

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

**PARAEDUCATOR
COLLECTIVE BARGAINING AGREEMENT**

February 28, 2023 - June 30, 2026

Ratification of Unit- amended March 14, 2025

Board Approved- amended March 25, 2025

***This Contract is negotiated by YOU through YOUR union,
the Polk Education Association.***

730 E. Davidson St.
Bartow, FL 33830
863-533-0908
polk@floridaea.org

Join your union today! Scan the QR Code below or go to www.polkea.org
and click “Join PEA.”



TABLE OF CONTENTS

PREAMBLE3
ARTICLE I. RECOGNITION3
ARTICLE II. DEFINITIONS.....3
ARTICLE III. NEGOTIATIONS PROCEDURE5
ARTICLE IV. BOARD'S RIGHTS.....6
ARTICLE V. PARAEDUCATOR AND ASSOCIATION RIGHTS AND PRIVILEGES7
ARTICLE VI. PAID LEAVES OF ABSENCE9
ARTICLE VII. UNPAID LEAVES OF ABSENCE.....13
ARTICLE VIII. TERMS AND CONDITIONS OF EMPLOYMENT17
ARTICLE IX. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS21
ARTICLE X. TRANSFERS LAYOFF AND RECALL.....25
ARTICLE XI. EVALUATION AND ASSISTANCE PROCEDURE:28
ARTICLE XII. TERMINAL PAY.....28
ARTICLE XIII. SUMMER EMPLOYMENT.....29
ARTICLE XIV. INSURANCE.....30
ARTICLE XV. MISCELLANEOUS PROVISIONS.....31
ARTICLE XVI. MAINTENANCE OF STANDARDS.....32
ARTICLE XVII. NO STRIKE.....32
ARTICLE XVIII. GRIEVANCE PROCEDURE:32
ARTICLE XIX. SALARIES36
ARTICLE XX. TERM OF CONTRACT:40
APPENDIX A - OFFICIAL GRIEVANCE FORM.....41
APPENDIX B – PARAEDUCATOR PAY GRADES.....42
APPENDIX C – PARAEDUCATOR SALARY SCHEDULE44
APPENDIX D – PARAEDUCATOR EMPLOYMENT NOTICE.....54
APPENDIX E - GROUND RULES.....55
APPENDIX F – OCCUPATIONAL THERAPY ASSISTANTS AND PHYSICAL THERAPIST ASSISTANTS
56
APPENDIX G NETWORK MANAGERS57
MEMORANUMS OF UNDERSTANDING.....58
24-25 Behavior Academic Cluster Unit ESE Teacher/Para Self-contained
24-25 DA Turnaround Option Plan Crystal Lake Elementary
24-25 Full-time Temporary Duty Leave Position for PEA

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

Table of Contents

3.1 Annual Negotiations

3.2 Beginning Date for Negotiations

3.3 Power and Authority of Representatives

3.4 Mediation/Special Master Costs

3.5 Regular Meetings During Term of Contract

3.6 Amending This Contract

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 Drug-Free Workplace:

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 an employee tests positive for a substance(s) that could have a prescription, the employee will then be asked to provide any current prescription(s) to the employer within 24 hours.

If the employee presents a prescription(s), then the employee shall also be remanded for a blood draw.

If the employee tests positive for a substance(s) and cannot provide or refuses to provide a prescription(s), then the employer may issue discipline up to, and including, termination.

If the blood draw results in a blood level at or above 5 nanograms, the employee shall be considered "under the influence" and subject to discipline up to and including termination, regardless of their prescription status. Refusal of 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 screening but provides a current valid state of FL prescription from a licensed medical provider and has blood test results below the 5 nanogram threshold, 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 Payroll Deductions: 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, personnel number, worksite, department/division, position/job, hire date, subject area or grade level, certification, ethnic group, annual salary, PS group, salary level, or public record wage information, annual hours, cost center, birth date, telephone number(s), 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 and recognized by the Board.

5.22 The Board agrees to grant Association leave to the president and a second officer of the Association during his/her their 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.

5.27 Attendance Expectation: Among the duties and responsibilities paraeducators are accountable to perform as follows:

1. Conform to Board rules and regulations.
2. Regular and prompt attendance is an essential job function for all employees. Employees who are absent from duty must be on a contractually recognized leave.

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/Donation: 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. The receiving employee must submit an Application for Sick Leave Donation.

Donating Employee:

- 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.

Receiving Employee:

- i. To be eligible to receive leave, the employee must:
 - a. Have exhausted all accrued and credited paid sick leave,

- b. Complete and submit all required forms and supporting documentation to the Risk Management and Employee Benefits Leave Office, and
- ii. An Application for Sick Leave Donation must be submitted along with the physician's statement.
- iii. Employees may receive up to 200 donated hours within a 12-month period.

The Sick Leave Donation Committee shall be established to review applications for sick leave donation exceeding 200 hours per event within a 12-month period. This committee will consist of three (3) members appointed by the Superintendent, and three (3) appointed by the PEA president. The District's chief negotiator and PEA president serve as ex-officio members of the committee.

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 Board-paid health insurance and basic group term life insurance as outlined in Article 14.

Life and Disability coverage can be continued for activated reservists, subject to continued payment of premiums for the longest leave period allowed under the current group policy.

Coverage for currently enrolled reservists' dependents can be continued with premium payment for as long as the reservist remains an employee. This coverage will end if the reservist does not return to work within 90 days after discharge or for any reason provided in the terms of the School Board's insurance policy.

When insurance for activated reservists and their dependents ends, both insured employees and their dependents may convert to individual policies.

Employees are responsible for any missed payroll deductions for dependent insurance or employee-paid supplemental (voluntary) benefits. Employees may also elect to change their benefits within 31 days of the effective date of the unpaid leave.

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 Labor and Employee Relations, or designee, of 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

Refer to the specific leave of absence below for additional requirements and/or provisions.

7.1 Unless otherwise specifically provided by law, the granting of leave shall be at the discretion of the Board. When it is granted by the Board, it shall be allowed on the basis of policies designed to protect the operation of the schools and worksites against undue interruption because of the absence of personnel.

An employee's current position will be held for no more than 12 consecutive work weeks (60 contracted work days). After this time period the current position held prior to the start of the leave will be posted as a vacancy. Upon return the employee will be placed into a position for which fully qualified (See 7.7).

7.2 Leave granted on the request of an employee shall be for particular purposes or causes which shall be set forth in a written application for leave. The Board reserves the right to determine that the leave is used for the purposes or causes set forth in the application and if not so used, the Board shall cancel such leave.

The employee shall notify Human Resource Services of the request for unpaid leave with at least a thirty (30) day notice, except in cases of emergency.

Should there be any combination of leave within a school year, the position will only be held for the initial 12-week period of the first approved leave. This provision excludes any type of FMLA leave.

The employee may not return to work between approved consecutive unpaid leaves.

The thirty-day notice before a return from leave will remain in place for a return from consecutive leaves.

7.3 Leave shall be officially granted in advance and shall not be granted retroactively, provided that leave for illness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority.

7.4 If an employee fails to return to duty at the termination of a Board-approved leave, their employment shall be subject to review and possible cancellation by the Superintendent or the Board.

7.5 When leave extends beyond a period of 18 months and an employee returns, the employee is required to attend New Employee Orientation upon their return to the District.

7.6 Any employee granted a leave of absence as provided in this article shall have the option to remain on active participation in all insurance and fringe benefit programs for the duration of the leave, provided that the premiums for insurance and fringe benefit programs be paid by the employee on a monthly basis in advance of the month due.

Employees on an unpaid leave must pay for all of their benefits, including the portion normally funded by the Board (paid health plan and group term life insurance). An employee may also make an active election within 31 days of the unpaid leave effective date to modify their benefits. Failure to make payment arrangements for employee benefits may result in cancellation.

