to attend the Working with Experts trainings at the closest location with no limitation on the number who can attend. If a student has a specific need, alternative coverage will be found.
5. **Evaluation Process** – OTAs and PTAs will be evaluated using the forms and processes approved by the FLDOE in April 2014. These forms and processes would remain in place until a new evaluation system is jointly developed with PEA.
6. **Paid Holidays** – OTAs and PTAs will have four (4) paid holidays and work the same schedule as 10-month teachers.
7. **Initial Placement on Salary Schedule** – Current OTs and PTs initial placement on the salary schedule at the beginning of the 2014-2015 school year will be at the Step that is equal to their current salary. If the current salary does not match a step, the employee will be placed at the next highest step. Any raises negotiated for the 2014-2015 shall be in addition to this initial placement.
8. **Experience Credit for new employees** – Newly hired employees may receive credit for up to ten (10) years of documented work experience as a licensed OTA or PTA. The newly hired employee shall be moved one (1) step on the salary schedule for each two (2) years of documented full-time experience. Credit shall be granted retroactively to the newly hired employees initial employment date if documentation is provided to the Personnel Department within the first 90 days.

POLK COUNTY PUBLIC SCHOOLS 2022-2023 HEALTH PLAN

Plan Funding- *No plan design or employee/retiree premium cost changes for the 2023 plan year (January 1 – December 31, 2023)*

	<u>1/1/2022-12/31/23</u>
Active-Board Contribution	\$814
Employee (EE) Rate	\$0
Spouse	\$594
1 Child	\$105
2 Children	\$210
3+ Children	\$245
Retiree	\$594

Plan Design

Medical

Benefit Type	Current Indiv/Family
Medical In-Network deductible	\$900/\$1,800
Medical Out of Network deductible	\$1,500/\$3,000
Medical In-Network Out of Pocket max	\$5,000/\$9,000
Specialist Office Visit copay	\$50

Prescription Drug Plan

	Current		
Annual Deductible Per Person	\$50 per person		
Rx Out of Pocket max	\$1,600/\$4,200		
	Retail	ESN	Mail
Generic (tier 1,2)	\$8	\$20	\$20
Preferred Brand (tier 3)	\$40 to \$80	\$120 to \$240	\$125
Non-Preferred (tier 4)	\$80 to \$160	\$210 to \$420	\$200
Preferred Specialty (tier 5)	\$80	n/c	n/c
Non-Preferred Specialty (tier 6)	\$160	n/c	n/c

Other Plan Benefit Changes for Information

Issue	
<p>A. Split fill program effective 1/1/2022 will include enzyme deficiencies, oral oncology, lung disorders, pulmonary hypertension, multiple sclerosis, sleep disorders, and other specialty medications. Prime Therapeutics determines which drugs within each disease state are eligible for Split Fill. The program is specifically for drugs that have the highest incidence of adverse effects. The split fill is determined for each drug individually based on demonstrated frequency of adverse effects.</p>	<p>Informational Item</p>
<p>B. Outpatient and office services that require precertification include the following categories:</p> <ul style="list-style-type: none"> ▪ Advanced Imaging (MRI, MRA, CT, CTA, PET) – currently in place ▪ Radiation Therapy Management (examples include proton beam therapy, cyberknife/stereotactic radiosurgery) ▪ Genetic Laboratory Testing (examples include BRCA testing) ▪ Select Outpatient/Office Services including Blepharoplasty, brow lift or ptosis repair; Breast reconstruction; Gastric restrictive procedures (if covered by the group plan); Implantable bone conduction hearing aids; Knee arthroplasty; Lumbar spinal fusion; Motorized/power wheelchair; Reduction mammoplasty; Rhinoplasty; Surgery for obstructive sleep apnea; Surgery for varicose veins; Wireless capsule endoscopy 	<p>Informational Item</p>
<p>C. Wondr Health Program: A year-long leading 100% digital behavioral change program that treats the root cause of chronic disease, starting with weight loss. Whole-health approach to sustainable weight loss through physical and emotional behavior change.</p>	<p>Preventive Health Plan</p>

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF POLK COUNTY, FLORIDA
AND
THE POLK EDUCATION ASSOCIATION, INC.
TEACHING AND LEARNING AND OPERATIONAL
COLLABORATIVE COUNCILS

This Memorandum of Understanding (MOU) memorializes the parties' agreement authorizing collaborative councils beginning with the 2021-2022 school year 2nd quarter.

The **SCHOOL DISTRICT OF POLK COUNTY, FLORIDA** (D/B/A Polk County Public Schools) (**PCPS/District**) and the **POLK EDUCATION ASSOCIATION, INC. (PEA)** as evidenced by the respective signatures below, are parties hereto and agree to this Memorandum of Understanding (MOU) as more specifically set forth herein.

WHEREAS, the PEA is the certified bargaining agent for the District; and, the District is the employer and party to the Teacher, Educational Support Personnel (ESP), and Paraeducator Collective Bargaining Agreements (CBA) with the PEA; and,

WHEREAS, Teacher CBA *Article VI – Teaching Conditions* outlines the professional responsibility of planning time.

NOW, THEREFORE, with the goal to increase student achievement and communication regarding District initiatives, the parties agree to additional opportunities for instructional staff, ESP, and Paraeducators to participate in Teaching and Learning Collaborative Councils beginning with the 2021-2022 second quarter on Monday, October 18, 2021:

1. Purpose of Collaborative Councils

A committee consisting of school and District-level administrators appointed by the Superintendent, and bargaining unit members appointed by the PEA President, to create an intentional framework and effective supplemental resources for, including but not limited to, the negotiated additional weekly hours of planning time, staff evaluations, behavior and discipline, engagement of stakeholders, District budgetary oversight, contract oversight, etc. The Council is not a decision-making body, but advisory in nature to the District and Association bargaining teams.

Each Council seeks to:

- a.** Identify systemic problems and/or concerns and new topics for exploration with a goal of making recommendations to the appropriate stakeholders.
- b.** Explicitly outline the focus of the Professional Learning Community, differentiating levels of support for instructional staff and paraeducators.
- c.** Provide an open forum to discuss and support District initiatives and/or pilot programs and generate recommendations.
- d.** Provide communication between teachers, school-level administration, and District-level administration.
- e.** Maintain consistent communication between all schools.
- f.** For the 2021-22 and 22-23 school years, service on the committee is voluntary for all collaborative council members; however, PEA bargaining unit employees who are actively employed will receive a \$200 annual stipend for their participation and involvement in their June 30th paycheck.

2. Structure of the Councils

There will be eleven committees as outlined in the Section 4 table below. Each committee shall include at a minimum, one instructional representative each from an elementary, middle school, and high school, one paraeducator, and one ESP as appropriate.

- a. Each committee shall establish written guidelines/norms.
- b. Members can be removed by joint recommendation of the committee co-chairs and agreement from the Superintendent and the PEA President. ~~and~~ Council members will be replaced as vacancies arise.
- c. A school-based teacher/paraeducator/ESP may only serve on one council’s special area topic.
- d. The Superintendent and/or Chief Negotiator designee and PEA President and/or designee are considered ex-officio members of all collaborative council committees.
- e. Members may be added to each committee by agreement of the Superintendent and PEA President.

