

PARAEDUCATOR

COLLECTIVE

BARGAINING

AGREEMENT

2001-2004

Amended May 23, 2005

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PREAMBLE

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

WITNESSETH:

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

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

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

ARTICLE I. RECOGNITION

The School Board of Polk County, Florida (hereinafter referred to as the Board) recognizes the Polk Education Association, Inc. (hereinafter referred to as the Association), affiliate of FEA, NEA, and AFT as the exclusive bargaining agent for all Paraeducators 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 Assistants assigned to Bartow Youth Training Center (Polk Achievement Center), Bill Duncan Opportunity Center, Boot Camp, New Horizons, Live Oak Academy & Don E. Woods Center. Adjudicated Youth Paraeducators work a 194 day contract, 8 hours per day and receive 4 paid holidays.

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 F.R.I.D.: Florida 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 who serve a single student in various school settings in the county. If the student transfers to another worksite, the Paraeducator will follow the student. If the student transfers out of the county, Article X, Transfer, Layoff and Recall procedures will be followed.

ARTICLE III. NEGOTIATIONS PROCEDURE

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3.1 Annual Negotiations: Negotiations will be conducted each year under the ground rules as mutually agreed upon prior to negotiations. Ground Rules (see Appendix G) 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.

3.2 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.

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 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.

5.7 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.

5.8 The Association may use employee mailboxes to distribute information to employees in the unit at the worksite.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 The Board agrees to furnish to the Association upon requests, agendas, minutes, and all supporting documents of Board meetings.

5.15 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.

5.16 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.

5.17 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.

5.18 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.

5.19 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.

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

5.21 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.

5.22 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.

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. The Superintendent may require a certificate of illness from a licensed physician.

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 non-cumulative. 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 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 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 re-employment 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 re-instatement 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: Employees who have been employed for at least twelve (12) consecutive 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. Use of sick leave is not required to be eligible for this 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.

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 of employment by May 1 of each year. 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 will 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/supervisor to whom he/she is assigned.

8.2-5. Paraeducators shall not be reassigned to temporary duties except in an emergency or with the approval of the principal/designee.

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. (Effective following final approval by the School Board 4/25/2000.)

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. 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 SEMS 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.

8.3 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 unless otherwise specified in the appropriate appendices.

8.4-2. Full day paraeducators shall have duty free lunch period of not less than twenty (20) minutes of each school day, scheduled around the regular school lunch hours. 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.

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 break(s) 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 Interpreter/Tutors are unfeasible, they shall receive one-half (1/2) hour pay supplement upon prior approval by the Director of Exceptional Student Education.

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.

8.5. PERSONNEL FILE:

8.5-1. 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, area, 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 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 matter is discussed with the paraeducator. Before disciplinary action is taken, the paraeducator shall be made aware of the person who is making the accusation and that paraeducator, at the discretion of the principal, shall be given opportunity to confront the accuser. The paraeducator may respond in writing to such complaints and have the same placed in his/ her personal file.

8.5-3. At the written request of a paraeducator, any report in a paraeducator's personnel file (school, department, area, 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.

8.6. 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:

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.

The Non-Instructional Assessment handbook will be given to all non-instructional employees on or before August 15th of each year.

The immediate supervisor is the evaluator and may receive input for evaluation purposes by 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, Area Assistant Superintendent, and Polk Education Association.

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:

Interpreter/tutors who have met the requirements for a change in level shall be paid for the change the pay period following receipt of all required paperwork. A decrease in salary because of a change in F.R.I.D. level shall not take effect for one calendar year.

Employees assigned as non-certified, full time interpreter/tutors will be paid at (PAY GRADE H) for a period of one calendar year. During the calendar year, the interpreter/tutor will pass the Florida Registered Interpreter for the Deaf (F.R.I.D.) certification test and forward the results to the Personnel Office. At the end of the calendar year, a non-certified interpreter/tutor who fails to pass the F.R.I.D. certification test will be:

1. Re-assigned to another paraeducator position at the appropriate Pay Grade and receive their new salary effective on the date of the re-assignment, or
2. Retained as a non-certified interpreter/tutor and be placed as a new hire on (PAY GRADE C) as outlined in Appendix D.