Life insurance will be continued with premium payment during a leave of absence if continuation of employee's insurance under the Group Policy is required by a state-mandated family or medical leave act or law. Or during any other scheduled leave of absence approved by the Board in advance and in writing and lasting not more than 60 calendar days.

Disability insurance will be continued with premium payment during a leave of absence if continuation of employee's insurance under the Group Policy is required by a state-mandated family or medical leave act or law. Or during any other scheduled leave of absence approved by the Board in advance and in writing and lasting not more than 30 calendar days.

During the period of the leave, the employee shall maintain the following at the same level as when leave commenced:

- 1) credit on the salary schedule
- 2) credit for seniority
- 3) credit for accumulated sick leave
- 4) maintenance of membership in the sick leave bank
- 5) Pursuant to Florida law, unpaid leaves are not eligible for salary credit applied toward the Florida Retirement System.

7.7 Return from Unpaid Leave:

If employee's life and disability insurance ends due to a federal or state-mandated family or medical leave of absence, and employee becomes a member again immediately following the period allowed, employee's insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

If employee's life and/or disability insurance ends because the employee ceases to be a member, and if employee becomes a member again within 90 calendar days, employee's eligibility waiting period is waived. Employee can enroll in coverage as a newly eligible member.

The employee shall notify Human Resource Services of the intent to return date with at least a thirty (30) calendar day notice.

The employee shall be assigned by Human Resource Services within thirty (30) calendar days after notification of the intended to return date to the first available substantially similar position for which the employee is fully qualified.

The returning employee will be placed within a radius of no more than the current distance the employee drives to work or 25 miles, whichever is greater.

Should there be no vacant positions within a 25-mile radius, then the employee will be placed in the nearest, next available position for which fully qualified.

Refusal by the employee to accept a position shall release the Board from further obligation to that employee.

Refer to the specific leave of absence below for additional requirements and/or provisions.

7.8 Domestic Violence Leave. An employee who has provided advanced 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.

7.8-1 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.

7.8-2 Procedures and Definitions.

a. "Family or household member" is as defined in §. [741.28\(3\)](#), FLORIDA STATUTE. "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 §. [741.28\(2\)](#), FLORIDA STATUTE or §. [741.313\(1\)\(a\)](#), FLORIDA STATUTE. "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\(2\)](#), FLORIDA STATUTE.

"Domestic violence" means domestic violence, as defined in §. [714.28](#), or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence. §. [741.313\(1\)\(a\)](#), FLORIDA STATUTE.

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.

d. The Superintendent's Office must keep information relating to the employee's leave under this section confidential and exempt from disclosure pursuant to §. [119](#), Florida Statutes.

7.9 Educational Leave. Up to one (1) year of unpaid Educational Leave may be granted one time only to employees who have worked for the District continuously for at least one (1) year in this bargaining

unit. This leave is for the purpose of engaging in full-time activities as a student, which will result in their professional benefit or advancement. Documentation from the educational institution is required.

Application for such leave shall be submitted to the Superintendent with at least a 30-day notice to allow the immediate supervisor to secure a qualified replacement.

7.9-1 Educational Internships: For active employees approved to complete a documented unpaid internship within the District, upon return to active status by the approved return date, the employee will return to the same position held prior to the leave.

7.9-2 Health Insurance during Educational Internships: For active employees approved to complete a documented unpaid internship within the District, The Board will continue to pay the employee's Board contribution to the employee's health insurance.

Employees who have their Board contribution for health insurance paid during their internship must commit to a year of employment within the District, non-charter, immediately following the return from their internship. If the employee does not fulfill a year of employment with the District, non-charter, the employee will repay a prorated amount based on the student school year of 180 days to the District for Board contribution health insurance coverage during their internship.

7.10 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.

a) Caregivers for related military personnel may be eligible for up to twenty-six (26) work weeks of Military Caregiver Leave under the FMLA.

b) 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.

c) The employee will have the option to use accrued paid leave (sick, personal chargeable to sick, and/or vacation) concurrently with FMLA leave. (Board-paid health insurance and group term life insurance). Employees may also elect within 31 days of the leave effective date to modify benefits that are paid through payroll deduction.

d) 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 leave if available (due to reasons in Article 10.3), or a nearly identical equivalent position, in accordance with federal law.

7.11 Medical Leave. Non-probationary contract employees may be granted up to one (1) year of medical leave due to illness of themselves or members of their household.

A statement of medical justification from a licensed physician or licensed medical provider as approved by Risk Management and Employee Benefits must accompany the application for leave, and a licensed physician's or licensed medical provider's statement may be required for reinstatement from leave. In cases involving the health of the employee, a licensed physician's or licensed medical provider's statement is required for reinstatement from leave.

7.11-1 Return from Medical Leave. Employees returning from Medical Leave within one (1) year shall be guaranteed a position for which the employee is fully qualified. The returning employee shall notify the Risk Management and Employee Benefits Department. Should more than one (1) employee provide notice, the employee who gave such notice at the earliest date shall be assigned to the position in question.

7.12 Parental Leave. A 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.

7.13 Personal Leave. With at least a 30-day advanced notice, up to year of unpaid Personal Leave may be granted one time only for employees who have worked for the District continuously for at least seven (7) consecutive years in this bargaining unit inclusive of all approved leaves except leave for Public Service and Charter leaves. All requests for extended unpaid Personal Leave without pay must be approved by the immediate supervisor before being submitted to the Superintendent. Upon return from such leave, the employee shall be guaranteed a teaching position in the School District for which fully qualified.

7.14 Public Service Leave. A non-probationary contract employee, upon annual application, may be granted a leave of absence without pay for the duration of the elected term(s) to serve in 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.

7.14-1 Civic Board: Any non-probationary contract employee who is appointed to a civic board shall be granted personal leave without pay to attend meetings, not to exceed ten (10) days per school year. employees duly elected to City or County Commissions will be granted personal leave without pay to attend all authorized meetings. All such leaves shall be taken in full day increments only.

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.

8.3-1 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.

8.3-2 CDAT Additional Self-Directed Planning Time During the School Year: CDATs will be given the same self-directed planning and staff development time allotted to teachers as referenced in Teacher Article 3- School Calendar.

Teacher 3.4 Reference: The Board shall include at least ten (10) Student Early Dismissal Days distributed throughout the school year. Students shall be dismissed 150 minutes early to provide teachers 150 minutes of self-directed planning time All remaining time shall be used by the employee for self-directed planning activities.

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 at least 30 consecutive minutes, excluding any transition time where a paraeducator is supervising students of each school day, scheduled around the regular school lunch hours. In establishing at least 30 consecutive minutes, excluding any transition time where a paraeducator is supervising students, school year 2025-2026 will be a planning year with implementation school year 2026-2027. 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/worksite 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 or an AA/AS Degree in Early Childhood, Child Care, or Child Development, must complete 3 college hours or 4.5 CEU's 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) Seniority in the District;
- f) 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.

13.6 NOTICE OF POSITION CUTS:

Employees regularly assigned to the worksite hosting a summer program have first priority to maintain their position by worksite seniority in the event of enrollment reduction. District seniority will be utilized next in the event of enrollment reduction.

ARTICLE XIV. INSURANCE

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. Employees must make an active election within 60 days of hire to waive these Board paid benefits (See below).

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 (appointment date). Eligible dependents must be enrolled under the Polk Schools Board Health Plan to participate in the School Board Employee Health Clinic(s).

14.5 The Board agrees to make available supplemental group term life insurance, group disability, 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. Where evidence of insurability is required (life or disability), employees are responsible for submitting all required documentation. Employees are

also required to submit dependent documentation, including social security numbers, marriage license, birth certificate(s), and tax documentation required to prove current dependent eligibility. Failure to submit documentation will result in benefits not being approved.

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 following 60 days of employment.

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. The District and Association bargaining teams may consider recommendations from the Superintendent’s Insurance Committee.