3. Meeting Frequency and Agendas

- a. Beginning with the second quarter, the Council will meet a minimum of once each quarter to review the following, but not limited to, student learning data, evaluation data, survey results, District finances, contractual issues, and other items related to the council’s scope of work.
- b. The two chairpersons will jointly set the meeting agendas, schedule, and location, either remote or in-person as pandemic conditions permit. Participants will have the option to participate virtually should a face-to-face meeting be scheduled.
- c. Should there be any impacts to wages, hours, or working conditions the Council may make appropriate recommendations to the collective bargaining team.
- d. Collective communications will be relayed to affected schools following any negotiated agreements.
- e. As needed District administration and the PEA shall jointly sponsor one voluntary large group training meeting.
- f. Each committee shall meet a minimum of four times per year before or after school. A committee may choose to meet more frequently after school hours as needed.

4. Council Membership

Committee	Membership
Early Childhood/Kindergarten	<ul style="list-style-type: none"> • Director of Early Childhood Education or designee (co-chair) • PEA Pre-K-Elementary designee (co-chair) • up to five additional administrators to be determined by the Superintendent • up to five additional PEA members determined by the PEA President

Committee	Membership
Elementary School (K-5)	<ul style="list-style-type: none"> • Regional Assistant Superintendent or designee (co-chair) • PEA Elementary School designee (co-chair) • up to ten additional administrators to be determined by the Superintendent

	<ul style="list-style-type: none"> • Two additional PEA members from each of the 7 district area elementary schools determined by the PEA President (14)
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Committee	Membership
<p style="text-align: center;">Middle School (6-8)</p>	<ul style="list-style-type: none"> • Regional Assistant Superintendent or designee (co-chair) • PEA Middle School designee (co-chair) • up to ten additional administrators to be determined by the Superintendent • Two additional PEA members from each of the 7 district area middle schools determined by the PEA President (14) to include a minimum of one member representing the following areas: <ul style="list-style-type: none"> ○ English/Language Arts (ELA) ○ Math ○ Science ○ Social Sciences ○ Art ○ Music ○ PE ○ ESE/Special Education teacher ○ ESOL (English to Speakers of Other Languages)/ELL (English Language Learners) ○ School Counselor ○ Social Worker ○ School Psychologist

Committee	Membership
<p style="text-align: center;">High School (9-12)</p>	<ul style="list-style-type: none"> • Regional Assistant Superintendent or designee (co-chair) • PEA High School designee (co-chair) • up to ten additional administrators to be determined by the Superintendent • Two additional PEA members from each of the 7 district area high schools determined by the PEA President (14) to include a

	<p>minimum of one member for each of the following areas:</p> <ul style="list-style-type: none"> ○ ELA ○ Math ○ Science ○ Social Sciences ○ Art ○ Music ○ PE ○ Special Education ○ ESOL/ELL ○ School Counselor ○ Social Worker ○ School Psychologist
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Committee	Membership
<p style="text-align: center;">RtI (Response to Intervention) and MTSS (Multi-Tiered System of Supports)</p>	<ul style="list-style-type: none"> ● Superintendent or designee (co-chair) ● PEA designee (co-chair) ● Up to twelve additional administrators to be determined by Superintendent ● The following PEA members (24) determined by the PEA President: <ul style="list-style-type: none"> ○ 3 Psychologists ○ 3 Social workers ○ 3 Literacy teachers ○ 3 ELL teachers ○ 6 ESE/SPED (Special Education) teachers, includes at least one representative each from high school, middle school and elementary ○ 6 general education teachers, includes at least one representative each from high school, middle school and elementary

Committee	Membership
<p>Elementary Special Education</p>	<ul style="list-style-type: none"> ● Assistant Superintendent Learning Support or designee (co-chair) ● PEA Special Education designee (co-chair) ● Up to ten additional administrators to be determined by the Superintendent

	<ul style="list-style-type: none"> • The following Elementary Education Services PEA member teachers (14) determined by the PEA President: <ul style="list-style-type: none"> ○ 2 High Incidence ○ 2 Low Incidence ○ 2 Speech Language Pathologists ○ 2 Social Workers ○ 2 Psychologists ○ 2 Title 1 ESE/SPED Teachers ○ 2 LPN Paraeducators
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Committee	Membership
Secondary Special Education	<ul style="list-style-type: none"> • Regional Assistant Superintendent or designee (co-chair) • PEA Special Education Committee Chair or designee (co-chair) • Up to ten additional administrators to be determined by the Superintendent • The following Secondary Education Services PEA member (14) teachers determined by the PEA President: <ul style="list-style-type: none"> ○ 2 High Incidence ○ 2 Low Incidence ○ 2 Speech Language Pathologists ○ 2 Social Workers ○ 2 Psychologists ○ 2 Title 1 ESE/SPED Teachers ○ 2 LPN Paraeducators

Committee	Membership
Teacher Evaluation Advisory Committee (TEAC)	<p>As outlined in Teacher CBA Article 15.11 and 15.12. The TEAC will meet once in the first semester and once in the second semester. Additional meetings may be scheduled by mutual agreement of the parties.</p> <ul style="list-style-type: none"> • 10 members appointed by the Superintendent • 10 members appointed by the PEA President

Committee	Membership
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<p align="center">District Budgetary Oversight Council</p>	<p>Review, monitor, and advise the Bargaining Teams on District Budgetary issues and recommendations.</p> <ul style="list-style-type: none"> • Chief Financial Officer or designee (co-chair) • PEA President or designee (co-chair) • AFSCME President or designee (co-chair) • Up to 3 additional administrators or District staff to be determined by the Superintendent • Up to 3 additional PEA representatives determined by the PEA President • Up to 3 additional AFSCME representatives determined by the AFSCME President
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Committee	Membership
<p>Contracts Oversight Council</p>	<p>Review, monitor, and oversee the enforcement of all PEA Collective Bargaining Agreements and Memoranda of Understanding Agreements. Review and advise the Bargaining Teams on any potential impacts of wages, hours, and working conditions to new or revised job descriptions.</p> <ul style="list-style-type: none"> • Associate Superintendent of Human Resources or designee (co-chair) • PEA President or designee (co-chair) • Up to 3 additional administrators or District staff to be determined by the Superintendent • Up to 3 additional PEA representatives determined by the PEA President


This Memorandum of Understanding will expire on June 30, 2023.

Neither the Board nor the Association, through participation in communication council discussions, waives its right to engage in formal collective bargaining or to declare any issue non-negotiable unless such party expressly agrees to such waiver in writing.

POLK EDUCATION ASSOCIATION, INC.

POLK COUNTY SCHOOL DISTRICT

By: 
Stephanie Yocum
President
Polk Education Association

By: 
Frederick R. Heid
Superintendent
Polk County Public Schools

10/21/21
Date

10/22/21
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF POLK COUNTY, FLORIDA
AND
THE POLK EDUCATION ASSOCIATION, INC.

SUPERINTENDENT’S SUMMER LEARNING ACADEMIES 2022

The **SCHOOL DISTRICT OF POLK COUNTY, FLORIDA** (D/B/A Polk County Public Schools) (**District/PCPS**) and the **POLK EDUCATION ASSOCIATION, INC. (PEA)** as evidenced by the respective signatures below, are parties hereto and agree to this Memorandum of Understanding (MOU) as more specifically set forth herein with regard to the Superintendent’s Summer Learning Academies.

This memorandum of understanding is intended to memorialize the agreement between the Polk County School District (District) and the Polk Education Association, Inc. (PEA) with regard to teacher and paraeducator employment at the Superintendent’s Summer Learning Program at Polk County Public Schools (including Summer Learning, ESE Extended School Year, ESOL, Elementary LPN Paraeducator Support, Voluntary Pre-Kindergarten, site-based programs, and Migrant Summer Learning (PreKindergarten, Preschool and Graduation Support).

