

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

# **PARAEDUCATOR**

**COLLECTIVE**

**BARGAINING**

**AGREEMENT**

**2013-2016**

**Amended May 23, 2016**



# TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE I. RECOGNITION .....	2
ARTICLE II. DEFINITIONS .....	2
2.1. NEGOTIATIONS .....	2
2.2 PROBATIONARY PARAEDUCATOR .....	2
2.3 PARAEDUCATORS .....	2
2.4 POLK EDUCATION ASSOCIATION (PEA) .....	2
2.5 BOARD .....	2
2.6 SENIORITY .....	2
2.7 EMERGENCY .....	2
2.8 REGULAR STRAIGHT TIME HOURLY RATE .....	2
2.9 OVERTIME .....	2
2.10 COMPENSATORY TIME .....	2
2.11 ADJUDICATED YOUTH PROGRAMS .....	3
2.12 CDAT .....	3
2.13 CREDENTIALLED CDA .....	3
2.14 FRID .....	Error! Bookmark not defined.
2.15 PARAEDUCATORS .....	3
2.16 STUDENT SPECIFIC PARAEDUCATOR .....	3
2.17 IMMEDIATE SUPERVISOR .....	3
2.18 OUTLIERS .....	3
ARTICLE III. NEGOTIATIONS PROCEDURE .....	4
3.1 ANNUAL NEGOTIATIONS .....	4
3.1-1 SALARIES FOR OUTLIERS .....	4
3.2 BEGINNING DATE .....	4
3.3 POWER AND AUTHORITY OF REPRESENTATIVES .....	4
3.4 MEDIATION/SPECIAL MASTER COSTS .....	4
3.5 REGULAR MEETINGS DURING TERM OF CONTRACT .....	4
3.6 AMENDING THIS CONTRACT .....	4
ARTICLE IV. BOARD'S RIGHTS .....	5
ARTICLE V. PARAEDUCATOR AND ASSOCIATION RIGHTS AND PRIVILEGES .....	5
ARTICLE VI. PAID LEAVES OF ABSENCE .....	8
6.1 SICK LEAVE .....	8
6.2 PERSONAL LEAVE CHARGEABLE TO SICK LEAVE .....	8
6.3 CIVIC DUTY LEAVE .....	8
6.4 NATIONAL GUARD AND RESERVE TRAINING LEAVE .....	8
6.5 ILLNESS IN LINE OF DUTY LEAVE .....	8
6.6 ASSOCIATION LEAVE DAYS .....	8
6.7 MILITARY LEAVE .....	9

6.8 ADMINISTRATIVE LEAVE .....	9
<b>ARTICLE VII. UNPAID LEAVES OF ABSENCE .....</b>	<b>9</b>
7.1 MEDICAL LEAVE .....	9
7.2 FAMILY MEDICAL LEAVE ACT (FMLA) .....	9
7.3 PARENTAL LEAVE .....	9
7.4 RETURN FROM MEDICAL/PARENTAL LEAVE .....	9
7.5 PUBLIC OFFICE LEAVE .....	10
7.6. EDUCATIONAL LEAVE .....	10
7.7 RETURN FROM LEAVE .....	10
7.8 FRINGE BENEFITS DURING LEAVE .....	10
7.9 DOMESTIC VIOLENCE LEAVE .....	10
<b>ARTICLE VIII. TERMS AND CONDITIONS OF EMPLOYMENT .....</b>	<b>11</b>
8.1 PROBATIONARY PERIOD .....	11
8.2 ASSIGNMENT .....	11
8.3 LENGTH OF WORKING YEAR .....	12
8.4 WORKING HOURS .....	13
8.5 PERSONNEL FILE .....	14
8.6 UNSAFE WORKING CONDITIONS .....	15
8.7 EVALUATION .....	15
8.8 PROGRESSIVE DISCIPLINE .....	15
8.9 ABANDONMENT OF POSITION .....	15
<b>ARTICLE IX. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS .....</b>	<b>16</b>
9.1 CHANGE IN LEVEL .....	16
9.2 TRAINING .....	17
9.3 EDUCATIONAL INCENTIVE FOR PARAEDUCATORS .....	17
9.4 DUTIES OF PARAEDUCATORS .....	19
9.5 PARAEDUCATOR EMPLOYMENT NOTICE .....	19
9.6 TRAINING INCENTIVE .....	19
9.7 ESEA REQUIREMENTS .....	19
9.8 HIGHLY QUALIFIED REQUIREMENTS .....	19
<b>ARTICLE X. TRANSFERS LAYOFF AND RECALL .....</b>	<b>20</b>
10.1 REQUEST FOR TRANSFER .....	20
10.2 VOLUNTARY TRANSFER WITHIN A PAY GRADE .....	21
10.3 INVOLUNTARY TRANSFERS .....	21
10.4 INVOLUNTARY TRANSFER .....	22
10.5 DISPLACEMENTS .....	22
10.6 LAYOFFS .....	22
10.13 RECALL .....	23

<b>ARTICLE XI. EVALUATION AND ASSISTANCE PROCEDURE .....</b>	<b>23</b>
<b>ARTICLE XII. TERMINAL PAY .....</b>	<b>24</b>
<b>ARTICLE XIII. SUMMER EMPLOYMENT .....</b>	<b>24</b>
<b>13.1 EMPLOYMENT OF PARAEDUCATOR IN SUMMER SCHOOL .....</b>	<b>24</b>
<b>13.3 PROCEDURE FOR SELECTION .....</b>	<b>25</b>
<b>13.4 RATE OF PAY .....</b>	<b>25</b>
<b>13.5 NOTICE OF HIRING .....</b>	<b>25</b>
<b>ARTICLE XIV. INSURANCE .....</b>	<b>25</b>
<b>ARTICLE XV. MISCELLANEOUS PROVISIONS .....</b>	<b>26</b>
<b>15.1 NON-DISCRIMINATION .....</b>	<b>26</b>
<b>15.2 NOTICE .....</b>	<b>26</b>
<b>15.3 FAILURE TO RATIFY .....</b>	<b>26</b>
<b>ARTICLE XVI. MAINTENANCE OF STANDARDS .....</b>	<b>26</b>
<b>ARTICLE XVII. NO STRIKE .....</b>	<b>27</b>
<b>ARTICLE XVIII. GRIEVANCE PROCEDURE .....</b>	<b>27</b>
<b>18.1 PURPOSES .....</b>	<b>27</b>
<b>18.2 DEFINITIONS .....</b>	<b>27</b>
<b>18.3 PROCEDURES .....</b>	<b>27</b>
<b>18.4 RESOLUTION PROCEDURE .....</b>	<b>28</b>
<b>INFORMAL PROCEDURE .....</b>	<b>28</b>
<b>STEP I .....</b>	<b>28</b>
<b>STEP II .....</b>	<b>29</b>
<b>STEP III .....</b>	<b>29</b>
<b>STEP IV .....</b>	<b>29</b>
<b>MISCELLANEOUS PROVISIONS .....</b>	<b>29</b>
<b>ARTICLE XIX. SALARIES .....</b>	<b>30</b>
<b>ARTICLE XX. TERM OF CONTRACT .....</b>	<b>34</b>
<b>APPENDIX A OFFICIAL GRIEVANCE FORM .....</b>	<b>35</b>
<b>APPENDIX B  NON-INSTRUCTIONAL TRANSFER REQUEST FORM PARAEDUCATOR .....</b>	<b>36</b>
<b>APPENDIX C PARAEDUCATOR PAY GRADES .....</b>	<b>37</b>
<b>APPENDIX D – PARAEDUCATOR SALARY SCHEDULE .....</b>	<b>39</b>
<b>APPENDIX E PARAEDUCATOR EMPLOYMENT NOTICE .....</b>	<b>41</b>
<b>APPENDIX F GROUND RULES .....</b>	<b>42</b>
<b>APPENDIX G - HEALTH INSURANCE PLAN BENEFITS SCHEDULE Error! Bookmark not defined.</b>	
<b>APPENDIX H - Occupational Therapy Assistants and Physical Therapist Assistants.</b>	<b>47</b>
<b>MEMORANDUMS OF UNDERSTANDING .....</b>	<b>48</b>