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 bargained by mutual agreement of the parties to the extent that it violates the law. In accordance with Florida law, in the event of a conflict created by a statute or rule enacted subsequent to this contract's existence, the terms of this contract will remain in full effect until the parties negotiate to resolve any conflicts created by such imposed acts. When such a conflict arises, the parties shall meet in negotiations to resolve any conflicts created by such imposed acts within a period of ten business days to begin negotiations. The remaining provisions shall remain in full force and effect for the duration of this agreement if not affected by the modified provision. The Association does not waive its right to avail itself of all legal remedies.

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. 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.

Should the paraeducator transfers to a position outside of this agreement that is ineligible for the college hours supplement(s), the supplement(s) will be removed effective the date of transfer.

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 in the next available pay schedule option defined within the monthly payroll calendar defined on the PCPS website. The Chief of Staff in collaboration with the Association will evaluate options for providing any payments(s) outside of this schedule.

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: 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 immediately upon ratification of the Board subsequent to the ratification of the Bargaining Unit. Any and all grievances, which may be filed during the term of this contract, will be settled on the basis of the procedure and remedies as set forth in this Collective Bargaining Agreement.

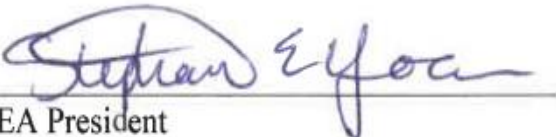
This Collective Bargaining Agreement shall remain in full force and through June 30, 2026, unless agreement is reached before that date. The parties agree that negotiations will continue on an ongoing basis in a collaborative, interest-based approach to resolve problems, with salaries negotiated annually.

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 COUNTY, FL

By: 
PEA President

By: 
School Board Chair

By: 
Superintendent

By: 
Chief Negotiator
Associate Superintendent of Human Resources

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, 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, ESOL
	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
	216	8	1728	Family Engagement Liaison
	247	8	1976	Head Start Parent Outreach Facilitator <i>(Current employees in the Head Start POF position are grandfathered into this work calendar as this job changes to Family EL.)</i> Books Bridge Outreach Facilitator
PA08	216	7.5	1620	Network Manager (11-month)
PA09	186	7.5	1395	Specialized ESE Unit Paraeducator, Paraeducators (including ESE Pre-K) 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

*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 or National Certification (RID).

APPENDIX C – PARAEDUCATOR SALARY SCHEDULE

	24-25	24-25	24-25
PA01	New Hire Placement	PA01 \$/HR	1395 hours annualized
PA 01A	0	15.39	21,469
PA 01B 01	1	15.86	22,125
PA 01B 02	2	15.86	22,125
PA 01B 03	3	15.86	22,125
PA 01B 04	4	15.86	22,125
PA 01B 05	5	15.86	22,125
PA 01B 06	6	16.33	22,780
PA 01B 07	7	16.33	22,780
PA 01B 08	8	16.33	22,780
PA 01B 09	9	16.33	22,780
PA 01B 10	10	16.33	22,780
PA 01C 11	11	16.82	23,464
PA 01C 12	12	16.82	23,464
PA 01C 13	13	16.82	23,464
PA 01C 14	14	16.82	23,464
PA 01C 15	15	16.82	23,464
PA 01D 16	16	17.33	24,175
PA 01D 17	17	17.33	24,175
PA 01D 18	18	17.33	24,175
PA 01D 19	19	17.33	24,175
PA 01D 20	20	17.33	24,175
PA 01D 21	21	17.33	24,175
PA 01E	22	17.85	24,901
PA 01F	23	18.38	25,640
PA 01G	24	19.12	26,672
PA 01H	25	19.88	27,733
PA 01I	26	20.48	28,570
PA 01J	27	21.09	29,421
PA 01K	28	22.50	31,388
PA 01L	29	22.50	31,388
PA 01M	30+	23.63	32,964

	24-25	24-25	24-25
PA02	New Hire Placement	PA02 \$/HR	1395 hours annualized
PA 02 A	0	15.64	21,818
PA 02 B 01	1	16.11	22,473
PA 02 B 02	2	16.11	22,473
PA 02 B 03	3	16.11	22,473
PA 02 B 04	4	16.11	22,473
PA 02 B 05	5	16.11	22,473
PA 02 B 06	6	16.58	23,129
PA 02 B 07	7	16.58	23,129
PA 02 B 08	8	16.58	23,129
PA 02 B 09	9	16.58	23,129
PA 02 B 10	10	16.58	23,129
PA 02 C 11	11	17.07	23,813
PA 02 C 12	12	17.07	23,813
PA 02 C 13	13	17.07	23,813
PA 02 C 14	14	17.07	23,813
PA 02 C 15	15	17.07	23,813
PA 02 D 16	16	17.58	24,524
PA 02 D 17	17	17.58	24,524
PA 02 D 18	18	17.58	24,524
PA 02 D 19	19	17.58	24,524
PA 02 D 20	20	17.58	24,524
PA 02 D 21	21	17.58	24,524
PA 02 E	22	18.10	25,250
PA 02 F	23	18.63	25,989
PA 02 G	24	19.37	27,021
PA 02 H	25	20.13	28,081
PA 02 I	26	20.73	28,918
PA 02 J	27	21.34	29,769
PA 02 K	28	22.75	31,736
PA 02 L	29	22.75	31,736
PA 02 M	30+	23.89	33,327

	24-25	24-25	24-25	24-25
PA03	New Hire Placement	PA03 \$/HR	1395 hours annualized	1976 hours annualized
PA 03 A	0	15.89	22,167	31,399
PA 03 B 01	1	16.36	22,822	32,327
PA 03 B 02	2	16.36	22,822	32,327
PA 03 B 03	3	16.36	22,822	32,327
PA 03 B 04	4	16.36	22,822	32,327
PA 03 B 05	5	16.36	22,822	32,327
PA 03 B 06	6	16.83	23,478	33,256
PA 03 B 07	7	16.83	23,478	33,256
PA 03 B 08	8	16.83	23,478	33,256
PA 03 B 09	9	16.83	23,478	33,256
PA 03 B 10	10	16.83	23,478	33,256
PA 03 C 11	11	17.32	24,161	34,224
PA 03 C 12	12	17.32	24,161	34,224
PA 03 C 13	13	17.32	24,161	34,224
PA 03 C 14	14	17.32	24,161	34,224
PA 03 C 15	15	17.32	24,161	34,224
PA 03 D 16	16	17.83	24,873	35,232
PA 03 D 17	17	17.83	24,873	35,232
PA 03 D 18	18	17.83	24,873	35,232
PA 03 D 19	19	17.83	24,873	35,232
PA 03 D 20	20	17.83	24,873	35,232
PA 03 D 21	21	17.83	24,873	35,232
PA 03 E	22	18.35	25,598	36,260
PA 03 F	23	18.88	26,338	37,307
PA 03 G	24	19.62	27,370	38,769
PA 03 H	25	20.38	28,430	40,271
PA 03 I	26	20.98	29,267	41,456
PA 03 J	27	21.59	30,118	42,662
PA 03 K	28	23.00	32,085	45,448
PA 03 L	29	23.00	32,085	45,448
PA 03 M	30+	24.15	33,689	47,720

	24-25	24-25	24-25
PA04	New Hire Placement	PA04 \$/HR	1395 hours annualized
PA 04 A	0	16.14	22,515
PA 04 B 01	1	16.61	23,171
PA 04 B 02	2	16.61	23,171
PA 04 B 03	3	16.61	23,171
PA 04 B 04	4	16.61	23,171
PA 04 B 05	5	16.61	23,171
PA 04 B 06	6	17.08	23,827
PA 04 B 07	7	17.08	23,827
PA 04 B 08	8	17.08	23,827
PA 04 B 09	9	17.08	23,827
PA 04 B 10	10	17.08	23,827
PA 04 C 11	11	17.57	24,510
PA 04 C 12	12	17.57	24,510
PA 04 C 13	13	17.57	24,510
PA 04 C 14	14	17.57	24,510
PA 04 C 15	15	17.57	24,510
PA 04 D 16	16	18.08	25,222
PA 04 D 17	17	18.08	25,222
PA 04 D 18	18	18.08	25,222
PA 04 D 19	19	18.08	25,222
PA 04 D 20	20	18.08	25,222
PA 04 D 21	21	18.08	25,222
PA 04 E	22	18.60	25,947
PA 04 F	23	19.13	26,686
PA 04 G	24	19.87	27,719
PA 04 H	25	20.63	28,779
PA 04 I	26	21.23	29,616
PA 04 J	27	21.84	30,467
PA 04 K	28	23.25	32,434
PA 04 L	29	23.25	32,434
PA 04 M	30+	24.41	34,052