Should a certified interpreter/tutor become available for a position held by a non-certified interpreter/tutor, the non-certified interpreter/tutor may be re-assigned to a vacant regular paraeducator position at their current salary for the remainder of the contract year.

Temporary Duty Leave and reimbursement for the administration of the F.R.I.D. test will be provided by the District with prior approval.

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.

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.

9.3. EDUCATIONAL INCENTIVE FOR PARAEDUCATORS:

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

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

9.3-1 Interpreters/tutors 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. are 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. If degree seeking, 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 HRD (Human Resource 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.

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 HRD (Human Resource Department) the approved letter form 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:

HRD (Human Resource Development) 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 Personnel Office by the HRD division.

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 Any new employee hired on or after November 1, 2003 with at least forty-eight (48) credit hours will have to either sign an agreement to obtain an additional 12 credit hours by January 8th, 2006 or pass the Para Pro Test.

1. Obtain an associate (or higher) degree: or
2. Completion of at least two years of study at an institution of higher education (60 credit hours with the exception of those grandfathered employees); or
3. Meet a rigorous standard of quality and demonstrate, through a formal state academic assessment: Para Pro Test

The employer shall reimburse all expenses incurred after January 8, 2002, for each employee required to meet the requirements of 20 USC 6319 (c), including all tuition and/or workshop costs (including tuition, fees, book costs, lab fees, etc.) for all classes and/or coursework taken by the employee per Article IX of the Collective Bargaining Agreement. The district will pay the registration fee for all employees required to take the Para Pro Test to meet the ESEA deadline. The District will provide a study guide for all paraeducators taking the test.

Paraeducators hired on or before January 8, 2002, and required by ESEA to meet the requirements of 20 USC 6319 (c), shall be provided professional development training by 2006, regarding of ESEA 2002 and the requirements of 20 USC 6319 (c). For those Paraeducators choosing to take Para Pro test will be provided assistance/training to help them successfully master the test.

A paraeducator who fails the Para Pro Test will be required to take a remediation class before the district will pay for any additional testing.

Paraeducator shall only be assigned duties per ESEA, 20 USC 6319g:

1. to provide one-on-one tutoring for eligible students, if the tutoring is scheduled at time when a student would not otherwise receive instructions from a teacher;
2. to assist with classroom management, such as organizing instructional and other materials;
3. to provide assistance in a computer laboratory;
4. to conduct parental involvement activities;
5. to provide support in a library or media center;
6. to act as a translator; or
7. to provide instructional service to students in accordance with limitations defined in the next section

LIMITATIONS – A paraeducator

- a) May not provide any instructional service to student unless the paraeducator is working under the direct supervision of a teacher;
- b) May assume limited duties that are assigned to similar personnel who are not working in a program supported with Title I funds including duties beyond classroom instruction or that 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.

An employee subject to the requirements of 20 USC 6319 (c) who is unable to meet the requirements by the deadline established by law, shall be transferred to another bargaining unit position of equal pay and hours as soon as such a vacancy occurs, provided he/she does not otherwise apply for and receive a vacancy and further provided that said transfer shall not supercede the vacancy transfer, layoff, or recall provisions of the agreement.

ARTICLE X – TRANSFERS LAYOFF AND RECALL

TRANSFERS:

10.1-1 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 20th 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 Human Resource Services. 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.

10.1-2 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.

10.1-3 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. Human Resource Services 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: 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 Assistant Superintendent, then to the Superintendent of Schools or his/her designee.

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. 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.

LAYOFFS:

10.6 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.

RECALL:

10.13 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:

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.

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 Assistant Superintendent in each area. 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;
- 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 hourly rate prorated to the number of hours worked 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 their Assistant Superintendent 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 Full time paraeducators shall receive the same basic insurance benefits as other full time employees. This applies to health insurance and life insurance coverage. Dental insurance will be available to employees and their dependents; employees shall pay the premium. Supplemental life insurance will be available to employees; employees shall pay the premium.