## **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 employed by the Board as defined in the appropriate "Certification of Representatives" promulgated by the Florida Public Employees Relations Commission and that pursuant to the provisions of Section 3.447.002, 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 C. Paraeducators will work a 186 day contract, 7 ½ hours per day and receive 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, 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 Child Development Associate Credential (National) or an approved Child Development equivalency with a minimum of 18 college hours in Early Childhood and must be assigned as the CDAT. CDAT's work a 196 day contract, 8 hours per day and receive 4 paid holidays.

**2.13 CREDENTIALLED CDA:** Paraeducators (not currently assigned as a CDAT) who have earned a Child Development Associate (CDA) National credential and are working in one of the following programs: PreK Early Intervention, PreK ESE, Florida First Start, Migrant PreK, and Even Start.

**2.14 FRID:** Florida Registry of Interpreters for the Deaf.

**EIE** – Educational Interpreter Evaluation.

**EIPA** – Educational Interpreter Performance Assessment.

**QA** – Quality Assurance.

**RID:** Registry of Interpreters for the Deaf.

**NAD-RID:** National Association of the Deaf - Registry of Interpreters for the Deaf.

**2.15 PARAEDUCATORS:** A Paraeducator who has successfully completed a probationary period of ninety (90) calendar days. The term Paraeducators shall include all Paraeducators as listed in Appendix C. Paraeducators will work a 186 day contract, 7 ½ hours per day and receive 4 paid holidays unless otherwise specified.

**2.16 STUDENT SPECIFIC PARAEDUCATOR:** Paraeducators are 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.

**2.17 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.

**2.18 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 F) 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.

- a. For the 2015-2016 year only, the parties agree as part of the salary settlement that each outlier will receive an increase equal to \$500. 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 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.

**3.7** The District and PEA will establish a Task Force to review the positions of Network Manager covered by both the Paraeducator and Teacher CBAs. The purpose of the Task Force is to review the practical requirements of these two positions and make recommendations to the District's and PEA's Bargaining Teams regarding the necessary training and skills needed to successfully meet the District's established purpose for these positions. The Task Force may consider a multi-tiered system where documented training such as Microsoft certifications are a factor in determining pay. The Task Force shall also consider equity of compensation, skills, training, and workload. It is anticipated that the Task Force shall begin meeting in June, 2015.

## **ARTICLE IV. BOARD'S RIGHTS**

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.

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.

## **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 the Board policies, state statutes, 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 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 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 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** The Board, through the Director of Employee Relations 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 furnish to the Association upon requests, agendas, minutes, and all supporting documents of Board meetings.

**5.17** The Superintendent agrees to furnish to the Association all district memos sent to employees and memos concerning employee's conditions of work and/or

employment.

**5.18** Upon appropriate written authorization from the employee and as long as the Association is the recognized bargaining agent, the Board shall deduct Association membership dues from the employee's salary. Such authorization may be revoked by the employee with a thirty (30) day written notice to the Association and the Board. The Association agrees to provide the Board with a list of additions and deletions. The Board agrees to promptly disburse such dues collected at the end of each pay period.

**5.19** The superintendent, when requested, shall provide the Association the following applicable information about employees employed subsequent to October 15 name, school, subject area or grade level, certification, ethnic group, salary step or public record wage information, and home address.

**5.20** The superintendent shall provide the Association with all reports stating racial, ethnic, and gender ratios of all staff members and student population in the district.

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

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

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

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

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

## 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 an illness, or because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of his/her own household, shall be entitled to use 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.

**6.2 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:** Any employee who is a member of a national military reserve unit or the National Guard shall be allowed up to seventeen (17) days without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit during the regular school term.

**6.5 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.

**6.6 ASSOCIATION LEAVE DAYS:** The School Board will provide twenty (20)

days to be used as Association Leave Days. The Polk Education Association agrees to reimburse the District for the cost of substitutes.

**6.7 MILITARY LEAVE:** Military leave will be granted under the provisions of Florida Statutes 1012.66 to employees who are required to serve in the armed forces of the United States or this state. Employees on military leave shall be paid the difference between their School Board salary and their military salary if their military salary is less; however, vacation and sick leave time will not accrue for unpaid or partially paid military leave time. At the termination of service, employees must make application for reemployment within six (6) months following the date of discharge or release from active duty. The Board shall have a period not to exceed ninety (90) days to reassign the employee to duty in the school system. Such employee shall be offered his/her former position or offered a substantially similar position for which he/she is fully qualified.

**6.8 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.

**6.8-1** If an administrative leave extends beyond ten (10) workdays, the employee and the Association will be notified by the Director of Employee Relations, or his designee, the reasons for the extension.

**6.8-2** The employee placed on administrative leave will continue to receive full pay. All rules for active employees will continue to apply.

## **ARTICLE VII. UNPAID LEAVES OF ABSENCE**

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

**7.2 FAMILY MEDICAL LEAVE ACT (FMLA):** Employees who have been employed for at least 1,250 hours over the previous twelve (12) months may apply for a leave of absence under the Family and Medical Leave Act and the provisions of Polk County School Board's Family and Medical Leave Procedures for up to twelve (12) weeks during a school year for eligible reasons. Employees granted this leave who are eligible and receive insurance under Article XIV shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave. The employee will have the option to use available paid leave days (sick, personal chargeable to sick, and/or vacation) concurrently with FMLA leave. The School Board shall require medical certification from employees returning from medical leave and they will be restored to the same position held prior to the start of the leave.