WHEREAS, the PEA is the certified bargaining agent for the District, and the District is the employer and a party to the PEA Collective Bargaining Agreements (CBA) governing Teachers and Paraeducators; and,

WHEREAS, Section 1008.25(7)(b)3., *Florida Statutes* (2021), Public school student progression; student support; reporting requirements, provides, “(7) **SUCCESSFUL PROGRESSION FOR RETAINED THIRD GRADE STUDENTS.—** (b) Each school district shall: 3. Provide students who are retained under paragraph (5)(b), including students participating in the school district’s summer reading camp under subparagraph (a)2., with a highly effective teacher as determined by the teacher’s performance evaluation under s. 1012.34, *Florida Statutes* (2021) and the teacher must also be certified or endorsed in reading;” and,

NOW, THEREFORE, the parties have agreed to the eligibility criteria and working conditions for the Superintendent’s Summer Learning Academies, contingent upon available funding and as set forth below:

- I. Teacher Eligibility Criteria:** The school-based programs will be staffed with teachers following the requirements listed below. Teachers include any classroom and non-classroom instructional personnel under the Teacher Collective Bargaining Agreement such as academic coaches, interventionists, etc.
- a. Instructional staff must meet all certification requirements or licensure as applicable.
 - b. Teachers working at a Summer Learning host school site will be given priority for placement over all other teachers if they meet the credentials established herein.
 - c. All first year (no prior teaching experience outside PCPS) and/or teachers new to PCPS (hired in the 2021-2022 school year) who have been reappointed for 2022-2023 will be eligible.

- d. Experienced teachers new to PCPS for 2021-2022 who have been reappointed for 2022-2023 must have a PCPS overall 2021-2022 evaluation rating of *Highly Effective* or provide an overall 2020-2021 evaluation rating of *Highly Effective* from their previous school district.
- e. **Elementary:** Teachers currently teaching at the elementary level will have priority assignment to teach 3rd grade provided they meet the credentials established herein. Teachers will have priority assignment to teach the subject area (ESY, ESOL, PreK, etc.) provided they meet the credentials established herein. Teachers providing reading instruction to elementary students in June must have an overall 2021-2022 District evaluation rating of *Highly Effective* and must also be certified or endorsed in reading per Section 1008.25, *Florida Statutes* (2021).

Third grade summer camp teachers who have been reappointed for 2022-2023 must have an overall *Highly Effective* final summative evaluation for the 2020-2021 year as determined by the teacher's performance evaluation under s. 1012.314, *Florida Statutes* (2021). For teachers who selected the state Value-Added Model (VAM) for the student data portion of their 2021-2022 evaluation, the most recent final overall evaluation rating will be applied.

- f. **Secondary:** Teachers currently teaching in the 6-12 content area (ELA, mathematics, science, social studies) at the secondary level will have priority assignment to teach in the subject area summer academic position provided they meet the credentials established herein.
 - i. Secondary school teachers that taught in the subject area for the 2021-2022 school year must be given preference.
 - ii. Secondary teachers who have been reappointed for 2022-2023 must have an overall *Highly Effective* or *Effective* final summative evaluation for the 2021-2022 year. For teachers who selected the state VAM for the student data portion of their 2021-2022 evaluation, the most recent final overall evaluation rating will be applied.
- g. All things being equal, the final determinant in the selection of teachers will be made by the Summer Learning site principal. Said principal will select from those teachers who have been recommended to him/her by the Superintendent's designee (the Deputy Superintendent, the Regional Assistant Superintendent, and others). Seniority may be a factor in the selection process.

II. LPN Paraeducator Support Staff Workday and Compensation

- a. All elementary and ESY school-based Summer Learning sites will initially be staffed with LPN Paraeducators and retained based on student need. Secondary schools will be staff based on student medical need.
- b. LPN Paraeducators working at the Summer Learning elementary sites will be given priority for placement over all other LPN Paraeducators if they meet the credentials established herein.
- c. All things being equal, the final determinant in the selection of LPN Paraeducators will be made by the Summer Learning site principal. Said principal will select from those LPN Paraeducators who have been recommended to him/her by the Superintendent's designee (the Deputy Superintendent, the Regional Assistant Superintendent, and others). Seniority will be a factor in the selection process.
- d. The LPN Paraeducators will be compensated at their regular hourly rate of pay and will be expected to work the entire duration of the program for the entire student attendance workday (see **Attachment A**).

- e. The structure of the workday will be different than the traditional school day, in that within the 6-hour day in which students are in attendance, there will be a 30-minute paid lunch period and at least one (1) duty-free 10-minute paid break.
- f. LPN Paraeducators will be guaranteed a minimum of three (3) days of pay. The District shall monitor student need throughout this period.

III. Length of Summer Program, Teacher Workday and Compensation (see Attachments A and B)

- a. The length of the Superintendent's Summer Learning Academy will not exceed 16 student days (Monday-Thursday, June 6 - June 30). The work week for Summer Learning teachers (to include all summer programs, but not limited to: ESY, Federal Programs, Migrant Programs, etc.) will be Monday through Thursday (see *Attachment A*).
- b. All schools, worksites and District offices will close Monday, July 4th in observance of the Independence Day Holiday.
- c. Teachers will be compensated at their regular hourly rate of pay for all summer programs covered in this Agreement.
- d. Employee work time shall be reported via sign-in and sign-out sheets at each summer site. Summer Site administrators or Summer Lead Teachers will report work time according to the payroll timeline specified in *Attachment B*.
- e. **Training and Work Preparation Days:**
 - i. **Training Day June 1st:** The schedule is eight (8) working/paid hours plus a separate one-hour unpaid lunch period.
 - ii. **Teacher Work Day and Orientation June 2nd:** The schedule is 7.75 paid working hours including lunch.
- f. **Instructional Days:** The structure of the teacher workday in which students participate will be different from the traditional school day, in that for both elementary and secondary teachers, the expectation is 7:30 a.m. until 2:00 p.m. (6-hour day includes a 30-minute paid lunch and at least one (1) duty-free 10-minute paid break).

IV. General

- a. There will be no formal staff evaluations conducted.
- b. Teachers will be expected to work each day for the entire duration of the program (see *Attachment A*).
- c. All elementary and secondary teachers hired for the Summer Learning programs will be guaranteed a minimum of five (5) days of pay:
 - i. Elementary: Wednesday, June 1st through Wednesday, June 8th
 - ii. Secondary: Thursday, June 2nd through Thursday, June 9th.
- d. An employee may be notified that s/he is being released from the program if there are not enough students to support the class and there are no open positions for which they are qualified and/or willing to accept. The employee so notified shall be the employee who was the last one to confirm acceptance of a position

at the site and within their eligibility group. Every effort shall be made to notify such employee of termination by the close of business on Tuesday, June 7th for elementary teachers and Wednesday, June 8th for secondary schools.

- e. As secondary students complete assigned course/credit recovery classes and classes can be combined due to decreased student participation, teachers may be released in the opposite order of hiring. Teachers hired last will be released first. Teachers will be provided at least 24 hours prior to their scheduled released date/time.
- f. **Federal Programs:** Teachers at school-funded summer programs that are of short duration will be guaranteed a minimum of 25% of the total proposed program length. The District shall monitor student enrollment throughout this period to determine sites that have enrollment both below and above projections.
- g. **Discipline:** Discipline will follow progressive discipline procedures. Dismissal will be for just cause and could result in disciplinary action affecting the teacher's employment with the District

V. **Schools Offering Federally Funded Site-based Programs**

Schools may offer site-based summer programs using available federal funds as approved by the Regional Assistant Superintendent and Federal Programs office.