14.2 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.

14.3 The Board agrees to provide, at no cost to full-time employees, a health

insurance program through the Polk County Public Schools Employee Benefit Trust comparable to the current CCP (Coordinated Care Plan) health insurance program.

14.4 The effective date of health plan insurance for newly hired employees shall be approximately 90 days from the date of hire. For those employees beginning from the 1st through the 15th, insurance will begin on the first day of the month just prior to the completion of 90 days. For those employees starting on the 16th or after, insurance will begin on the first day of the month following 90 days of employment.

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 a 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. Salary will be in twelve (12) equal payments.

19.3 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, up to a maximum of twelve years. Licensed pre-kindergarten programs with at least three (3) full-time employees are considered accredited private schools.

19.4 Licensed Practical Nurses and Certified Interpreters/Tutors for the Hearing Impaired may receive up to twelve (12) years experience credit only for prior employment in their field.

19.5 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 for up to a maximum of 12 years.

19.6 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, up to a maximum of twelve (12) years.

19.7 Experience credit for work as a secretary, in Polk County Public Schools will be given year for year on Appendix D, Paraeducator Salary Schedule, up to a maximum of twelve (12) years.

19.8 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.

19.9 Paraeducators who complete the HRD authorized 30-hour in-service program within a two year period will have \$200.00 added to their annual base salary. HRD (Human Resource Development) 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 Personnel Office by the HRD division. Salary adjustment will be effective at the beginning of the next pay period following completion of the course.

19.10 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.

19.11 It shall be the responsibility of the employee to provide verification of experience to the Personnel Office within ninety (90) days of hire date.

19.12 College Hours:

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

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

Original transcripts and a letter of verification of the degree program must be submitted to the Non-Instructional Personnel Office. This provision covers each 30 hour increment completed after April 25, 2000.

19.13 In the event of a payroll error resulting in an underpayment, non-payment, or overpayment, the employee shall be notified upon discovery of the error.

19.14 When an overpayment has occurred according to 19.13, the employee will

meet with Human Resources to create a repayment schedule.

- 19.15** The schedule will show the total amount owed, the dollar amount to be repaid in installments with the end date for the last installment.
- 19.16** This schedule must be signed by the employee and copied to the employee, the union and the personnel file.
- 19.17** When an underpayment occurs, the employee must immediately report the suspected underpayment to the worksite payroll secretary who will begin processing the correction according to the payroll guidelines and the payroll calendar for off-cycle checks.

ARTICLE XX. TERM OF CONTRACT:

The terms and conditions of this contract shall become effective as of July 1, 2004.

This Collective Bargaining Agreement shall remain in full force and effect through June 30, 2007, 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 and it is expressly understood that it shall expire on June 30, 2007.

POLK EDUCATION ASSOCIATION, INC.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

Polk Education Association President

School Board Chair

PEA Chief Negotiator

Superintendent

Director, Employee Relations

Amended: _____

By _____
President

By _____
School Board Chair

By _____
Chief Negotiator

By _____
Superintendent

By _____
Director/Employee Relations

Amended: _____

By _____
President

By _____
School Board Chair

By _____
Chief Negotiator

By _____
Superintendent

By _____
Director/Employee Relations

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

PARAEDUCATOR TRANSFER REQUEST FORM

POLK COUNTY PUBLIC SCHOOLS

NAME _____ DATE _____

Present Position: _____

School: _____

I request the following transfer: _____

Reason for request: _____

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

Paraeducator's Signature

Distribution:

1 copy to Assistant Superintendent

1 copy to Paraeducator

DISPOSITION OF REQUEST

Date _____
Principal

Date _____
Assistant Superintendent

This form will be kept on file for one year.