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

**7.4 RETURN FROM MEDICAL/PARENTAL LEAVE:** Employees returning from Medical Leave or Parental Leave within one year shall have the right to return to the

same, or if that position has been eliminated, substantially equivalent position provided that they have been recommended or would have been recommended by their principal for reemployment.

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

**7.6. EDUCATIONAL LEAVE:** An employee upon application may be granted a leave of absence without pay for up to one (1) year to continue their college education. Upon returning to work with the Polk County School Board from such leave, the employee shall return to the same position or an equivalent position.

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

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

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

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

**7.9-1 The purposes of Domestic Violence Leave include:**

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

e. To seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

**7.9-2 Procedures and Definitions:**

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

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

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

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

d. The Superintendent's Office must keep information relating to the employee's leave under this section confidential and exempt from disclosure pursuant to Chapter 119, FS.

**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.

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.

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.

PreK Migrant CDAT's and PreK Early Intervention CDAT's and their respective paraeducators subject to the one to ten ratio in Florida Statute shall not be reassigned to duties, except in emergencies, when such duties would compromise the mandated one to ten teacher/student ratio.

**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 C) 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 \$20.00 per day. If the position is filled for a half day (3.25 hours) the paraeducator will receive a \$10.00 supplement. 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.

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

#### **8.4 WORKING HOURS:**

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

**8.4-2.** Full day paraeducators shall have a paid duty free lunch period of not less than twenty (20) minutes of each school day, scheduled around the regular school lunch hours. On non-student days there shall be a one (1) hour lunch break. When a scheduled lunch period is unfeasible, the principal/director must consult with the Director of 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 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.** 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  $\frac{3}{4}$  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  $\frac{3}{4}$  hour day, the principal shall have the authority to grant the request allowing the paraeducator to continue the traditional 7  $\frac{1}{2}$  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 Florida Statute 1012.31. Each paraeducator shall receive a copy of all evaluative, reprimanding, disciplinary, complimentary, and derogatory reports to be placed in his/her personnel files at the school/department or District office. The paraeducator and/or the Association, upon written authorization from the paraeducator, may review and reproduce the contents, at his/her expense, of any of same. The review shall be made in the presence of the principal/administrator, or his/her designee, responsible for the safekeeping of such file. The paraeducator may challenge, through the established grievance procedure, the maintenance of any document therein.

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

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

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

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

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

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

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

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

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

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

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

#### **8.8 PROGRESSIVE DISCIPLINE:**

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

1. Verbal warning.
2. Written letter following 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 Employee Relations, Senior Director, and Polk Education Association. "Letters of Concern" are not a form of discipline.

#### **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 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:

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. If a decrease in salary to a lower pay grade is necessary due to a change in credentialed level, as per Article 10.4, the current salary will be retained for the remainder of the current school year, and appropriate reduction shall take effect at the beginning of the next school year.

Employees hired before December 1, 2009 as non-certified, or non-credentialed full time interpreters and assigned to PAY GRADE SL01, will have until December 1, 2011 in order to pass the Florida Registry of Interpreters for the Deaf (FRID) Quality Assurance (QA) Screening, or the FRID Educational Interpreter Evaluation (EIE), or the Educational Interpreter Performance Assessment (EIPA), or the National Association of the Deaf-Registry of Interpreters for the Deaf (NAD-RID) National Interpreter Certification (NIC) test, and forward the results to the Human Resource Services Division Certification Department. Should a non-credentialed interpreter fail to obtain credentialed status on any of the aforementioned organizations' tests before December 1, 2011, they will be reassigned to a paraeducator position for which they are appropriately qualified.

All non-certified, or non-credentialed full time interpreters hired on or after December 1, 2009 will be ineligible for PAY GRADE SL01. Employees hired on or after December 1, 2009 as non-certified, or non-credentialed full time interpreters will be assigned to PAY GRADE SL00 for a period of two years from date of hire. During the two-year period from date of hire, the interpreter must pass the FRID QA Screening, or FRID EIE, or the EIPA, or the NAD-RID NIC test, and forward the results to the Human Resource Services Division Certification 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 reassigned 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.

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

**9.1-1** Employees assigned as a credentialed, full time Child Development Associate Teacher must maintain a valid CDA credential. During the validity period the CDA must complete the requirements for renewal as outlined by the Council for Early Childhood Professional Recognition. 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 they are qualified.

Employees assigned as a CDAT by holding a AA/AS Degree in Early Childhood, Child Care, or Child Development or an approved CDA equivalency must complete 3 college hours or 4.5 CEU's in early childhood (or related field) within a three year period initially and every five years thereafter.

## **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.

## **9.3 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:

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.

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.

Receipts must be submitted with proof of successful course completion.

**9.3-1** Interpreters may upgrade their job skills by taking courses directly related to interpreting at a college, university, or vocational center. Interpreters shall be reimbursed the cost of tuition at the 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 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,
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,
7. provide proof of successful course completion.
8. course-work 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. obtain written approval by the Director of Employee Relations prior to the start of classes,
3. 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,
4. provide to the Professional Development Department the approved letter from the institution stating their degree program,
5. attend an institution with a State approved teacher education program in their major,
6. receive a grade of "C" or better in coursework or satisfactory completion for non-graded coursework,
7. provide receipts for reimbursement,
8. provide proof of successful course completion.
9. course work that must be repeated to raise the grade or GPA will not be reimbursed a second time.
10. 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 Project, 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 E) 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 Florida Statute 1012.98 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:**

As of July 1, 2009, all 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/before July 1, 2009 on all four parts of the College Level Academic Skills Test (CLAST)
4. Passing scores earned July 1, 2002 and after on The Florida Teacher Certification Examination General Knowledge Test

**9.8.2** All District paraeducators hired prior to July 1, 2009 and not previously required to meet highly qualified requirements, will be notified and given until August 1, 2010 to document having met highly qualified requirements in order to be assigned in the future at either a newly identified Title I School and/or a school in need of improvement as identified on the Differentiated Accountability Matrix.

The District will provide test preparation classes at no charge to the paraeducators described above during the school year 2009-10 and will reimburse them for a passing score on the Assessment up until August 1, 2010.

**9.8-3** 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.

**9.8-4** Beginning August 1, 2010, 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 day until after the 20<sup>th</sup> contract day. 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 TERM:** Paraeducators may request to be transferred when there are vacancies for which the paraeducator is qualified. 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 contract days after being contacted by the receiving principal.