	24-25	24-25	24-25
PA05	New Hire Placement	PA05 \$/HR	1395 hours annualized
PA 05 A	0	16.39	22,864
PA 05 B 01	1	16.86	23,520
PA 05 B 02	2	16.86	23,520
PA 05 B 03	3	16.86	23,520
PA 05 B 04	4	16.86	23,520
PA 05 B 05	5	16.86	23,520
PA 05 B 06	6	17.33	24,175
PA 05 B 07	7	17.33	24,175
PA 05 B 08	8	17.33	24,175
PA 05 B 09	9	17.33	24,175
PA 05 B 10	10	17.33	24,175
PA 05 C 11	11	17.82	24,859
PA 05 C 12	12	17.82	24,859
PA 05 C 13	13	17.82	24,859
PA 05 C 14	14	17.82	24,859
PA 05 C 15	15	17.82	24,859
PA 05 D 16	16	18.33	25,570
PA 05 D 17	17	18.33	25,570
PA 05 D 18	18	18.33	25,570
PA 05 D 19	19	18.33	25,570
PA 05 D 20	20	18.33	25,570
PA 05 D 21	21	18.33	25,570
PA 05 E	22	18.85	26,296
PA 05 F	23	19.38	27,035
PA 05 G	24	20.12	28,067
PA 05 H	25	20.88	29,128
PA 05 I	26	21.48	29,965
PA 05 J	27	22.09	30,816
PA 05 K	28	23.50	32,783
PA 05 L	29	23.50	32,783
PA 05 M	30+	24.68	34,429

	24-25	24-25	24-25
PA06	New Hire Placement	PA06 \$/HR	1552 hours annualized
PA 06 A	0	18.70	29,022
PA 06 B 01	1	19.40	30,109
PA 06 B 02	2	19.40	30,109
PA 06 B 03	3	19.40	30,109
PA 06 B 04	4	19.40	30,109
PA 06 B 05	5	19.40	30,109
PA 06 B 06	6	20.10	31,195
PA 06 B 07	7	20.10	31,195
PA 06 B 08	8	20.10	31,195
PA 06 B 09	9	20.10	31,195
PA 06 B 10	10	20.10	31,195
PA 06 C 11	11	20.80	32,282
PA 06 C 12	12	20.80	32,282
PA 06 C 13	13	20.80	32,282
PA 06 C 14	14	20.80	32,282
PA 06 C 15	15	20.80	32,282
PA 06 D 16	16	21.50	33,368
PA 06 D 17	17	21.50	33,368
PA 06 D 18	18	21.50	33,368
PA 06 D 19	19	21.50	33,368
PA 06 D 20	20	21.50	33,368
PA 06 D 21	21	21.50	33,368
PA 06 E	22	22.20	34,454
PA 06 F	23	22.90	35,541
PA 06 G	24	23.60	36,627
PA 06 H	25	24.30	37,714
PA 06 I	26	25.00	38,800
PA 06 J	27	25.70	39,886
PA 06 K	28	27.00	41,904
PA 06 L	29	27.00	41,904
PA 06 M	30+	28.35	43,999

	24-25	24-25	24-25	24-25	24-25
PA07	New Hire Placement	PA07 \$/HR	1395 hours annualized	1568 hours annualized	1976 hours annualized
PA 07 A	0	18.54	25,863	29,071	36,635
PA 07 B 01	1	19.10	26,645	29,949	37,742
PA 07 B 02	2	19.10	26,645	29,949	37,742
PA 07 B 03	3	19.10	26,645	29,949	37,742
PA 07 B 04	4	19.10	26,645	29,949	37,742
PA 07 B 05	5	19.10	26,645	29,949	37,742
PA 07 B 06	6	19.67	27,440	30,843	38,868
PA 07 B 07	7	19.67	27,440	30,843	38,868
PA 07 B 08	8	19.67	27,440	30,843	38,868
PA 07 B 09	9	19.67	27,440	30,843	38,868
PA 07 B 10	10	19.67	27,440	30,843	38,868
PA 07 C 11	11	20.26	28,263	31,768	40,034
PA 07 C 12	12	20.26	28,263	31,768	40,034
PA 07 C 13	13	20.26	28,263	31,768	40,034
PA 07 C 14	14	20.26	28,263	31,768	40,034
PA 07 C 15	15	20.26	28,263	31,768	40,034
PA 07 D 16	16	20.87	29,114	32,724	41,239
PA 07 D 17	17	20.87	29,114	32,724	41,239
PA 07 D 18	18	20.87	29,114	32,724	41,239
PA 07 D 19	19	20.87	29,114	32,724	41,239
PA 07 D 20	20	20.87	29,114	32,724	41,239
PA 07 D 21	21	20.87	29,114	32,724	41,239
PA 07 E	22	21.49	29,979	33,696	42,464
PA 07 F	23	22.14	30,885	34,716	43,749
PA 07 G	24	22.80	31,806	35,750	45,053
PA 07 H	25	23.49	32,769	36,832	46,416
PA 07 I	26	24.19	33,745	37,930	47,799
PA 07 J	27	24.92	34,763	39,075	49,242
PA 07 K	28	26.00	36,270	40,768	51,376
PA 07 L	29	26.00	36,270	40,768	51,376
PA 07 M	30+	26.95	37,595	42,258	53,253

	24-25	24-25	24-25
PA08	New Hire Placement	PA08 \$/HR	1620 hours annualized
PA 08 A	0	20.02	32,432
PA 08 B 01	1	21.62	35,024
PA 08 B 02	2	21.62	35,024
PA 08 B 03	3	21.62	35,024
PA 08 B 04	4	21.62	35,024
PA 08 B 05	5	21.62	35,024
PA 08 B 06	6	21.62	35,024
PA 08 B 07	7	21.62	35,024
PA 08 B 08	8	21.62	35,024
PA 08 B 09	9	21.62	35,024
PA 08 B 10	10	21.62	35,024
PA 08 C 11	11	23.22	37,616
PA 08 C 12	12	23.22	37,616
PA 08 C 13	13	23.22	37,616
PA 08 C 14	14	23.22	37,616
PA 08 C 15	15	23.22	37,616
PA 08 D 16	16	24.82	40,208
PA 08 D 17	17	24.82	40,208
PA 08 D 18	18	24.82	40,208
PA 08 D 19	19	24.82	40,208
PA 08 D 20	20	24.82	40,208
PA 08 D 21	21	24.82	40,208
PA 08 E	22	26.42	42,800
PA 08 F	23	28.02	45,392
PA 08 G	24	29.62	47,984
PA 08 H	25	31.22	50,576
PA 08 I	26	32.82	53,168
PA 08 J	27	34.42	55,760
PA 08 K	28	36.02	58,352
PA 08 L	29	37.75	61,155
PA 08 M	30+	38.85	62,937