Appendix C

Pay Grades - 2004-2005 School Year

Pay Grade	JOB TITLE
A (1- 4)	Basic Basic Clerical SIC-I (With Teacher) Hearing Screener ESOL Title I
B (5 – 6)	Computer Lab Manager ESE Basic (non self-contained) Media I (with teacher) ESE Cluster Health Clinic Media II (without teacher) Physical Education SIC-II (without teacher) Culinary Paras
C (7)	ESE Pre-K ESE Self-contained Learning Center Parent Educator Pre-K Basic Student Specific SPELL, PAT, READ Paras
D (9)	Vocational Trainers
E (10)	Network Manager Cosmetologist
F (10)	Adjudicated Youth CDAT
G (9)	Credentialed CDA
H (8)	Deaf Ed Interpreter I
I (9)	Deaf Ed Interpreter II
J (10)	Deaf Ed Interpreter III
K (10)	LPN
L (10)	CDAT

Appendix D -- Paraeducator Salary Schedule 2004-2005

Rows Pay Grades	1	2	3	4	5	6	7	8	9	10	11	12
A	11,578	12,620	13,663	14,705	15,747	16,789	17,831	18,873	19,915	20,957	21,999	23,041
B	11,711	12,771	13,830	14,890	15,950	17,010	18,070	19,129	20,189	21,249	22,309	23,369
C	12,183	13,280	13,884	15,014	16,145	17,276	18,407	19,537	20,668	21,799	22,929	24,060
D	12,656	13,788	14,919	16,051	17,183	18,315	19,447	20,578	21,710	22,305	22,898	23,493
E	13,771	14,812	15,853	16,894	17,935	18,976	20,017	21,058	22,099	22,374	22,650	22,925
F*	18,847	19,166	19,485	19,804	20,123	20,443	20,762	21,081	21,400	21,719	22,039	22,358
G	13,067	13,993	14,919	15,848	16,776	17,705	18,633	19,560	20,489	21,417	22,345	23,274
H	15,265	15,527	15,789	16,051	17,183	18,315	19,447	20,212	20,978	21,742	22,508	23,274
I	16,094	16,292	16,491	16,690	17,183	18,315	19,447	20,578	21,710	22,842	23,974	25,105
J	16,618	16,709	16,802	16,894	17,935	18,976	20,017	21,058	22,099	23,140	24,181	25,222
K	16,006	16,303	16,598	16,894	17,935	18,976	20,017	21,058	22,099	23,140	24,181	25,222
L*	18,847	19,166	19,485	19,804	20,123	20,443	20,762	21,081	21,400	21,719	22,039	22,358

Supplements for 15, 20, and 25 years of Polk County Service at \$35.00 per month.

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

***F – (based on 194 workdays per year)**

***L – (based on 196 workdays per year)**

The Board and the Association agreed in 2003 to the goal of establishing a salary grid for determining salary which allows movement annually. As we worked on further changes, we realized additional time was needed to resolve several issues to ensure accuracy and equity. Issues regarding experience placement, number of steps, and other long term issues needed to be resolved. We agree to resolve these issues before making further changes to the salary grid. The Director of Employee Relations will be responsible for providing a breakdown of each employee's actual years and type of experience by January 15, 2005 to the assigned committee and to provide other district data as needed. We agree to begin discussing these issues in September, 2004 with the expectation that a plan, with a time-frame for implementation, will be in place and agreed to for the 2005-06 school year.

For the year 2004-2005 all newly hired paraeducators, hired July 1, 2004 and after, will be placed on the grid according to their years of experience, MINUS ONE YEAR, so they will not supersede current employees on the grid.

Appendix G
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 H

ADDENDUM

MEMORANDUM OF UNDERSTANDING
ESEA IMPLEMENTATION

Whereas the “No Child Left Behind” legislation has resulted in new requirements for paraeducators under the Elementary and Secondary Education Act (ESEA) it will be necessary to negotiate implementation language. This language may include, but not be limited to tuition grants and or reimbursement, any classes and remediation this District might offer, testing and the ramifications of passing or failing, timelines, compensation, and transfer language. While work will begin at this year’s bargaining table this MOU will be in place to allow this year’s collective bargaining session to close and its work product to be offered for ratification should we still be working on the details of ESEA. Further, this team will continue to meet until all language regarding ESEA has been finalized. All contract language that arises from this MOU will be subject to ratification prior to its placement within the Collective Bargaining Agreement.