**10.1-2 REQUESTS FOR TRANSFER BETWEEN SCHOOL TERMS:** Requests for transfer from one worksite to another shall be made on a form (Appendix B) located in the Paraeducator collective bargaining agreement or provided by the school. The transfer request will be given to the building principal/supervisor who will forward it to Human Resource Services. The Human Resource Services office shall prepare and keep a list of all employees seeking transfers. This list shall be available to the Association and to all principals for their review and consideration. A transfer will not be considered unless the employee is qualified for the vacancy. The transfer list will be arranged in order of seniority in the District. The list will be shared between Area Offices/Divisions to facilitate transfer from one area to another.

**10.2 VOLUNTARY TRANSFER WITHIN A PAY GRADE** will not receive a pay adjustment. Voluntary transfer to a higher pay grade effective on date of transfer. Voluntary transfers to a lower pay grade effective date of transfer.

**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 Employee Relations, then to the Superintendent or his/her designee.

**10.3-1** 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 IEP, the ESE Student Specific Paraeducator is displaced and will be reassigned, with the first priority being a vacant position within the pay grade and mileage policies.

In the 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.

**10.3-2** 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, if so requested by the employee. Such transfers shall not become effective until approved by the Board. 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. The District's

determination of non-practicability shall be subject to the grievance procedure set forth in the Collective Bargaining Agreement, School Board approval of the transfer notwithstanding.

**10.4 INVOLUNTARY TRANSFER** if to a higher pay grade, appropriate salary increase effective on date of transfer.

If to a lower pay grade retain salary the remainder of the current school year, receive 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.

**10.5 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 Employee Relations. Each displaced employee will receive a letter from their principal/supervisor that outlines the displacement procedure.

**10.6 LAYOFFS:**

In the event it becomes necessary to lay off employees, volunteers for lay-off will first be sought from among the affected positions. When a lay-off 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 lay-off 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 lay-off list will be offered the vacant positions according to the RECALL language.

**10.7** A meeting shall be held with the Association prior to any lay-off. The Board agrees to provide the Association with a list of names of the employees in the affected position and titles.

**10.8** 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.

**10.9** As soon as an employee is notified of his/her pending lay-off, he/she shall notify his/her supervisor and the Director of 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.

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

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

**10.12** New employees shall not be hired into positions for which there are qualified employees on lay-off.

### **10.13 RECALL:**

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.

**10.14** 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.

**10.15** When employees on lay-off 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.

**10.16** Within five (5) days 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.

**10.17** 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.

**10.18** 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.

**10.19** 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.

**10.20 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 lay-off shall be considered terminated. An employee who has been laid off shall retain previously earned seniority toward salary advancement.

**10.21** 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 Job Improvement Plan in the Non-Instructional 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 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 in Polk County. Calculations shall be made as follows:

(a) During the second and third year 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 and after ten years of service with the Board, the daily rate of pay by 50% times the number of days of accumulated sick leave;

Exception: Payment for sick leave earned prior to July 1, 1985, and after thirteen years of service in Polk County, 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 Florida Statute 1012.61 with the employee being responsible to provide any required documentation prior to the first scheduled work day of the new school year. Terminal pay will be processed immediately if such notification is not received by the first scheduled work day of the new school year.

## **ARTICLE XIII. SUMMER EMPLOYMENT**

### **13.1 EMPLOYMENT OF PARAEDUCATOR IN SUMMER SCHOOL:**

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

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

1. School and job title during the regular school year;
2. Types of work previously performed;
3. Previous years of summer school employment;
4. An employee may list schools in order of preference on his/her application.

**13.3 PROCEDURE FOR SELECTION:**

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

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

**13.4 RATE OF PAY:**

Paraeducator Summer School Salary shall be set at \$8.00 per hour. Adjudicated Youth Assistants shall be paid at the rate of \$10.45 per hour. Interpreter/Tutor for the Hearing Impaired and LPN's shall be paid at their regular hourly rate of pay during summer school.

**13.4-1** Interpreter/Tutor for the Hearing Impaired, LPN's, and Paraeducators hired for the Exceptional Student Education Summer Extended School Year (ESY) Program shall be paid at their regular hourly rate during summer school.

**13.5 NOTICE OF HIRING:**

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

**ARTICLE XIV. INSURANCE**

**14.1** The Board agrees to pay group term life (\$20,000) and Accidental Death & Dismemberment insurance premiums for all benefits eligible employees who work a minimum of 30 hours per week. Employees hired prior to October 1, 2013 with continuous employment would be grandfathered so that they remain benefits eligible, even if working less than 30 hours per week. The School Board will provide one health insurance with applicable premiums as described in Appendix H of this document. Premiums for spousal and dependent coverage shall be offered as specified in Appendix H with all premiums to be paid by the employee. An employee hired after September 30, 2013 must work a minimum of 30 hours per week to receive this benefit.

**14.2** All Board employees are eligible to participate in the Polk County School Board Employee Health Clinic as of their date of hire.

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

**14.4** 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.

**14.5** 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 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.

**14.6** The effective date of health plan insurance for newly hired employees shall be the first day of the month in which the 90<sup>th</sup> day of employment occurs

## **ARTICLE XV. MISCELLANEOUS PROVISIONS**

### **15.1 NON-DISCRIMINATION:**

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or association activities.

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

### **15.3 FAILURE TO RATIFY:**

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

## **ARTICLE XVI. MAINTENANCE OF STANDARDS**

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

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

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

## **ARTICLE XVII. NO STRIKE**

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

## **ARTICLE XVIII. GRIEVANCE PROCEDURE:**

### **18.1 PURPOSES:**

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

### **18.2 DEFINITIONS:**

A. A grievance is defined as (1) claim by a grievant that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of this agreement; (2) a claim by a grievant that there has been a misapplication of a Board policy, rule, or regulation not covered by this agreement. A grievance concerning Board policy, rule, or regulation may only be carried through Steps I, II, and III.

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) work days, 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 dispositions 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 dispositions 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) work days 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) work days 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) work days, submit to the area superintendent a completed copy of the grievance form (Appendix A).

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

#### **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) work days 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) work days 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) work days after the informal discussion, submit to the area superintendent/assistant superintendent a completed copy of the grievance form (Appendix A). 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) work days 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 disposition of the grievance in writing at the appropriate place on the grievance form within five (5) work days after such meeting, and send copies thereof to the grievant and the Association.

**STEP II:** If the grievant is not satisfied with the disposition 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) work days after receipt of the decision at Step I. The Superintendent shall arrange and meet with the grievant and/or Association within six (6) work days after the receipt of the grievance in an effort to resolve the problem. At least one (1) work day prior to the meeting each party shall give to the other a list of prospective participants. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) work days 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 disposition of the grievance made by the Superintendent, or if no disposition has been made within five (5) work days of such meeting, then within ten (10) work days thereafter, the grievance shall be transmitted to the Board by filing a copy with the Chairman of the Board. The Board shall, within fifteen (15) work days, meet publicly for the purpose of listening to any oral arguments presented by the grievant and/or Association and the Superintendent. The grievant/Association and the Superintendent shall simultaneously exchange briefs outlining their positions and related documents without oral testimony. The disposition by the Board shall be made and announced within three (3) work days of the public hearing. A copy of such disposition 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 disposition 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) work days after the Association has received a written disposition from the Board. The arbitrator shall be selected from the American Arbitration Association in accord with its rules, which likewise govern the arbitration proceedings.