	24-25	24-25	24-25
PA09	New Hire Placement	PA09 \$/HR	1395 hours annualized
PA 09 A	0	18.70	26,087
PA 09 B 01	1	19.40	27,063
PA 09 B 02	2	19.40	27,063
PA 09 B 03	3	19.40	27,063
PA 09 B 04	4	19.40	27,063
PA 09 B 05	5	19.40	27,063
PA 09 B 06	6	20.10	28,040
PA 09 B 07	7	20.10	28,040
PA 09 B 08	8	20.10	28,040
PA 09 B 09	9	20.10	28,040
PA 09 B 10	10	20.10	28,040
PA 09 C 11	11	20.80	29,016
PA 09 C 12	12	20.80	29,016
PA 09 C 13	13	20.80	29,016
PA 09 C 14	14	20.80	29,016
PA 09 C 15	15	20.80	29,016
PA 09 D 16	16	21.50	29,993
PA 09 D 17	17	21.50	29,993
PA 09 D 18	18	21.50	29,993
PA 09 D 19	19	21.50	29,993
PA 09 D 20	20	21.50	29,993
PA 09 D 21	21	21.50	29,993
PA 09 E	22	22.20	30,969
PA 09 F	23	22.90	31,946
PA 09 G	24	23.60	32,922
PA 09 H	25	24.30	33,899
PA 09 I	26	25.00	34,875
PA 09 J	27	25.70	35,852
PA 09 K	28	27.00	37,665
PA 09 L	29	27.00	37,665
PA 09 M	30+	28.35	39,548

	24-25	24-25	24-25	24-25
PA10	New Hire Placement	PA10 \$/HR	1395 hours annualized	1552 hours annualized
PA 10 A	0	23.67	33,020	36,736
PA 10 B 01	1	24.38	34,010	37,838
PA 10 B 02	2	24.38	34,010	37,838
PA 10 B 03	3	24.38	34,010	37,838
PA 10 B 04	4	24.38	34,010	37,838
PA 10 B 05	5	24.38	34,010	37,838
PA 10 B 06	6	25.10	35,015	38,955
PA 10 B 07	7	25.10	35,015	38,955
PA 10 B 08	8	25.10	35,015	38,955
PA 10 B 09	9	25.10	35,015	38,955
PA 10 B 10	10	25.10	35,015	38,955
PA 10 C 11	11	25.85	36,061	40,119
PA 10 C 12	12	25.85	36,061	40,119
PA 10 C 13	13	25.85	36,061	40,119
PA 10 C 14	14	25.85	36,061	40,119
PA 10 C 15	15	25.85	36,061	40,119
PA 10 D 16	16	26.62	37,135	41,314
PA 10 D 17	17	26.62	37,135	41,314
PA 10 D 18	18	26.62	37,135	41,314
PA 10 D 19	19	26.62	37,135	41,314
PA 10 D 20	20	26.62	37,135	41,314
PA 10 D 21	21	26.62	37,135	41,314
PA 10 E	22	27.41	38,237	42,540
PA 10 F	23	28.23	39,381	43,813
PA 10 G	24	29.07	40,553	45,117
PA 10 H	25	29.93	41,752	46,451
PA 10 I	26	30.27	42,227	46,979
PA 10 J	27	31.18	43,496	48,391
PA 10 K	28	32.50	45,338	50,440
PA 10 L	29	32.50	45,338	50,440
PA 10 M	30+	33.60	46,872	52,147

	24-25	24-25	24-25
SLOO	New Hire Placement	SLOO \$/HR	1395 hours annualized
SL 00 A	0	15.25	21,274
SL 00 B 01	1	15.50	21,623
SL 00 B 02	2	15.50	21,623
SL 00 B 03	3	15.50	21,623
SL 00 B 04	4	15.50	21,623
SL 00 B 05	5	15.50	21,623
SL 00 B 06	6	15.75	21,971
SL 00 B 07	7	15.75	21,971
SL 00 B 08	8	15.75	21,971
SL 00 B 09	9	15.75	21,971
SL 00 B 10	10	15.75	21,971
SL 00 C 11	11	16.00	22,320
SL 00 C 12	12	16.00	22,320
SL 00 C 13	13	16.00	22,320
SL 00 C 14	14	16.00	22,320
SL 00 C 15	15	16.00	22,320
SL 00 D 16	16	16.25	22,669
SL 00 D 17	17	16.25	22,669
SL 00 D 18	18	16.25	22,669
SL 00 D 19	19	16.25	22,669
SL 00 D 20	20	16.25	22,669
SL 00 D 21	21	16.25	22,669
SL 00 E	22	16.50	23,018
SL 00 F	23	16.75	23,366
SL 00 G	24	17.00	23,715
SL 00 H	25	17.25	24,064
SL 00 I	26	17.50	24,413
SL 00 J	27	17.75	24,761
SL 00 K	28	18.00	25,110
SL 00 L	29	18.00	25,110
SL 00 M	30+	18.90	26,366

	24-25	24-25	24-25
SL01	New Hire Placement	SL01 \$/HR	1395 hours annualized
SL 01A	0	16.25	22,669
SL 01B 01	1	16.50	23,018
SL 01B 02	2	16.50	23,018
SL 01B 03	3	16.50	23,018
SL 01B 04	4	16.50	23,018
SL 01B 05	5	16.50	23,018
SL 01B 06	6	16.75	23,366
SL 01B 07	7	16.75	23,366
SL 01B 08	8	16.75	23,366
SL 01B 09	9	16.75	23,366
SL 01B 10	10	16.75	23,366
SL 01C 11	11	17.00	23,715
SL 01C 12	12	17.00	23,715
SL 01C 13	13	17.00	23,715
SL 01C 14	14	17.00	23,715
SL 01C 15	15	17.00	23,715
SL 01D 16	16	17.25	24,064
SL 01D 17	17	17.25	24,064
SL 01D 18	18	17.25	24,064
SL 01D 19	19	17.25	24,064
SL 01D 20	20	17.25	24,064
SL 01D 21	21	17.25	24,064
SL 01E	22	17.50	24,413
SL 01F	23	17.75	24,761
SL 01G	24	18.00	25,110
SL 01H	25	18.25	25,459
SL 01I	26	18.50	25,808
SL 01J	27	18.75	26,156
SL 01K	28	19.00	26,505
SL 01L	29	19.00	26,505
SL 01M	30+	19.95	27,830

	24-25	24-25	24-25
SL02	New Hire Placement	SL02 \$/HR	1395 hours annualized
SL 02 A	0	18.25	25,459
SL 02 B 01	1	18.50	25,808
SL 02 B 02	2	18.50	25,808
SL 02 B 03	3	18.50	25,808
SL 02 B 04	4	18.50	25,808
SL 02 B 05	5	18.50	25,808
SL 02 B 06	6	18.75	26,156
SL 02 B 07	7	18.75	26,156
SL 02 B 08	8	18.75	26,156
SL 02 B 09	9	18.75	26,156
SL 02 B 10	10	18.75	26,156
SL 02 C 11	11	19.00	26,505
SL 02 C 12	12	19.00	26,505
SL 02 C 13	13	19.00	26,505
SL 02 C 14	14	19.00	26,505
SL 02 C 15	15	19.00	26,505
SL 02 D 16	16	19.25	26,854
SL 02 D 17	17	19.25	26,854
SL 02 D 18	18	19.25	26,854
SL 02 D 19	19	19.25	26,854
SL 02 D 20	20	19.25	26,854
SL 02 D 21	21	19.25	26,854
SL 02 E	22	19.50	27,203
SL 02 F	23	19.75	27,551
SL 02 G	24	20.00	27,900
SL 02 H	25	20.25	28,249
SL 02 I	26	21.00	29,295
SL 02 J	27	22.00	30,690
SL 02 K	28	24.00	33,480
SL 02 L	29	24.00	33,480
SL 02 M	30+	25.20	35,154