- a. These programs may be site-based extended learning/tutoring programs through the month of July 2022. Site-based professional development may include activities such as review of student learning growth data, job-embedded professional development on lesson study and other instructional strategies; and/or grade level or departmental collaborative, and curriculum planning. District-based professional development shall include training in content specific areas in support of increased academic achievement of students.
- b. Extended learning, professional development and collaborative planning projects shall not begin prior to Wednesday, June 1st and should not extend beyond Friday, July 29th.
- c. Teacher eligibility for site-based summer programs will follow the same guidelines listed in section "I. Eligibility Criteria" above. Additionally, teachers must have an overall District evaluation rating of *Highly Effective* or *Effective* for school year 2021-2022 and must be certified in the subject area. For teachers who selected the state VAM for the student data portion of their 2021-2022 evaluation, the most recent final overall evaluation rating will be applied.
- d. **Compensation:** Staff participating in federally funded programs will be compensated at their regular hourly rate of pay. Staff will use the Special Activity Payroll process outlined in **Attachment B**.

VI. **Summer Programs for Title I Migrant Students: Migrant PreKindergarten Program, Elementary Migrant Program and Migrant Graduation Support (Teachers and Paraeducators)**

- a. Teacher eligibility for Title I Migrant summer programs will follow the same guidelines listed in section "I. Eligibility Criteria" above.
- b. Teachers currently working for the Polk Title I Migrant Education Program will be given priority for placement over all other teachers for the Migrant Graduation Support Program if they meet the credentials established herein.

- c. All things being equal, the final determinant in the selection of teachers for the Migrant PreKindergarten, Migrant Elementary, and Migrant Graduation Support Programs will be made by the Senior Coordinator, Special Programs. The Senior Coordinator will select from those teachers who have been recommended to him/her by the Superintendent's designee (the Deputy Superintendent, the Regional Assistant Superintendent, and others). Seniority may be a factor in the selection process.
- d. **Migrant PreKindergarten Program:** The length of the Migrant PreKindergarten Program is contingent upon the availability of funding. Student attendance will not begin prior to Monday, June 6th and will not extend beyond Thursday, June 30, 2022.
- e. **Migrant Elementary Program:** The length and dates of the Migrant Elementary Program will follow the dates, times, and calendar of the Elementary Summer Learning program of June 6th through June 30, 2022.
- f. **Migrant Graduation Program:** The dates and duration of the Migrant Graduation Program are contingent upon the availability of funding. Student attendance will not begin prior to Monday, June 6th and will not extend beyond Thursday, June 30, 2022.
- g. **Compensation:** The Migrant Summer Program teachers and CDA paraeducators will be compensated via Title I, Part C Migrant Funds at their regular hourly rate of pay, prorated to the number of hours worked during the program. Schools will use the Special Activity Payroll process outlined in *Attachment B*.

VII. Voluntary Professional Development for Teachers, and *as applicable* Paraeducators prior to August 3, 2022

- a. The Polk County School Board 2022-2023 School Calendar (Board approved February 22, 2022) establishes that Wednesday, August 3, 2022 is the first 10-month Teacher Work Day (196 contract days). Prior to this date, school and District sites will initiate various voluntary summer professional development opportunities, such as curriculum development, review of student learning growth data, job-embedded professional development on lesson study and other instructional strategies; and/or grade level or departmental collaborative planning, and training in content specific areas in support of increased learning. Other opportunities may include, but not be limited to ACT Boot Camp and School Improvement Plan Collaborative Planning.
- b. **External Operator Schools:** Prior to the start of the school year, schools managed by an external operator (EO) may offer opportunities noted in item VII. a. above. Teachers may voluntarily report for up to four (4) days (not to exceed 7.75 hours/day) between Monday, July 18th and Thursday, July 21, 2022. Affected staff will be informed of this voluntary opportunity before leaving for the summer break.
- c. **Differentiated Accountability (DA) Schools:** Schools in DA status may offer opportunities noted in item VII. a. above. Teachers may voluntarily report for up to four (4) days (not to exceed 7.75 hours/day) between Monday, July 18th and Thursday, July 21, 2022. Affected staff will be informed of this voluntary opportunity before leaving for the summer break.
- d. **Polk Virtual School (PVS) Summer School:** Should PVS offer summer learning, teachers will be paid their regular hourly rate of pay for up to 7.75 hours/day.
- e. **International Baccalaureate (IB) Primary Years Programme (PYP) Reevaluation June 1-3, 2022 Workshop:** School instructional staff are required to attend at least one (1) training offered by the IB Organization (IBO) between IB PYP visits which occur every five years. This training is mandatory for

staff who have not previously participated. However, the workshop is voluntary for staff who have completed an IBO training within the past five (5) years. The face-to-face component consists of two (2) eight (8)-hour days of instruction, including lunch provided on-site. In addition on June 3rd an independent learning assignment worth four (4) hours of work should be submitted/uploaded to the online learning platform by June 8, 2022. Following attendance verification and completion of the required assignment, teachers will be paid their regular hourly rate of pay for 20 hours.

- f. **Compensation:** Employees will submit *Special Activity Time Logs* to worksite payroll secretaries following the timeline specified in **Attachment B**.
 - i. Teachers who voluntarily report to attend school/District-based summer professional development activities will be paid their regular hourly rate of pay.
 - ii. Paraeducators who voluntarily report to attend school/District-based summer professional development activities will be paid their regular hourly rate of pay.

VIII. Additional Early Report Opportunities for Teachers and Paraeducators: Staff who voluntarily report will be paid according to item VII above.

The parties agree to review any future CDC guidelines affecting this Agreement.

This Memorandum of Understanding shall expire August 31, 2022.

POLK EDUCATION ASSOCIATION, INC.

POLK COUNTY SCHOOL DISTRICT

By: 
Stephanie Yocum
President
Polk Education Association

By: 
Frederick R. Heid
Superintendent
Polk County Public Schools

Date: 5/23/22

Date: 5/21/22

Attachment A – Schedule of Summer Learning at PCPS Programs

Attachment B – Summer Learning Payroll Schedule and Deadlines for Payroll Report Forms, Special Activity Payroll Reports and Time Logs

ATTACHMENT A- Summer Learning 2022
Schedule of 2022 Summer Learning at PCPS Programs

SUMMER LEARNING @ PCPS ACADEMY

Elementary Teachers/Sites

Training Day	June 1: 1 day (8 working/paid hours & separate 1-hour paid lunch)
Teacher Workday	June 2: 1 day (Orientation in the afternoon) (7.75 paid hours)
Instructional Days	Monday – Thursday, June 6 – June 30
Instructional Times	7:30 a.m. – 2:00 p.m. (6 hours / day includes 30-minute paid lunch and at least one duty-free 10-minute paid break)
Total teacher working days	18 days

Secondary Teachers/Sites

Training/Workday	June 2: 1 day (1.5 hour trng. webinar & work day) (7.75 paid hours)
Instructional Days	Monday – Thursday, June 6 – June 30
Instructional Times	7:30 a.m. – 1:30 p.m. (6 hours / day includes 30-minute paid lunch and at least one duty-free 10-minute paid break)
Total teacher working days	17 days

Students

Instructional Days	Monday – Thursday, June 6 – June 30, 2022 (total: 16 days)
Instructional Times	8:00 a.m. – 1:00 p.m. (5 hours per day includes lunch)

Summer 2022 End-of-Course (EOC) Administration window is tentatively scheduled July 18-22, 2022.