**MISCELLANEOUS 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.
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) work days after receipt of the grievance by the Association.

## **ARTICLE XIX. SALARIES**

**19.1** Salaries for paraeducators shall be shown in Appendix D. The effective date of the salary schedule shall be the first working day of the contractual work year for each employee. Payments will be made on the last duty day of each month during the school term and the last weekday of June and July.

**19.2** All paraeducators will be paid for 186 days unless otherwise specified in the Glossary of Terms or in Appendix C 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 twelve (12) equal payments over twelve months. Said payment shall begin in August and be made on the last workday of each

month during the school term (excluding June) and on the last weekday of each month during June, and July.

**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.

**19.3** 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** Employees may receive up to one (1) year credit on the appropriate salary schedule for each two 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 Certified Interpreters for the Hearing Impaired may receive experience credit only for prior employment in their field.

**19.6** CDAT'S: Comparable experience will be credited, year for year, as a pre-kindergarten teacher in a licensed program with at least three employees, or as a preschool teacher or paraeducator in a public school classroom.

**19.7** Experience credit for previous work in Polk County Public Schools as a paraeducator will be given year for year experience on Appendix D, Paraeducator Salary Schedule. A year of experience is defined as one day over one-half of the number of days assigned in Appendix C for a paraeducator's assigned job title.

**19.7-1** 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** Experience credit for work as a secretary, in Polk County Public Schools will be given year for year on Appendix D, Paraeducator Salary Schedule.

**19.9** 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** 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.

**19.10-1** Interpreters who work after normal working hours interpreting are paid at their regular hourly rate with a two-hour minimum.

**19.11** Licensed Practical Nurses (LPN's) and Interpreters for the Hearing Impaired who need workshops or in-service training hours for maintenance of license or to re-certify 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 Employee Relations for approval and reimbursement.

**19.12** 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 within ninety (90) days of hire date. In extenuating circumstances, the Assistant Superintendent for Human Resource Services may extend this deadline.

**19.13 College Hours:**

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

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

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

**19.14 Overpayments**

Employees who were overpaid for any reason other than those specified in Section 19.15 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 over paid 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 from 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.

**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 a 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 Step Increases: It is the philosophy of the parties to grant raise and step increases as is done under the Teacher Collective Bargaining agreement.

**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 anytime 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 Florida Statutes 447.4095, the parties agree to follow the process as outlined in the statute.

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

**19.22** To comply with Florida's Differentiated Accountability Plan, the School Board and the Association agree to adopt an Experimental Program for Oscar J. Pope Elementary School for the 2010-2013 school years upon approval of the Florida School Improvement Grant (SIG). Should the grant funding not cover the following provisions, the program will not be implemented unless the parties agree to a new funding source.

**19.22-1** In any year the school grade, as determined annually by DOE, increases at least one letter grade or is a B or better, \$500 will be awarded to each member of the school staff and will be paid no later than the second month following DOE's release of the school grades. The Program will not reduce any employee right under the contract.

**19.22-2** Should the FDOE grant an extension of the time allotted for the SIG monies to be disbursed until such time as Oscar J. Pope Elementary's school grade for the 2012-2013 year is released, and if the school meets the Annual Measurable Objectives (AMO) in the "All Students" category in both reading and math, each member of the instructional staff (teachers and paraeducators) will receive \$1,000 which will be paid no later than the second month following the release of the data.

**19.22-3** Paraeducators will work an 8-hour day with the additional time paid at the paraeducator's daily rate of pay.

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

## **ARTICLE XX. TERM OF CONTRACT:**

The terms and conditions of this contract shall become effective as of July 1, 2015.

This Collective Bargaining Agreement shall remain in full force and through June 30, 2016 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 \_\_\_\_\_  
President

By \_\_\_\_\_  
School Board Chairman

By \_\_\_\_\_  
Superintendent

By \_\_\_\_\_  
Chief Negotiator

Date Rec/vd/Association \_\_\_\_\_

No: \_\_\_\_\_

Date Filed/Association \_\_\_\_\_

Step: \_\_\_\_\_

Rec'vd By: \_\_\_\_\_

Filed By: \_\_\_\_\_

**APPENDIX A  
OFFICIAL GRIEVANCE FORM**

Name \_\_\_\_\_ School \_\_\_\_\_

Address \_\_\_\_\_ Assignment \_\_\_\_\_

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 \_\_\_\_\_

Date Received \_\_\_\_\_ By \_\_\_\_\_

Date Received \_\_\_\_\_ By \_\_\_\_\_

Copies to: Grievant–Association – Supervisor



**APPENDIX B**  
**NON-INSTRUCTIONAL TRANSFER REQUEST FORM**  
**PARAEDUCATOR**  
Polk County Public Schools

**Name:** Click here to enter text.    **SAP #:** Click here to enter text.  
Click here to enter text.

**Date:**

**Present Position:** Click here to enter text.

**Location:** Click here to enter text.

**I request the following transfer:** Click here to enter text.

**Reason for request:** Click here to enter text.

**I understand that if a transfer is possible I will be given every consideration.**

\_\_\_\_\_ **Signature**

Distribution:  
1 copy to Assistant Superintendent  
1 copy to employee

**Disposition of Request**

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Principal \_\_\_\_\_

Date: \_\_\_\_\_ Assistant Superintendent  
\_\_\_\_\_

This form will be kept on file for one year.