	24-25	24-25	24-25
SL03	New Hire Placement	SL03 \$/HR	1395 hours annualized
SL 03 A	0	20.25	28,249
SL 03 B 01	1	20.86	29,100
SL 03 B 02	2	20.86	29,100
SL 03 B 03	3	20.86	29,100
SL 03 B 04	4	20.86	29,100
SL 03 B 05	5	20.86	29,100
SL 03 B 06	6	21.48	29,965
SL 03 B 07	7	21.48	29,965
SL 03 B 08	8	21.48	29,965
SL 03 B 09	9	21.48	29,965
SL 03 B 10	10	21.48	29,965
SL 03 C 11	11	22.13	30,871
SL 03 C 12	12	22.13	30,871
SL 03 C 13	13	22.13	30,871
SL 03 C 14	14	22.13	30,871
SL 03 C 15	15	22.13	30,871
SL 03 D 16	16	23.01	32,099
SL 03 D 17	17	23.01	32,099
SL 03 D 18	18	23.01	32,099
SL 03 D 19	19	23.01	32,099
SL 03 D 20	20	23.01	32,099
SL 03 D 21	21	23.01	32,099
SL 03 E	22	23.93	33,382
SL 03 F	23	25.13	35,056
SL 03 G	24	25.88	36,103
SL 03 H	25	26.63	37,149
SL 03 I	26	27.38	38,195
SL 03 J	27	28.13	39,241
SL 03 K	28	28.88	40,288
SL 03 L	29	28.88	40,288
SL 03 M	30+	30.32	42,296

	24-25	24-25	24-25
SL04	New Hire Placement	SL04 \$/HR	1395 hours annualized
SL 04 A	0	23.45	32,713
SL 04 B 01	1	24.15	33,689
SL 04 B 02	2	24.15	33,689
SL 04 B 03	3	24.15	33,689
SL 04 B 04	4	24.15	33,689
SL 04 B 05	5	24.15	33,689
SL 04 B 06	6	24.87	34,694
SL 04 B 07	7	24.87	34,694
SL 04 B 08	8	24.87	34,694
SL 04 B 09	9	24.87	34,694
SL 04 B 10	10	24.87	34,694
SL 04 C 11	11	25.62	35,740
SL 04 C 12	12	25.62	35,740
SL 04 C 13	13	25.62	35,740
SL 04 C 14	14	25.62	35,740
SL 04 C 15	15	25.62	35,740
SL 04 D 16	16	26.39	36,814
SL 04 D 17	17	26.39	36,814
SL 04 D 18	18	26.39	36,814
SL 04 D 19	19	26.39	36,814
SL 04 D 20	20	26.39	36,814
SL 04 D 21	21	26.39	36,814
SL 04 E	22	27.18	37,916
SL 04 F	23	28.27	39,437
SL 04 G	24	29.11	40,608
SL 04 H	25	29.86	41,655
SL 04 I	26	30.61	42,701
SL 04 J	27	31.36	43,747
SL 04 K	28	32.11	44,793
SL 04 L	29	32.11	44,793
SL 04 M	30+	33.72	47,039

	24-25	24-25	24-25
SL05	New Hire Placement	SL05 \$/HR	1395 hours annualized
SL 05 A	0	26.36	36,772
SL 05 B 01	1	27.15	37,874
SL 05 B 02	2	27.15	37,874
SL 05 B 03	3	27.15	37,874
SL 05 B 04	4	27.15	37,874
SL 05 B 05	5	27.15	37,874
SL 05 B 06	6	27.97	39,018
SL 05 B 07	7	27.97	39,018
SL 05 B 08	8	27.97	39,018
SL 05 B 09	9	27.97	39,018
SL 05 B 10	10	27.97	39,018
SL 05 C 11	11	28.81	40,190
SL 05 C 12	12	28.81	40,190
SL 05 C 13	13	28.81	40,190
SL 05 C 14	14	28.81	40,190
SL 05 C 15	15	28.81	40,190
SL 05 D 16	16	29.67	41,390
SL 05 D 17	17	29.67	41,390
SL 05 D 18	18	29.67	41,390
SL 05 D 19	19	29.67	41,390
SL 05 D 20	20	29.67	41,390
SL 05 D 21	21	29.67	41,390
SL 05 E	22	30.86	43,050
SL 05 F	23	31.78	44,333
SL 05 G	24	32.74	45,672
SL 05 H	25	33.72	47,039
SL 05 I	26	34.47	48,086
SL 05 J	27	35.22	49,132
SL 05 K	28	36.75	51,266
SL 05 L	29	36.75	51,266
SL 05 M	30+	37.77	52,689

Paraeducator Supplements and Other Compensation

Pay Schedule: Employees hired after July 1, 2020, will be paid in twenty-four (24) equal payments over twelve (12) months. Employees hired prior to July 1, 2020, will be paid in twelve (12) equal payments, unless that employee has opted into semi-monthly schedule of twenty-four (24) equal payments over twelve (12) months.

Paraeducator CDAT Childcare Services Contact: \$750 Annual Supplement based on designated job expectations, additional Department of Children and Families (DCF) certification and licensing. Must maintain additional DCF site director credentials to assist with compliance of childcare licensure requirements. One contact per Teen Parent Childcare Services site.

Designated Health Contact Annual Supplement (Completed training required to receive supplement): \$200 (For up to two (2) eligible positions across the ESP, Paraeducator, and Teacher contracts who complete mandatory training requirements (excludes Paraeducator, LPN Clinic Nurse). The eligible designated contacts must be actively employed as of May 1st and will be determined by District-wide seniority among the three agreements.) Responsibilities are defined in Teacher Article 6.7-2.

Longevity Supplement: \$45.00 per month based on work schedule and beginning upon completion of 15 years of continuous creditable service in this agreement and in 5-year increments thereafter. For example, an eligible employee on a 10-month work schedule with 33 years of continuous service is paid four (4) supplements (15 years + 5 years + 5 years + 5 years) for 10 months on an annual basis.

Title I School Supplement: \$200 annually for any paraeducator working at a designated Title I School and actively employed as of May 1st.

Support Staff Micro-Credential Committee: A joint Association and District committee comprised of six (6) representatives each will convene for the 2023-2024 school year to create a support staff micro-credential program and continue to review job descriptions with the expectation of having a resolution by 2024-2025 school year.

Translation Services: Staff who provide translation services, either verbal or written, outside of their job description, during scheduled breaks or during planned paid working periods will receive \$20 per hour rounded up to the nearest quarter hour. Translation must be requested by an administrator to perform these services. A volunteer list of skilled translators must be maintained, and translators rotated equitably as appropriate. This section does not apply to sign language interpreting services within the applicable job description and as outlined in Paraeducator Article 9 and Teacher Article 22.

Under the Fair Labor Standards Act Non-Exempt Employees cannot translate/work during paid breaks or unpaid meal periods.

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.

APPENDIX G NETWORK MANAGERS

This appendix addresses unique circumstances of Network Managers differing from other members of the bargaining unit. All articles of this Collective Bargaining Agreement apply to Network Managers, unless specifically addressed below.

1. **Initial Placement on Salary Schedule for Network Managers Employed as of October 13, 2021:**

Following October 12, 2021 School Board approval of this Agreement, due to their specific pay grade improvements network managers (pay grade PA08) who were actively employed as of October 13, 2021 were moved laterally from the 2020-2021 numerical salary level (formerly based on years of experience) to the 2021-2022 enhanced alphabetical pay schedule, retroactive to July 1, 2021. The salary levels no longer equate to years of experience.

2. **Salary Credit for Related Network Manager Experience:**

Employees without related network manager technology work experience will be placed at the base level PA08-A.

At no time will newly hired or rehired employees after a break in service be placed on a salary level exceeding current paraeducators who held similar related network manager experience as of June 30, 2021.

Network Managers Newly Hired, Rehired or Transferred on and after October 13, 2021: The newly hired employee may receive one (1) salary level on the salary schedule for every one (1) year of documented full-time related network manager experience for up to ten (10) years of verified related work experience as a network manager.

PCPS Employees Transferring into the Paraeducator Bargaining Unit: These employees will be initially placed at base level PA08-A pending verification of any technology-related network management work experience will receive one (1) year of experience credit on the salary schedule for one (1) year of related service up to ten (10) years maximum.

