

11.19.25 PEA PCPS Negotiations Para Article 5 referrals and onboarding

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.

5.5-1 Student Referrals: When an offense, persistent misbehavior, or the disruptive effect of misbehavior makes the continued presence of a student(s) in the classroom or other area intolerable, the student(s) may be referred by the teacher or any other member of staff that witnesses such misbehavior to the principal or his/her designee for appropriate disciplinary action. In such case, an account of the problem or incident will be submitted in writing by the teacher or staff member to the principal or his/her designee. The principal or his/her designee shall respond to the referral, in writing, as to the disposition of the case.

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.

11.19.25 PEA PCPS Negotiations Para Article 5 referrals and onboarding

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.

11.19.25 PEA PCPS Negotiations Para Article 5 referrals and onboarding

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.

11.19.25 PEA PCPS Negotiations Para Article 5 referrals and onboarding

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.

5.28 On-Boarding: Each employee covered under the PEA Collective Bargaining Agreements shall be required to visit the PEA Office (PEA Building located at 730 E. Davidson Street, Bartow, FL 33830) as part of their onboarding process, prior to being released for duty, in order to review their contracts and be apprised of their rights and general processes and procedures as an employee of the district.