**APPENDIX C – PARAEducATOR PAY GRADES**

<b>Pay Grade</b>	<b>Prior Pay Grade</b>	<b>Days/Year</b>	<b>Hours/Day</b>	<b>Hrs/Year</b>	<b>Job Titles</b>
PA01	A	186	7.5	1395	Basic, ESOL, Title I, Title I Parent Involvement
PA02	B	186	7.5	1395	Computer Lab Manager, Culinary Para, ESE Basic (non self-contained), ESE Cluster, Health Clinic, Media I (with teacher), Physical Education
PA03	C,G	186	7.5	1395	Credentialed Child Development Associate (CDA), ESE Pre-K, ESE Self-contained, Pre-K Basic, Media II (without teacher), SPELL, READ, PAT Para, ESE Student Specific
PA03-8		247	8	1976	Family Services Advocate - Head Start
<b>PA04</b>	D	186	7.5	1395	Specialized ESE Unit Paraeducator, Paraeducators assigned to four (4) ESE Learning Centers: Doris A. Sanders Learning Center, ESE Countywide, Jean O'Dell Learning Center, and Karen M. Siegel Academy, Vocational Trainers, Hearing Screener
PA05	E	186	7.5	1395	Cosmetologist, Massage Therapist
PA 05-8		247	8	1976	Media II (Books Bridge Mobile Library)
PA06	F	194	8	1552	Adjudicated Youth Assistant (AYA)
PA07-7.5		186	7.5	1395	Outreach Facilitator, Virtual Education Facilitator
PA07-8	L	196	8	1568	Child Development Associate Teacher
PA07-12		247	8	1976	Head Start Outreach Facilitator
PA08-10	E	186	7.5	1395	Network Manager (10-month)
PA08-11		216	7.5	1620	Network Manager (11-month)
PA09	K	186	7.5	1395	LPN
PA10		194	8	1552	Physical Therapist Assistant, Occupational Therapy Assistant
PA11		186	8	1488	21 <sup>st</sup> Century Grant (Position terminates when grant ends.)
SL00		186	7.5	1395	Educational Sign Language Interpreter – Entry Level
SL01		186	7.5	1395	Educational Sign Language Interpreter – Pre-Apprentice
SL02	H	186	7.5	1395	Educational Sign Language Interpreter – Apprentice
SL03	I	186	7.5	1395	Educational Sign Language Interpreter – Provisional
SL04	J	186	7.5	1395	Educational Sign Language Interpreter – Provisional Plus
SL05		186	7.5	1395	Educational Sign Language Interpreter – Proficient

**APPENDIX C  
PARAEDUCATOR PAY GRADES (cont.)**

\*Definitions provided for informational purposes only.

**Educational Sign Language Interpreter Levels:**

FRID – Florida Registry of Interpreters for the Deaf

QA – Quality Assurance (No longer valid after 2016)

EIE – Educational Interpreter Evaluation (No longer valid after 2016)

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 1, 2, or 3 FRID QA, or FRID EIE, or 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 1, 2 or 3 FRID QA, or FRID EIE, or 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 1, 2 or 3 FRID QA, or FRID EIE, or 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 1, 2, or 3 FRID QA, or FRID EIE, or 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) and National Certification (RID).

## APPENDIX D – PARAEDUCATOR SALARY SCHEDULE

In the 2015-2016 school year all eligible employees will advance to the correct years of experience in the salary schedule. This will be reflected on the salary schedule as a single step for salary purposes.

Years of Experience Prior to 2015-2016	PA01	PA02	PA03	PA03-8	PA04	PA05	PA05-8
0	\$12,434	\$12,774	\$13,127	\$17,707	\$13,490	\$13,859	\$18,694
1	\$12,807	\$13,159	\$13,521	\$18,239	\$13,893	\$14,275	\$19,256
2	\$13,191	\$13,554	\$13,927	\$18,786	\$14,311	\$14,703	\$19,833
3	\$13,587	\$13,961	\$14,344	\$19,349	\$14,739	\$15,144	\$20,428
4	\$13,995	\$14,379	\$14,775	\$19,930	\$15,182	\$15,598	\$21,040
5,6	\$14,415	\$14,810	\$15,218	\$20,529	\$15,637	\$16,066	\$21,671
7,8	\$14,846	\$15,255	\$15,675	\$21,145	\$16,105	\$16,548	\$22,322
9	\$15,292	\$15,713	\$16,146	\$21,779	\$16,588	\$17,045	\$22,991
10	\$15,751	\$16,184	\$16,630	\$22,431	\$17,086	\$17,556	\$23,681
11	\$16,223	\$16,670	\$17,129	\$23,103	\$17,599	\$18,082	\$24,390
12	\$16,711	\$17,171	\$17,642	\$23,797	\$18,126	\$18,624	\$25,121
13	\$17,211	\$17,685	\$18,171	\$24,511	\$18,671	\$19,184	\$25,877
14	\$17,728	\$18,215	\$18,716	\$25,245	\$19,231	\$19,760	\$26,654
15	\$18,260	\$18,762	\$19,277	\$26,002	\$19,807	\$20,353	\$27,454
16	\$18,808	\$19,324	\$19,855	\$26,782	\$20,402	\$20,963	\$28,276
17	\$19,371	\$19,903	\$20,451	\$27,586	\$21,015	\$21,591	\$29,123
18	\$19,952	\$20,501	\$21,065	\$28,413	\$21,645	\$22,240	\$29,999
19	\$20,551	\$21,117	\$21,697	\$29,267	\$22,294	\$22,907	\$30,898
20	\$21,167	\$21,750	\$22,347	\$30,144	\$22,962	\$23,594	\$31,824
21	\$21,803	\$22,403	\$23,017	\$31,048	\$23,651	\$24,302	\$32,780
22	\$22,456	\$23,074	\$23,709	\$31,980	\$24,361	\$25,031	\$33,764
23	\$23,130	\$23,766	\$24,420	\$32,939	\$25,092	\$25,781	\$34,775
24	\$23,824	\$24,479	\$25,152	\$33,927	\$25,845	\$26,555	\$35,819
25	\$25,841	\$26,522	\$27,222	\$36,349	\$27,943	\$28,681	\$38,686
26+	\$26,363	\$27,045	\$27,744	\$36,872	\$28,466	\$29,204	\$39,392

Years of Experience Prior to 2015-2016						Years of Experience Prior to 2015-2016			
	PA06	PA07-7.5	PA07-8	PA07-12	PA11		PA08-10	PA08-11	PA09
0	\$20,240	\$18,192	\$20,448	\$24,538	\$23,695	0	\$15,371	\$17,850	\$19,805
1	\$20,846	\$18,737	\$21,062	\$25,274	\$24,405	1	\$15,832	\$18,386	\$20,399
2	\$21,472	\$19,301	\$21,694	\$26,033	\$25,137	2	\$16,308	\$18,938	\$21,011
3	\$22,118	\$19,879	\$22,344	\$26,813	\$25,891	3	\$16,797	\$19,505	\$21,642
4	\$22,781	\$20,475	\$23,014	\$27,618	\$26,669	4	\$17,301	\$20,091	\$22,291
5,6	\$23,463	\$21,090	\$23,706	\$28,447	\$27,469	5,6	\$17,819	\$20,694	\$22,959
7,8	\$24,167	\$21,722	\$24,417	\$29,301	\$28,292	7,8	\$18,354	\$21,314	\$23,648
9	\$24,892	\$22,374	\$25,148	\$30,179	\$29,140	9	\$18,904	\$21,952	\$24,357
10	\$25,640	\$23,045	\$25,903	\$31,083	\$30,016	10	\$19,471	\$22,611	\$25,089
11	\$26,408	\$23,736	\$26,680	\$32,017	\$30,915	11	\$20,055	\$23,290	\$25,842
12	\$28,519	\$25,750	\$28,812	\$34,574	\$33,288	12	\$20,656	\$23,988	\$26,617
13+	\$29,041	\$26,272	\$29,334	\$35,096	\$33,846	13	\$21,276	\$24,707	\$27,416
						14	\$21,915	\$25,450	\$28,237
						15	\$22,573	\$26,213	\$29,084
						16	\$23,250	\$27,000	\$29,956
						17	\$23,948	\$27,809	\$30,855
						18	\$24,666	\$28,644	\$31,781
						19	\$26,716	\$30,854	\$34,118
						20+	\$27,238	\$31,376	\$34,640