ESE EXTENDED SCHOOL YEAR (ESY) PROGRAM

Teachers

Training Day	June 1: 1 day (8 working/paid hours & separate 1-hour paid lunch)
Teacher Workday	June 2: 1 day (Orientation in the afternoon) (7.75 paid hours)
Instructional Days	Monday – Thursday, June 6 – June 30
Instructional Times	7:30 a.m. – 1:30 p.m. (6 hours / day includes 30-minute paid lunch and at least one duty-free 10-minute paid break)
Total teacher working days	18 days

Paraeducators

Workday	June 2: 1 day (7.5 hours)
Instructional Days	Monday – Thursday, June 6 – June 30 (total: 17 days)
Instructional Times	7:30 a.m. – 1:30 p.m. (6 hours / day includes 30-minute paid lunch and at least one duty-free 10-minute paid break)
Total para working days	17 days

Students

Instructional Days	Monday – Thursday, June 6 – June 30, 2022 (total: 16 days)
Instructional Times	8:00 a.m. – 1:00 p.m. (5 hours per day includes lunch)

ESOL

Self-Contained ESOL Teachers

Training Days	June 1: 1 day (8 working/paid hours & separate 1-hour paid lunch)
Teacher Workday	June 2: 1 day (Orientation in the afternoon) (7.75 paid hours)
Instructional Days	Monday – Thursday, June 6 – June 30
Instructional Times	7:30 a.m. – 2:00 p.m. (6 hours / day includes 30-minute paid lunch and at least one duty-free 10-minute paid break)
Total teacher working days	18 days

Students

Instructional Days	Monday – Thursday, June 6 – June 30
Instructional Times	8:00 a.m. – 1:00 p.m. (5 hours per day includes lunch)

LPN PARAEDUCATOR SUPPORT

<u>LPNs</u> Work/Prep Day	June 2: (7.5 hours)
Student Days	Monday – Thursday, June 6 – June 30
Work Times	7:30 a.m. – 1:30 p.m. (6 hours / day includes 30-minute paid lunch and at least one duty-free 10-minute paid break)
Total para working days	17 days

VOLUNTARY PRE-K PROGRAM

Teachers

Training Day	June 2: One day (9-hour working/paid & separate 1-hour paid lunch)
Teacher Workday	June 3: ½ day work day/ ½ day orientation (9-hour working/paid & separate 1-hour paid lunch)
Instructional Days	Monday – Friday, June 6 – July 30, 2022
Instructional Times	7:15 a.m. – 4:45 p.m. (paid lunch)
	No school: July 5-9, 2022

Students

Orientation Day	Friday, June 3 from 1:00 – 4:00 p.m.
Instructional Days	Monday, June 6 - Friday, July 30, 2022
	7:30 a.m. – 4:30 p.m.
	No school: July 5-9, 2022

KINDERGARTEN BOOTCAMP

Teachers

Training/Work Day	June 23: ½ day trng./ ½ day work day (7.75-hour work day)
Instructional Days	Monday – Thursday, June 27 – June 30, 2022

Instructional Times 7:30 a.m. – 2:00 p.m. (6 hours / day includes 30-minute paid lunch and at least one duty-free 10-minute paid break)

Students

Instructional Days Monday, June 27 - Thursday, June 30, 2022
8:00 a.m. – 1:00 p.m. (5 hours per day includes lunch)

FEDERAL PROGRAMS SCHEDULE

Instructional Staff - Specific dates as approved by Regional Assistant Superintendent and Federal Programs Office

Extended Learning	June 1 – July 29, 2022
Professional Development	June 1 – July 29, 2022
Collaborative Planning	June 1 – July 29, 2022

ATTACHMENT B – SUMMER LEARNING 2022

**Payroll Schedule and Deadlines for Payroll Report Forms,
Special Activity Payroll Reports and Time Logs**

Pay Date	Employee Special Activity Time Log Deadlines	Worksite Payroll Secretary Special Activity Payroll Forms Report Deadlines	Summer Academy Administrator Special Activity Payroll Report Deadlines
JULY 29 (Friday) Check for time worked June 1 st – June 30 th	JUNE 30 (Thursday) Submit <i>Time Log</i> for time worked through June 30 th to building payroll secretary by close of business	PRIOR to 8 AM on July 5 (Tuesday) Submit <i>Payroll Report</i> forms to District Summer Learning team via email (Diana Turner and Ann Everett) *all original documents sent via courier.	No later than end of day JULY 8 (Friday) Submit <i>Payroll Report</i> to Payroll Department
AUGUST 31 (Wednesday) Check for time worked July 1 st – July 29 th	JULY 29 (Friday) Submit <i>Time Log</i> for time worked through July 29 th to building payroll secretary by close of business	AUGUST 2 (Tuesday) Submit <i>Payroll Report</i> Forms <i>DIRECTLY</i> to Title 1 (Andy Baldwin)	No later than end of day AUGUST 8 (Monday) Submit <i>Payroll Report</i> to Payroll Department
AUGUST 31 (Wednesday) Check for time worked August 1 st & 2 nd	AUGUST 4 (Thursday) Submit <i>Time Log</i> for time worked through August 2 nd to building payroll secretary by close of business	AUGUST 5 (Friday) Submit <i>Payroll Report</i> Forms <i>DIRECTLY</i> to Title 1 (Andy Baldwin)	No later than end of day AUGUST 10 (Wednesday) Submit <i>Payroll Report</i> to Payroll Department

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF POLK COUNTY, FLORIDA
AND
THE POLK EDUCATION ASSOCIATION, INC.**

**NETWORK MANAGER TEACHERS AND PARAEDUCATORS
SUMMER 2022 SCHEDULE**

The **SCHOOL DISTRICT OF POLK COUNTY, FLORIDA** (D/B/A Polk County Public Schools) (PCPS) and the **POLK EDUCATION ASSOCIATION, INC.** (PEA) as evidenced by the respective signatures below, are parties hereto and agree to this Memorandum of Understanding (MOU) as more specifically set forth herein.

WHEREAS, PCPS is the employer and the party to the Collective Bargaining Agreement (CBA) the certified bargaining agent Polk Education Association, Inc. governing teachers and paraeducators; and,

WHEREAS, the last Teacher Network Manager (10-month/196 contract days) work day of the 2021-2022 contract year is Tuesday, May 31, 2022 and the School Staffing Plan outlines extended contract days for secondary schools; and,

WHEREAS, Paraeducator Network Managers (11-month/216 contract days) are scheduled to end work for 2021-2022 on Thursday, June 16, 2022, twelve days after 10-month teachers; and the following tentative schedule is in effect for the 2022-2023 school year:

1. July 20, 2022 Paraeducator Network Managers (216 contract days)
return 10 days prior to 10-month teachers
2. August 3, 2022 Teacher Network Managers return (196 contract days)
3. August 10, 2022 First student attendance day.