Former PCPS Teacher Network Manager: Teacher Network Managers who transfer to this agreement as a Paraeducator Network Manager without a break in service will receive one (1) year of experience credit on the salary schedule for one (1) year of related service up to ten (10) years maximum.

Placement following a Separation of Service as a PCPS Paraeducator Network Manager and Rehire as a PCPS Paraeducator Network Manager: Employees rehired within the same school year will return to the same salary level as that held at the date of separation. At no time during the same school year will initial placement following a break-in-service exceed the salary level at separation.

Private School/Private Sector Related Network Manager Work Experience: The newly hired employee shall be moved one (1) salary level on the salary schedule for every one (1) year of documented full-time experience. Newly hired employees may receive credit for up to ten (10) years of documented related work experience as a network manager.

MEMORANUMS OF UNDERSTANDING



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

**ESE VE SELF-CONTAINED TEACHER AND PARAEDUCATOR BEHAVIOR
ACADEMIC CLUSTER UNIT
2024-2025 EXPECTATIONS**

This Memorandum of Understanding (MOU) outlines the expectations and stipend eligibility for instructional and paraeducator support Behavior Academic Cluster (BAC) units serving students with a consistent pattern of high frequency and/or high intensity documented behavior and placed in the Behavior Academic Cluster (BAC) units at the following schools:

**Floral Avenue Elementary School
Highlands Grove Elementary
Lake Shipp Elementary School
Loughman Oaks Elementary School
Sleepy Hill Elementary School
Bill Duncan Opportunity Center
Don Woods Opportunity Center
Gause Academy of Leadership**

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 each listed school above has been allocated additional ESE VE Self-Contained Teacher and Paraeducator positions to facilitate highly specialized positive behavior interventions that are explicit, intensive, accelerated and provide ample practice for students with challenging behaviors.



**MEMORANDUM OF UNDERSTANDING
ELEMENTARY ESE TEACHER AND PARAEDUCATOR
SELF-CONTAINED
BEHAVIOR ACADEMIC CLUSTER UNIT EXPECTATIONS**

NOW, THEREFORE, with the mutual goal of serving students in the IMPACT Program, the parties agree to additional expectations for these school-based teachers for the 2024-2025 school year.

1. Teacher of ESE VE (Exceptional Student Education for Varying Exceptionalities) Qualifications for the Behavior Academic Cluster Unit

- a. Must be certified in Exceptional Student Education (ESE) and Elementary Education for Elementary sites. Secondary site teachers must be certified in Exceptional Student Education (ESE).
- b. Hold an overall prior year instructional evaluation rating of *Highly Effective* or *Effective* to be considered.
- c. Hold certification in Crisis Prevention Institute Nonviolent Crisis Intervention-Advanced Physical Skills (NCI-APS) and demonstrate competency in performing physical crisis interventions/techniques to provide for the safety of students, other team members, and the teacher.
- d. Demonstrate an extensive knowledge and understanding of the concepts, principles, and methodologies for effective instruction and positive behavioral support that are beneficial for implementation with students with challenging and inappropriate behaviors.
- e. Establish and maintain effective professional relationships with contracted vendor(s) providing behavior support.
- f. Significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, handling, pushing, and pulling.
- g. Preferred: A minimum of three years' experience teaching "at-risk" and/or "behaviorally challenged" students.



**MEMORANDUM OF UNDERSTANDING
ELEMENTARY ESE TEACHER AND PARAEDUCATOR
SELF-CONTAINED
BEHAVIOR ACADEMIC CLUSTER UNIT EXPECTATIONS**

2. Mandatory Professional Development

- a. Teachers:** In addition to the Teacher Staff Development Days defined in the School Calendar, ESE BAC teachers must participate in three (3) days of early return professional development (PD): July 30, 31, and August 1, 2024. (Note: August 2nd is the first 196-day teacher workday).
- i. July 30: Behavior Coaching Initial Training Session
 - ii. July 31 and August 1: Nonviolent Crisis Intervention-Advanced Physical Skills (NCI-APS)
- b. Paraeducators:** ESE BAC paraeducators must participate in three (3) days of early return professional development (PD): July 30, 31, and August 1, 2024.
- i. July 30: Behavior Coaching Initial Training Session
 - ii. July 31 and August 1: Nonviolent Crisis Intervention-Advanced Physical Skills (NCI-APS)
- c. Teacher Compensation:** The summer workday will be the same as the regular school year (7.75 daily paid hours) at each employee's regular hourly rate of pay, plus a one (1)-hour paid lunch.
- d. Paraeducator Compensation:** The summer workday will be the same as the regular school year (7.5 daily paid hours) at each employee's regular hourly rate of pay, plus a one (1)-hour paid lunch.
- e.** Participate in Behavior Coaching Program facilitated by the Learning Support Division team during the workday. Teachers will participate in five training sessions, instructor led, throughout the first semester. Following the instructor-led training sessions, teachers will have a minimum of six individual 1:1 sessions with District behavior support staff to provide teachers the opportunity to apply the components and strategies covered in training sessions.
- f.** Additional 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.



**MEMORANDUM OF UNDERSTANDING
ELEMENTARY ESE TEACHER AND PARAEDUCATOR
SELF-CONTAINED
BEHAVIOR ACADEMIC CLUSTER UNIT EXPECTATIONS**

- g.** Should a teacher 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.
- h.** 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.
- i.** Any mandatory staff development during the school year held beyond the regular duty day will be remunerated at the employee's regular hourly rate of pay.

. Teacher and Paraeducator Retention

Due to the specialized instruction and professional development requirements, the expectation is for ESE BAC teachers and paraeducators at the listed schools to embrace the terms of this agreement and commit to remain at their school for the entire 2024-2025 school year. Teachers may request Hardship Transfers as outlined in CBA Article 17.

. Compensation

- a. Teacher:** Annual Stipend of \$5,000 subject to the appropriate tax rate, to be prorated in ten installments.
- b. Paraeducator:** Annual Stipend of \$2000 subject to the appropriate tax rate, to be prorated in ten installments.
- c.** In the event an employee transfers out of a school without an Impact Program and/or is no longer employed by the District, the stipend will be prorated through the last full month worked.
- d.** To receive payment, eligible teachers and paraeducators must be actively employed on the payment date, and not on an unpaid extended Board-approved leave of absence.



**MEMORANDUM OF UNDERSTANDING
ELEMENTARY ESE TEACHER AND PARAEDUCATOR
SELF-CONTAINED
BEHAVIOR ACADEMIC CLUSTER UNIT EXPECTATIONS**

- e. Provisional Substitutes and Kelly Educational Services substitutes are not eligible for the stipend.
- f. Should additional schools receive ESE BAC teacher and/or paraeducator allocations during the term of this agreement, the parties agree to create an addendum.

This Memorandum of Understanding will expire June 30, 2025.

POLK EDUCATION ASSOCIATION, INC.

POLK COUNTY SCHOOL DISTRICT

By: Stephanie Yocum
Stephanie Yocum
President
Polk Education Association

By: Frederick R. Heid
Frederick R. Heid
Superintendent
Polk County Public Schools

5.24.2024
Date

5/25/24
Date

- c: Jason Pitts, Chief of Staff, Deputy Superintendent
 Joseph McNaughton, III, Associate Superintendent, Chief Academic Officer
 Tammy Williams, Assistant Superintendent, Learning Support
 Denisse Santos, Director, Behavior and Mental Health Support (Contact)
 Business Services Finance and Payroll Departments
 Human Resource Services

Cost Center: School Location
 Fund: School Location
 Functional Area: School Location
 Funded Program: School Location



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

**2024-2025
DIFFERENTIATED ACCOUNTABILITY (DA) and TURNAROUND
OPTION PLAN (TOP) SCHOOLS STAFF EXPECTATIONS AND
MANDATORY JULY PROFESSIONAL DEVELOPMENT**

This Memorandum of Understanding (MOU) authorizes mandatory and voluntary additional teacher, paraeducator, and educational support (clerical) personnel expectations and July Professional Development for schools designated by the Florida Department of Education (FDOE) in turnaround status.