Years of Experience Prior to 2015-2016		Years of Experience Prior to 2015-2016						
	PA10		SL00	SL01	SL02	SL03	SL04	SL05
0	\$31,722	0	\$14,232	\$16,509	\$19,149	\$22,214	\$25,767	\$29,890
1	\$32,674	1	\$14,658	\$17,003	\$19,724	\$22,880	\$26,540	\$30,787
2	\$33,654	2	\$15,098	\$17,513	\$20,315	\$23,566	\$27,337	\$31,710
3	\$34,664	3	\$15,551	\$18,038	\$20,924	\$24,273	\$28,156	\$32,661
4	\$35,703	4	\$16,017	\$18,579	\$21,553	\$25,002	\$29,003	\$33,641
5	\$36,774	5,6	\$16,499	\$19,137	\$22,200	\$25,752	\$29,872	\$34,651
6	\$37,878	7,8	\$16,993	\$19,712	\$22,866	\$26,523	\$30,768	\$35,690
7	\$39,014	9	\$17,504	\$20,304	\$23,552	\$27,319	\$31,691	\$36,761
8	\$40,185	10	\$18,029	\$20,912	\$24,258	\$28,140	\$32,642	\$37,863
9	\$41,390	11	\$18,569	\$21,539	\$24,985	\$28,983	\$33,621	\$39,001
10	\$42,632	12	\$20,375	\$23,464	\$27,048	\$31,207	\$36,032	\$41,626
11+	\$43,911	13+	\$20,898	\$23,987	\$27,571	\$31,730	\$36,554	\$42,149

All employees are to be paid in twelve (12) equal payments.

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



## **APPENDIX F 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 too 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 G - HEALTH INSURANCE PLAN BENEFITS SCHEDULE**

**EFFECTIVE JANUARY 1, 2016 - DECEMBER 31, 2016**

	<b>PCSB Health Plan</b>	
	<b>In-network/ YOU PAY</b>	<b>Out-of-network/YOU PAY</b>
<b>Calendar Year Deductible (CYD) - Individual/Family</b>	<b>\$750/\$1500</b>	<b>\$1500/\$3000</b>
<b>Calendar Year Max Out of Pocket - Individual/Family</b>	<b>\$5,000/\$9,000</b>	<b>Unlimited</b>
<b>Family Physician Office Visit (includes General Practice, Family Practice, Internal Medicine &amp; Pediatrics)</b>	<b>\$40 Copay</b>	<b>CYD + 40% Coinsurance</b>
<b>Specialist Physician Office Visit (includes all other physician specialties including mental health professionals)</b>	<b>\$40 Copay</b>	<b>CYD + 40% Coinsurance</b>
<b>Office Visit Co-Pays</b>	<b>Do not accumulate as part of the deductible (CYD), but they do accumulate as part of the Out-Of-Pocket maximum for the Calendar Year.</b>	
<b>Premium for Employee</b>	<b>\$0 - Monthly</b>	
<b>Premium for Spouse</b>	<b>\$423 - Monthly</b>	
<b>1 Child Premium</b>	<b>\$95 - Monthly</b>	
<b>2 Children Premium</b>	<b>\$190 - Monthly</b>	
<b>3+ Children Premium</b>	<b>\$215 - Monthly</b>	
<b>2 Employee Families</b>	<b>The CYD and the maximum out-of-pocket will be treated as a family.</b>	
<b>Hospital Services Inpatient or Outpatient</b>	<b>Option 1 - CYD +20% Coinsurance Option 2 - CYD + 25% Coinsurance</b>	<b>CYD + 40% Coinsurance</b>
<b>Emergency Room</b>	<b>CYD + 20% Coinsurance</b>	<b>CYD + 20% Coinsurance</b>
<b>Urgent Care</b>	<b>\$40 Copay</b>	<b>CYD + 40% Coinsurance</b>
<b>Outpatient Surgery Ambulatory Surgical Center Facility Services</b>	<b>CYD + 20% Coinsurance</b>	<b>CYD + 40% Coinsurance</b>
<b>Hospital Facility Services</b>	<b>Option 1 - CYD +20% Coinsurance Option 2 - CYD + 25% Coinsurance</b>	<b>CYD + 40% Coinsurance</b>



<b>Prenatal Office Visit Services (Inpatient Services are covered like any other hospital stay)</b>	<b>(Due at initial visit only) \$40</b>	<b>(Due at initial visit only) CYD + 40% Coinsurance</b>
<b>Outpatient Therapy (includes Cardiac, Occupational, Physical, Speech &amp; Massage Therapies and Chiropractic Visits)</b>	<b>Option 1 - CYD +20% Coinsurance Option 2 - CYD + 25% Coinsurance</b>	<b>CYD + 40% Coinsurance</b>
<b>Benefit Period Maximum</b>	<b>35 Visits (includes up to 26 Spinal Manipulations)</b>	<b>35 Visits (includes up to 26 Spinal Manipulations)</b>
<b>Independent Clinical Lab (outside the office visit setting)</b>	<b>CYD</b>	<b>CYD + 40% Coinsurance</b>
<b>Independent Diagnostic Testing Facility (IDTF) (includes physician services) Advanced Imaging (MRI, MRA, PET, CT, Nuclear medicine)</b>	<b>CYD + 20% Coinsurance</b>	<b>CYD + 40% Coinsurance</b>
<b>Routine Preventive Health &amp; Screening Services (includes well-woman exam) Family Physician/PCP or Specialist</b>	<b>No Maximum \$0 (NO DEDUCTIBLE)</b>	<b>No Maximum 40% Coinsurance (NO DEDUCTIBLE)</b>
<b>Preventative or Diagnostic Mammogram</b>	<b>\$0</b>	<b>\$0</b>
<b>Mental Health &amp; Substance Abuse Inpatient/Outpatient</b>	<b>CYD + 20% Coinsurance</b>	<b>CYD + 40% Coinsurance</b>
<b>Provider Services at Hospital and ER</b>	<b>CYD + 20% Coinsurance</b>	<b>CYD + 20% Coinsurance</b>
<b>Skilled Nursing Facility</b>	<b>CYD + 20% Coinsurance Limited to 60 days per Benefit Period</b>	<b>CYD + 40% Coinsurance Limited to 60 days per Benefit Period</b>
<b>Weight Management Pilot Program*</b>	<b>CYD + 20% Coinsurance (Limited Participation)*</b>	<b>Not Covered</b>
<b>Florida Blue Clinic Winter Haven</b>	<b>\$20 Copay each visit (Effective when a second clinic is operational or January 1, 2015, whichever is later.)</b>	
<b>Definitions</b>		
<b>CYD</b>	<b>Calendar Year Deductible</b>	
<b>Co-Insurance</b>	<b>The percentage the insured will pay for an allowed charge for a service provided by a healthcare provider after satisfying any copayment or deductible.</b>	