NOW, THEREFORE, as an incentive for Network Managers to collect the numerous electronic equipment/laptops issued to students in support of one-to-one devices, as well as prepare for the return of students on August 10, 2022; the parties agree as follows:

I. Network Manager Teachers (196-Day Contract):

Subject to prior approval by the principal and regional assistant superintendent, Network Manager Teachers (teachers) may voluntarily report for up to ten (10) extended contract days (7.75 hours/day) flexed throughout the summer beginning June 1, 2022 through August 2, 2022. For secondary teachers these days are beyond any additional optional days outlined in the staffing plan based on the number of teachers at the school. The schedule will be mutually agreed upon between the teacher and the administrator.

II. Network Manager Paraeducators (216-Day Contract):

In addition to fulfilling their 216-day contract, subject to prior approval by the principal and regional assistant superintendent, Network Manager Paraeducators (paraeducators), may voluntarily report for up to five (5) additional days (7.5 hours/day) between June 17, 2022 and July 19, 2022. These days are beyond any additional optional days outlined in the staffing plan. The schedule will be mutually agreed upon between the paraeducator and the administrator.

III. Reassignment during this Agreement:

Network Managers who voluntarily report do so knowing they may be reassigned to another school to assist with device collection during the days covered under this agreement. Should the employee be temporarily reassigned, the employee is eligible for reimbursement for the mileage difference from home beyond their regularly assigned work location. In-county mileage reimbursement should be requested through the Staff Portal.

IV. Compensation:

Teachers and paraeducators who are approved by their principal and regional assistant superintendent to voluntarily report will be paid their regular hourly rate of pay for assigned daily work hours under their current 2021-2022 contract ending May 31, 2022.

V. Payroll Process:

Employees should complete a Special Activity Payroll Log to document attendance. Following principal approval, the Special Activity Payroll Report and Log should be sent to the Payroll Department. Payment for June work days will occur July 29, 2022. Payment for July and any August work days will be August 31, 2022.

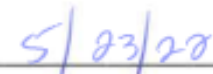
This agreement will expire July 31, 2022.

POLK EDUCATION ASSOCIATION, INC.

POLK COUNTY SCHOOL DISTRICT

By: 
Stephanie Yocum
President
Polk Education Association

By: 
Frederick R. Heid
Superintendent
Polk County Public Schools


Date


Date

- c: Jason Pitts, Chief of Staff
- Brian Warren, Associate Superintendent, Human Resource Services
- Dr. Tina Barrios, Assistant Superintendent, Information Systems & Technology
- Personnel Department, Human Resource Services Division
- Payroll Department, Business Services Division

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF POLK COUNTY, FLORIDA
AND
THE POLK EDUCATION ASSOCIATION, INC.
2021 – 2022 AND 2022-2023
DIFFERENTIATED ACCOUNTABILITY (DA) SCHOOLS
TEACHER AND PARAEDUCATOR
STAFF EXPECTATIONS, MANDATORY JULY
PROFESSIONAL DEVELOPMENT AND PLANNING TIME

This Memorandum of Understanding (MOU) amends the parties’ original August 30, 2021 agreement authorizing mandatory and voluntary additional teacher and paraeducator collaborative planning time for schools designated by the Florida Department of Education (FDOE) as in need of improvement.

The **SCHOOL DISTRICT OF POLK COUNTY, FLORIDA** (D/B/A Polk County Public Schools) (**PCPS/District**) and the **POLK EDUCATION ASSOCIATION, INC. (PEA)** as evidenced by the respective signatures below, are parties hereto and agree to this Memorandum of Understanding (MOU) as more specifically set forth herein.

WHEREAS, the PEA is the certified bargaining agent for the District; and, the District is the employer and party to the Teacher and Paraeducator Collective Bargaining Agreements (CBA) with the PEA; and,

WHEREAS, [Section 1008.33, Florida Statutes](#) (2021), authorizes the State Board of Education to apply intensive intervention and support strategies tailored to the needs of schools earning consecutive grades of “D” or a grade of “F.” PCPS must immediately implement intervention and support strategies prescribed in rule and by September 1 provide the FDOE with the memorandum of understanding negotiated pursuant to [s. 1001.42\(21\)](#); and,

WHEREAS, [Section 1001.42\(21\), F.S.](#) (2021), provides that an educational emergency exists when one or more schools in the district have a school grade of “D” or “F,” and PCPS must implement intervention programs and support strategies to improve student performance, and provide the FDOE with a negotiated memorandum of understanding regarding the selection, placement, and expectations of instructional personnel in these schools; and,

WHEREAS, the Elementary and Secondary School Emergency Relief (ESSER) funds under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) are education stabilization funds provided to school districts to address the impacts that the Novel Coronavirus Disease 2019 (COVID-19) has had, and continues to have, on elementary and secondary schools in Florida; and,

WHEREAS, Teacher CBA *Article VI – Teaching Conditions* outlines the professional responsibility of planning time and lesson plans and *Article XVII – Transfers and Changes in Assignment* outlines the transfer process.

NOW, THEREFORE, with the mutual goal of increasing student achievement the parties agree to additional expectations and requirements for school-based instructional staff and paraeducators for the 2021-2022 and 2022-2023 school years.

1. Mandatory July 2022 Professional Development (See Attachment)

In addition to the Teacher Staff Development Days defined in the School Calendar, all classroom and non-classroom instructional personnel listed in the Attachment must participate in four (4) days of non-school based professional development (PD). Mandatory School Improvement PD will occur July 18-21, 2022.

- a. Affected staff at schools listed in Item 11 below will be informed of the mandatory opportunity and reporting hours before leaving for the summer break.
- b. Staff at schools not listed in Item 11 but later added to the list by FDOE following the expected July release of school grades, will be informed of this potential mandatory opportunity before leaving for the summer break.
- c. Should an employee have a conflict regarding mandatory participation, the teacher must request a later training opportunity outside of the regular duty day to be considered for approval on a case-by-case basis.
- d. **Compensation:** The summer workday will be the same as the regular school year (7.75 daily hours). Employees will be paid their regular hourly rate of pay including a one hour paid lunch.

Additional, voluntary PD opportunities may be offered by the FDOE throughout the summer as available.

2. Work Schedule and Planning Time During the School Year

In addition to the planning time outlined in Article VI, on up to two (2) days each week teachers and paraeducators at schools listed in section 11 below will be scheduled for one (1) mandatory additional hour each of the two (2) days beyond their assigned duty day to participate in administrator-directed planning. On each of the remaining three (3) days one (1) hour beyond the duty day will be reserved for voluntary self-directed planning time. Compensation for the mandatory weekly five (5) additional hours is contingent upon participation in two (2) administrator-directed hours within the same week.

- a. **Professional Learning Community (PLC):** One (1) of the two (2) administrator-directed hours beyond the duty day will be reserved for professional learning communities on campus. Employees are expected to participate in person during the two (2) mandatory hours each week. However, if an employee should need occasional flexibility, or should an employee be advised to isolate or quarantine, then remote participation via an approved District platform is acceptable.

This hour is intended for learning through State Standards-Task Alignment and reviewing student data and how that data drives planning and instruction to include student interventions. The goal is to create products specific to the learning tasks listed above within your grade level, department, and/or vertical planning teams.

- b. **Common Planning:** The second of the two (2) administrator-directed hours beyond the duty day is provided to continue creating the products specific to the learning tasks listed in part 3.a above within your grade level, department, and/or vertical planning teams.

Employees are expected to participate in person during the two (2) mandatory hours each week. However, if an employee should need occasional flexibility, or should an employee be advised to isolate or quarantine, then remote participation via an approved District platform is acceptable.