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, Paraeducator, and Educational Support Personnel Collective Bargaining Agreements (CBA) with the PEA; and,

WHEREAS, [Section 1008.33, Florida Statutes\(2022\)](#), 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. \(2022\)](#), 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,

NOW, THEREFORE, with the mutual goal of increasing student achievement the parties agree to additional expectations and requirements for school-based staff for the 2024-2025 school year.

1. Mandatory July 2024 Professional Development

In addition to the Teacher Staff Development Days defined in the School Calendar, all school-based classroom instructional personnel, academic coaches, interventionists, counselors, deans etc. must participate in four (4) days of early return professional development (PD) July 29, 2024-August 1, 2024.

- a. Affected staff at listed school(s) will be informed of the mandatory opportunity and reporting hours immediately upon signature of both parties.
- b. Staff at schools not listed, but later added to the list by FDOE following the expected July release of school grades, will be informed of this potential as soon as the District has the list of potentially added schools.
- 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). Instructional employees will be paid their regular hourly rate of pay, including a one (1)-hour paid lunch.

Additional voluntary PD opportunities may be offered by the FDOE at listed school (s) throughout the summer, as available.

Crystal Lake Elementary

2. Teacher Retention at Differentiated Accountability Schools and Turnaround Option Plan {TOP} Schools (See Attached Employee Agreement)

The expectation is for all teachers at the identified school (s) to embrace the terms of this agreement and sign the attached Employee Agreement for the 2024-2025 school year.

Eligible Schools (Subject to modification by the FDOE at any time): Upon receipt of the final DA list from the FDOE, school (s) listed below may be put on a modified agreement form the conditions listed above or completely removed from the MOU.

Crystal Lake Elementary

Prior to the start of the school year should an existing teacher at any school not agree to the expectations, the Article 17.4 and 17.4-2 voluntary intent to transfer and application process will be followed: "17.4-2 Request for Transfer Between School Years: It is the responsibility of the teacher to notify the principals where vacancies exist in order to be considered for the vacancy. The transfer will be subject to approval by the District Certification Compliance

Department. A principal will only be notified of an employee's intent to transfer ten (10) workdays after the teacher has filed the intent to transfer form."

The expectation is for all teachers at the listed school (s) above to embrace the terms of this agreement for the 2024-2025 school year.

3. Improvement/Movement of Teachers throughout the School Year

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.

Teachers in need of improvement will only be transferred out if an *Effective* or *Highly Effective* teacher (based on 2023-2024 overall evaluation) is available to fill the position. The decision to reassign a teacher will be made in conjunction with the Superintendent's designee and the External Operator, as applicable. Prior to removing teachers from the school, the Human Resource Services Division will work with school administration and the PEA to ensure alternate placement of identified instructional personnel in accordance with Teacher Article 17.6-1:

"In unusual and special circumstances the Superintendent may recommend to the Board that a teacher be transferred from one position to another specific position for good and sufficient reasons. Any teacher being transferred under this section may not be placed into an out-of-field assignment or a position for which the teacher is not fully qualified, and the teacher may request 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. Refusal by the teacher to accept such assignment shall release the Board from further obligation to that employee."

4. 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.

5. 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. Other instructional staff, including but not limited to ESE and ESOL, that generates a prior year (2023-2024) state VAM rating will also be considered a core teacher.
- b. Non-VAM evaluated teachers such as science and social studies must demonstrate an overall prior year (2023-2024) PCPS Student Achievement Objective (SAO) Evaluation rating of *Highly Effective* or *Effective* to be retained.
- c. Teachers within their first year of teaching, and/or new to the District, and without an evaluation or student learning data source, will be considered *Effective* for purposes of this agreement.

6. 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 reevaluated for the placement of candidates.

- b. Coaches/interventionists will be held to the same expectations as classroom teachers at the school.
- c. Coaches/interventionists must demonstrate an overall prior year (2023-2024) PCPS Student Achievement Objective (SAO) Evaluation rating of *Highly Effective* or *Effective* to be retained at the 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 2023-2024 school year.

7. **Professional Development**

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.


8. **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 Memorandum of Understanding will expire June 30, 2025.

POLK COUNTY SCHOOL DISTRICT

POLK EDUCATION ASSOCIATION, INC.

By: 
Frederick R. Heid
Superintendent
Polk County Public Schools

By: 
Stephanie Yocum
President
Polk Education Association, Inc.

Date

6/26/24

Date

6/25/24

6 of 8

Attachment: 2024-2025 Employee Agreement

- c: Wayne Green, Deputy Superintendent
- Jason Pitts, Chief of Staff, Deputy Superintendent
- Joseph McNaughton, III, Associate Superintendent, Chief Academic Officer
- Nicole Bennett, Regional Assistant Superintendent, Transformation/SI Contact
- Andrew Baldwin, Senior Director, Federal Programs & Grant Management
- Business Services Finance and Payroll Departments
- Human Resource Services

7 of 8

**MEMORANDUM OF UNDERSTANDING DIFFERENTIATED
ACCOUNTABILITY (DA) and TURNAROUND OPTION PLAN (TOP)
SCHOOLS STAFF EXPECTATIONS AND MANDATORY
JULY PROFESSIONAL DEVELOPMENT**

2024-2025 EMPLOYEE AGREEMENT

This Agreement is entered into this ____ day **of** _____ 2024, by and between the Polk County Public Schools (PCPS), and Employee, _____ [print full name]

a _____ *Job title* at _____, a Turnaround Option Plan (TOP) school. The PCPS and the Polk Education Association, Inc. (PEA), the certified bargaining agent representing instructional and non-instructional employees reached the attached Memorandum of Understanding with provisions regarding the selection, placement and expectations for the 2024- 2025 school year.

_____ Employee agrees to comply with all provisions outlined in the attached Memorandum of Understanding.

Initials

_____ All instructional staff shall be eligible to receive School Recognition Funds and compensation to the same extent staff in other schools are eligible.

Initials

Attachment: PCPS and PEA Memorandum of Understanding for Staff Selection, Placement and Expectations

Employee Signature

PCPS Personnel ID#

Date Signed



MEMORANDUM OF UNDERSTANDING

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

FULL-TIME PEA TEMPORARY DUTY LEAVE FOR 2024-2025

This Memorandum of Understanding (MOU) temporarily amends the parties' already agreed to MOUs or ratified CBA agreements surrounding the outlined Union Rights and Privileges.

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, Paraeducator, and Educational Support Personnel Collective Bargaining Agreements (CBA) with the PEA; and,

WHEREAS, Teacher CBA Article 20, Paraeducator Article 6, and ESP Article 10, outline Association Officer Leave; and,

WHEREAS, a PEA member has been selected as one of six state union members to participate in a one year organizing job; and

NOW, THEREFORE, PCPS agrees to full-time temporary duty release the PEA member for the 2024-2025 school year as outlined below.

1. **Contract Recital**

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. 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 teacher 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.



**MEMORANDUM OF UNDERSTANDING
UNION RIGHTS AND PRIVILEGES**

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 teacher shall be placed in a teaching position in the District for which he/she is fully qualified.

- 2. **Full-time Temporary Duty Leave for State Organizing Job for 2024-2025**
 - a. The selected PEA member's full-time duty release will follow the contract language for the temporary duty leave process for the PEA President and additional officer as recited above.
 - b. The PEA President will submit the employee's name and SAP number to be full-time duty released within two workdays after this agreement is signed to the Associate Superintendent of Human Resources.
 - c. This full-time duty release will be exclusively for the 2024-2025 school year.

This Memorandum of Understanding will expire on June 30, 2025.

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 6/26/24

Date 7/23/24

- c: Brian Warren, Associate Superintendent, Human Resource Services
Dr. Curtis Williams, Director, Labor and Employee Relations
Laura McCabe, Coordinator, Labor Relations