**A complete description of benefits and exclusions is contained in the Summary Plan Description. The benefits and exclusions in the Summary Plan Description document may only be changed through mutual agreement of the Board and the Association.**

**\*Details can be found in the Annual Employee Benefits Guide**

**Plan Enhancements**

- **Provide Work-site Based Health Services through at least two (2) Mobile Clinics.**
- **Open a second PCSB Employee Health Clinic in Lakeland.**
- **Continue PCSB Weight Management Pilot Program, expanding surgical option participation by 40 additional employees for a total cohort of 60 by December 31, 2016.**
- **All employees who access a PCSB mobile clinic, stationary clinic, or wellness program shall complete an annual Health Risk Assessment.**

## **APPENDIX H – 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 work day 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.

**Memorandums of Understanding**

**MEMORANDUM OF UNDERSTANDING**

Time and Attendance Records  
RECITALS

Whereas, the District and PEA agree that recording time and attendance accurately for hourly employees is of utmost importance in order to properly document pay records, and;

Whereas, both the District and PEA have a desire to review current District practices to determine whether this record keeping can be improved;

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

The District and PEA agree to continue reviewing these practices as a priority issue.

The District and PEA agree that the review of the process will include an examination of methods to ensure accuracy in the recording of arrival time, departure time, and attendance.

The District and PEA will implement mutually agreed upon processes identified to ensure the accuracy of hourly employee time and attendance reporting.

**MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Polk Education Association, Inc. (PEA) is the certified bargaining agent with the School Board of Polk County, Florida (Board) for all employees in the Polk County Public Schools affected by the Paraeducator, ESP, and Teacher collective bargaining agreements (CBAs); and,

WHEREAS, Section 1012.61, Florida Statutes now allow school employees to voluntarily donate their personal accrued sick leave days to other employees who are ill and have used all of their own days; and,

WHEREAS, PEA and the District have an interest in allowing District employees to voluntarily donate their personal accrued sick leave days in certain circumstances but have not put any such procedures, policies, or contract provisions in place to allow such a donation;

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

1. The Board will review its current policies to determine what provisions need to be in place to allow such transfers and what procedures need to be adopted.
2. Simultaneously, a Task Force will be established to develop 2015 with a goal to make recommendations the safeguards and procedures to allow such transfers within the capabilities of the District's current systems. The identified safeguards and procedures will be provided to both the PEA's and the District's Bargaining Teams.
3. It is anticipated that the Task Force shall begin meeting in June to the PEA's and the District's Bargaining Teams by September 1, 2015.

**MEMORANDUM OF UNDERSTANDING  
2015-2016 EVALUATIONS FOR OT, PT, OTA, & PTA**

WHEREAS, the Polk Education Association, Inc. (PEA) is the certified bargaining agent for Polk County Schools; and,

WHEREAS, the School Board of Polk County, Florida (Board) is the employer and the party to the collective bargaining agreement (CBA) with the Polk Education Association, Inc.; and,

WHEREAS, the District and the PEA jointly agreed to recognize Physical Therapists (PTs), Occupational Therapists (OTs), Physical Therapy Assistants (PTAs), and Occupational Therapy Assistants (OTAs) into the Teacher and Paraeducator bargaining unit respectively; and

WHEREAS, The Public Employee Relations Commission gave approval to these actions on April 23, 2014 and March 13, 2014 respectively; and

WHEREAS, it was previously agreed that OTs, PTs, OTAs, and PTAs will be evaluated using the forms and processes approved by the FLDOE in April 2014, and, they would remain in place until a new evaluation system is jointly developed with PEA; and,

WHEREAS, a new evaluation system has not yet been jointly developed;

**NOW, THEREFORE, PEA and the District agree** OTs, PTs, OTAs, and PTAs will continue to be evaluated using the forms and processes approved by the FLDOE in April 2014 for the 2015-2016 school year.

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

**POLK EDUCATION ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTION CARD**

I authorize my employer, The Polk County School Board of Polk County Florida, to deduct the amount indicated and remit same as instructed by the Association. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization. This authorization may be revoked with a thirty (30) day written notice to the Polk Education Association.

PLEASE PRINT

Name: \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
(last) (first) (mi)  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home ph.:\_(\_\_\_\_) \_\_\_\_\_ Home e-mail address: \_\_\_\_\_  
Worksite: \_\_\_\_\_ Para \_\_\_\_ Teacher \_\_\_\_\_ Secretary/ESP \_\_\_\_\_  
Monthly Deduction Amount: \_\_\_\_\_ \$53.67 Teacher \_\_\_\_\_ \$27.24 Secretary/ESP  
Method of Payment: \_\_\_\_\_ Payroll Deduction \_\_\_\_\_ Cash \_\_\_\_\_ D.O.B.: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Local Association Representative: \_\_\_\_\_  
AFT Local Number: 7454 NEA Local Number: Teachers (530), Paras (531), Secretaries (532)

**Mail by courier to: PEA, Route E**

**POLK EDUCATION ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTION CARD**

I authorize my employer, The Polk County School Board of Polk County Florida, to deduct the amount indicated and remit same as instructed by the Association. I understand that the deduction amount may change and consent to such change without the necessity of additional authorization. This authorization may be revoked with a thirty (30) day written notice to the Polk Education Association.

PLEASE PRINT

Name: \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
(last) (first) (mi)  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home ph.:\_(\_\_\_\_) \_\_\_\_\_ Home e-mail address: \_\_\_\_\_  
Worksite: \_\_\_\_\_ Para \_\_\_\_ Teacher \_\_\_\_\_ Secretary/ESP \_\_\_\_\_  
Monthly Deduction Amount: \_\_\_\_\_ \$53.67 Teacher \_\_\_\_\_ \$27.24 Secretary/ESP  
Method of Payment: \_\_\_\_\_ Payroll Deduction \_\_\_\_\_ Cash \_\_\_\_\_ D.O.B.: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Local Association Representative: \_\_\_\_\_  
AFT Local Number: 7454 NEA Local Number: Teachers (530), Paras (531), Secretaries (532)

**Mail by courier to: PEA, Route E**