- c. **Teacher-Directed Planning Time:** The three (3) remaining one-hour teacher-directed planning periods will be used for classroom and non-classroom teachers to accomplish the individual work and preparation for instruction. Teachers are responsible for the proper utilization of the self-directed portion of planning time. The teacher-directed planning periods do not have to take place at the worksite. These three (3) self-directed hours can occur at any time during the week outside of the regular duty day, but staff will need to log the hours within the calendar week for payroll purposes.

- d. Make-Up Work Opportunity:** Should an employee be absent during an administrator-directed hour in items a. or b. above, then within the *same* week that employee must request and complete a make-up assignment, in order to be compensated for the full five (5)-hour week.
- i. Make-up opportunities are not available outside of the same week.
 - ii. An employee who only participates in one (1) mandatory hour in a week is only eligible for one (1) hour of additional compensation that same week.
 - iii. Should an employee be absent on both weekly administrator directed hours for which there is not a makeup opportunity, no payment for the five (5) hours that week would be available. Extenuating circumstances may be reviewed by the principal on an individual basis.
- e.** School-based subject area coaches will participate as a resource to guide and supplement the planning time.
- f.** At the school level there will be grade level autonomy to implement intervention plans, change students within learning groups, and Tier 2 & 3 interventions in consultation with the school administrator.
- g.** The additional planning time is not designated for independent coaching support for new teachers or for mentorship.
- h.** Teachers, paraeducators, and administrators will mutually agree on the one-hour schedule either before or after the duty day, allowing flexibility for shortened weeks due to a holiday, designated Teacher Workday or Staff Development Day. If one of the mandatory, administrator-directed hours is not completed due to a shortened week, then employees will still have access to all three (3) self-directed planning hours plus the one (1) mandatory administrative hour. On the weeks of Thanksgiving Break, Winter Break, and Spring Break, no additional hours will be logged.
- i. Student Early Dismissal Fridays:** The additional hour of planning time may not be scheduled after students are dismissed early. All contractual provisions in Teacher CBA Articles 3 and 6 regarding self-directed planning time on early dismissal Fridays remain in effect. The same provisions in items a and b above regarding quarantine apply to paraeducators.
- j. Paraeducators:** During the additional hour of mandatory and voluntary planning time beyond the 7.5-hour duty day, classroom paraeducators are expected to attend trainings to support student achievement above and beyond their job description to provide push-in support of small group instruction and support their assigned teacher(s) with student academic progress monitoring and utilizing school-based tracking tools. Paraeducators are expected to attend mandatory planning time meetings up to two (2) days each week and provide tutoring services as assigned.
- k. Implementation:** Staff may voluntarily begin participating in the up to two (2) administrator-directed days and up to three (3) voluntary self-directed planning days at the onset of this agreement. The up to two (2) mandatory administrator-directed days per week will begin the week of August 15, 2022.

3. Compensation

Following verification of attendance during both weekly administrator-directed hours, or a make-up assignment within the same week, as applicable (see Item 3.d. above), employees will be compensated at their regular rate of pay for the weekly additional mandatory (2 hours) and voluntary planning time (3 hours), up to five (5) hours per week.

Attendance will be documented using meeting attendance logs and the Special Activity Payroll process. The Special Activity Payroll Time Log and Report forms should reflect the school/worksite's Cost Center and Fund 10017220.

4. Teacher Effectiveness

Intensive effort will be made to find instructional staff that meets the demonstrated mastery to ensure appropriate staffing levels are met in the school.

- a.** Teachers in the following core areas must demonstrate a 2021-2022 State Value Added Model (VAM) score higher than *Needs Improvement* to be retained: algebra (8-9), language arts/reading (4-10) and math (grades 4-8).
- b.** Other instructional staff, including but not limited to ESE and ESOL, that generate a state VAM rating will also be considered a core teacher.
- c.** Non-VAM evaluated teachers such as science and social studies must demonstrate an overall 2021-2022 PCPS Student Achievement Objective (SAO) Evaluation rating of *Highly Effective* or *Effective* to be retained.
- d.** Teachers within their first year of teaching and without an evaluation or student learning data source, will be considered *Effective*.

5. School-based Coaches and Interventionists

Academic Coaches and Interventionists will be held to the same criteria as core teachers. To ensure that the teachers develop a high degree of comfort when working with the Academic Coaches and Interventionists, the parties acknowledge that these invaluable resource persons are not administrative or supervisory, but rather act as partners and mentors in furthering the goal of improving academic results.

- a.** All current content-specific support staff (coaches/interventionists) will be rescreened for the placement of candidates.
- b.** Coaches/interventionists will be held to the same expectations as classroom teachers at the DA school.
- c.** Coaches/interventionists must demonstrate an overall 2021-2022 PCPS Student Achievement Objective (SAO) Evaluation rating of *Highly Effective* or *Effective* to be retained at the DA school.
- d.** Coaches/interventionists may be subject to an involuntary transfer to a position for which they are certified and qualified at a non-DA school if the coach/interventionist has an overall evaluation rating of less than *Effective* for the 2021-2022 school year.

6. Itinerant Teachers

Itinerant instructional staff assigned to the school(s) will be held to the same expectations as full-time school-based staff.

7. Teacher Retention

Teachers may apply for promotional positions (see Teacher Article 18.4) with PCPS (not a charter school), and will be permitted, if offered, to accept the promotion. All provisions regarding the Request for Transfer process in Article 17.4 and Hardship Transfer process in Article 17.4-1 remain in effect. Nothing in this Agreement shall serve to waive the requirement in the Teacher Collective Bargaining Agreement Article 17.4-3 that “Probationary Contract teachers will be eligible to seek a transfer the semester immediately following the completion of his/her probationary period.”

8. Improvement/Movement of Teachers

All Essential Performance Criteria, as documented in Journey, will be monitored by the administration for performance. Any pattern of less than *Effective* on any Essential Performance Criteria, observable and non-observable, will result in intervention by administration and development of a plan for improvement.

When student progress monitoring shows early data indicators in need of improvement there will be a meeting with the teacher to discuss the Essential Performance Criteria and develop a plan for improvement as defined in the Teacher Collective Bargaining Agreement. The plan will be monitored and failure to show improvement could result in the teacher being involuntarily transferred out of the school.

The decision to move a teacher will be made in conjunction with the Superintendent’s designee and the External Operator (if applicable). Teachers in need of improvement will only be transferred out if an *Effective* or *Highly Effective* teacher (based on 2021-2022 overall evaluation) is available to fill the position. Prior to removing teachers from the school, the Human Resource Services Division will work with the school administration and the PEA to ensure alternate placement of identified instructional personnel.

9. Professional Development Activities

Professional development will be job embedded and data driven to move the turnaround plan forward as presented to the FDOE. In addition to the Teacher Staff Development Days defined in the Board-approved School Calendar, additional days of staff development beyond the duty day may also be required throughout the school year. Every reasonable effort will be made to notice training dates at least two (2) weeks in advance. PEA will be notified of any mandatory staff development beyond the duty day before school-based staff are noticed.

- a.** Should there be a need, school administration will notify affected teachers regarding any mandatory staff development dates and specific work hours by email, phone calls and social media outlets.
- b.** Should a current teacher have a conflict regarding mandatory attendance, a request for a later training opportunity outside of the regular duty day will be considered on a case-by-case basis.
- c.** Teachers newly hired/transferred to the school after any mandatory training dates will be offered comparable staff development outside of the regular duty day at a future date.
- d.** Any mandatory staff development during the school year that is held beyond the regular duty day will be remunerated at the employee’s regular hourly rate of pay.

10. Lesson Plans

In addition to the provisions in Teacher Article 6.9, lesson plans will be provided in SharePoint one (1) week in advance for administrator review.

11. Eligible Schools (Subject to modification by the FDOE at any time)

Upon receipt of the final DA list from the FDOE, schools listed below may be put on a modified agreement from the conditions listed above or completely removed from the MOU.

Polk Differentiated Accountability Schools	
1.	Alta Vista Elementary (0331)
2.	Auburndale Central Elem (0851)
3.	Crystal Lake Elementary (0101)
4.	Dixieland Elementary (0131)
5.	Eastside Elementary (0361)
6.	Fred G. Garner Elementary (0601)
7.	Frostproof Ben Hill Griffin, Jr. Elementary (1921)
8.	Griffin Elementary (1231)
9.	Inwood Elementary (0611)
10.	Jesse Keen Elementary (1241)
11.	Kathleen Elementary (1221)
12.	Laurel Elementary (1611)
13.	Lewis Anna Woodbury Elementary (0802)
14.	North Lakeland Elementary (0201)
15.	Oscar J. Pope Elementary (1521)
16.	Palmetto Elementary (1702)
17.	Philip O'Brien Elementary (0151)
18.	Purcell Elementary (1141)
19.	John Snively Elementary (0631)
20.	Socrum Elementary (1901)
21.	Spook Hill Elementary (1371)
22.	James E. Stephens Elementary (1751)
23.	Denison Middle (0491)
24.	Lake Marion Creek Middle (1831)
25.	McLaughlin Middle and Fine Arts Academy (1341)
26.	Southwest Middle (0051)

Polk Differentiated Accountability Schools	
26.	Kathleen Senior (1181)
27.	Lake Region Senior (1991)
28.	Tenoroc Senior (1051)

12. **Funding**


Should additional funds become available while this MOU is in effect, the District and PEA will discuss any appropriate amendments and distribution of such funds.

This Revised Memorandum of Understanding replaces the parties' August 30, 2021 Agreement and will expire on June 30, 2023.

POLK EDUCATION ASSOCIATION, INC.

POLK COUNTY SCHOOL DISTRICT

By: 
Stephanie Yocum
 President
 Polk Education Association

By: 
Frederick R. Heid
 Superintendent
 Polk County Public Schools

5/25/22
 Date

5/26/22
 Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF POLK COUNTY, FLORIDA
AND
THE POLK EDUCATION ASSOCIATION, INC.**

2022-2023 SCHOOL CALENDAR

STUDENT EARLY DISMISSAL DAYS

This Memorandum of Understanding (MOU) memorializes the parties' agreement increasing the number of Student Early Dismissal Days from seven (7) to ten (10) and determining use of the 150 minutes on each of the ten (10) days.

The **SCHOOL DISTRICT OF POLK COUNTY, FLORIDA** (D/B/A Polk County Public Schools) (**District**) and the **POLK EDUCATION ASSOCIATION, INC. (PEA)** as evidenced by the respective signatures below, are parties hereto and agree to this Memorandum of Understanding (MOU) as more specifically set forth herein.

WHEREAS, the PEA is the certified bargaining agent for the District, and the District is the employer and a party to the PEA Collective Bargaining Agreements (CBA) governing paraeducators and educational support (clerical) personnel; and,

WHEREAS, the Polk County School District and PEA mutually agree that designated Student Early Dismissal days are either reserved for teacher staff development or teacher self-directed planning time; and,

WHEREAS, beginning with the 2022-2023 school year the Superintendent's Calendar Committee recommends three (3) additional student early dismissal days for teacher staff development (administrator-directed), for a total of ten (10) days on which students are dismissed from school 150 minutes early.

CONTRACT RECITAL
Amended January 11, 2022

TEACHER ARTICLE III - SCHOOL CALENDAR

3.1 The Board agrees that the Association may name at least four (4) members to the Superintendent's Calendar Committee for the duration of this agreement.

3.2 The Board agrees to provide the teachers with six (6) paid holidays per school year for the duration of this agreement.

3.3 Non-student contact days for teachers shall be designated as six (6) Work Days and four (4) Staff Development Days. Work Days shall be available for teachers to use as Teacher Self-Directed Planning (Article 6.3) except that the principal may schedule and hold one (1) Faculty Meeting (Article 6.5) of not more than 60 consecutive minutes during the day. Staff Development Days may be used as described in Article 6.5 Faculty Meetings.

3.4 The Board shall include at least seven (7) Student Early Dismissal Days distributed throughout the school year. The days shall be designated as six (6) Teacher Self-Directed Planning Days and one (1) Staff Development Day in March, a portion of which should be used for state testing training. Students shall be

dismissed one-hundred fifty (150) minutes early to provide teachers one-hundred fifty (150) minutes of self-directed planning time on six (6) of these days in addition to the planning time described in Sections 6.3 through 6.3-5 of the contract. The additional one-hundred fifty (150) minutes of preparation time for the remaining one (1) of these Student Early Dismissal Days may be designated for staff development. All remaining time shall be used by the employee for self-directed planning activities.

ARTICLE VI – TEACHING CONDITIONS

6.3-9 Student Early Dismissal Days: The Board shall structure a schedule for students that dismisses all students 150 minutes early to provide teachers 150 minutes of planning time in addition to the planning time described in Sections 6.3 through 6.3-5. There shall be at least seven (7) of these Student Early Dismissal Days distributed throughout the school year as mutually agreed upon. The days shall be designated as six (6) Teacher Self-Directed Planning Days and one (1) Staff Development Day in March with a portion used for state testing training.

NOW, THEREFORE, PEA and the District agree as follows:

A. The 2022-2023 student early dismissal dates and their designation will be:

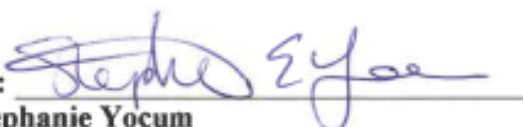
1. August 26, 2022 (new 1 of 3) *Teacher Staff Development 1 of 4
(administration-directed)*
2. September 23, 2022 *Teacher Self-Directed Planning Time 1 of 6*
3. October 7, 2022 (new 2 of 3) *Teacher Staff Development 2 of 4*
4. October 28, 2022 *Teacher Self-Directed Planning Time 2 of 6*
5. November 18, 2022 *Teacher Self-Directed Planning Time 3 of 6*
6. December 16, 2023 *Teacher Self-Directed Planning Time 4 of 6*
7. January 13, 2023 *Teacher Self-Directed Planning Time 5 of 6*
8. February 17, 2023 *Teacher Staff Development 3 of 4
(portion reserved for state testing training)*
9. March 10, 2023 *Teacher Self-Directed Planning Time 6 of 6*
10. April 28, 2023 (new 3 of 3) *Teacher Staff Development 4 of 4*

B. The parties agree to revise the affected collective bargaining agreement(s) as appropriate to reflect the additional early dismissal dates when negotiations resume for 2022-2023.

This agreement will expire June 30, 2023.

POLK EDUCATION ASSOCIATION, INC.

POLK COUNTY SCHOOL DISTRICT

By: 
Stephanie Yocum
President
Polk Education Association

By: 
Frederick R. Heid
Superintendent
Polk County Public Schools

Date: 1/19/22

Date: 1/20/22