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

EDUCATIONAL SUPPORT PERSONNEL COLLECTIVE BARGAINING AGREEMENT

February 28, 2023 - June 30, 2026

Ratification of Unit- amended February 6, 2026
Board Approved- amended February 24, 2026

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

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PREAMBLE

THIS CONTRACT, made and entered into by and between THE SCHOOL BOARD OF POLK COUNTY, FLORIDA, hereinafter referred to as the "BOARD" and 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 Educational Support Personnel employed by the School Board of Polk County, Florida, and included in the bargaining unit certified by the Public Employees Relations Commission (PERC), 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 provision of this agreement in dealing with Educational Support Personnel, and

WHEREAS, the Board and the 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 understanding which they desire to confirm in this 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 ESP Secretary/Clerical employees listed in Appendix B and employed by the Board as defined in the appropriate "Certification of Representatives" promulgated by the Florida Public Employees Relations Commission and ~~that~~ pursuant to and in accordance with all applicable provisions of Part 2, Chapter 447, Florida Statutes, and the Rules and Regulations of the Public Employees Relations Commission. Said employee organization is the exclusive collective bargaining representative of all such employees for the purposes of conference and negotiations with the above-named employer or its lawfully authorized representatives on questions of wages, hours, and conditions of employment.

ARTICLE II. PROCEDURES FOR NEGOTIATIONS

2.1 Annual Negotiations

2.2 Beginning Date for Negotiations

2.3 Power and Authority of Representatives

2.4 Mediation/Special Master Costs

2.5 Regular Meetings During Term of Contract

2.6 Amending This Contract

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

2.2 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) days prior to the expiration of the contract in force at the time and also notify Public Employees Relations Commission in writing of this intent.

2.3 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.

2.4 Mediation/Special Master Costs: Any cost occurred 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.

2.5 Regular Meetings During Term of Contract: The Board and the 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.

2.6 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 III. BOARD'S RIGHTS

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

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

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

3.3-1 Drug-Free Workplace: The Board commits to creating and maintaining a drug-free workplace. The use of illegal drugs, abuse of prescription medication, or the abuse of alcohol shall not be tolerated in accordance with Drug-Free Workplace requirements.

Employees are subject to drug screening as a result of any workplace injury or report of being under the influence. Under these conditions, the employee shall be administered a urine test that will indicate the presence of illegal substances.

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

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

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

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

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

ARTICLE IV. EMPLOYEE AND ASSOCIATION RIGHTS AND PRIVILEGES

4.1 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.

4.2 Employees shall not be subject to discriminatory treatment.

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

4.4 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.

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

4.5-1 Employees will have the same access to write a paper referral in at least a triplicate to be submitted to Administration. Administration will report actions taken from the referral and a completed copy returned to the referring employee.

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

4.6-1 County-wide 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 County-wide Election Days.

4.7 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.

4.8 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.

4.9 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.

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

4.11 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 Labor and 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 school or 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.

4.12 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.

4.13 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.

4.14 Brief (defined at up to three (3) minutes) Association announcements may be made over the building communications system before or after the normal class schedule. The principal/director will receive prior notification.

4.15 Public Records Requests. The District, through the designated contact shall provide, upon lawful request from the Association, information concerning school finance and budgeting and any additional information concerning the terms and articles of this contract. The Board agrees to make available to

any employee or to the Association information available that is designated by statutes as public information.

4.16 The Board agrees to publish agendas, minutes, and to furnish upon request all supporting documents of Board meetings.

4.17 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.

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

4.19 The Superintendent, upon request, shall provide the Association the following applicable information about employees: name, personnel number, worksite, department/division, position/job, hire date, subject area or grade level, certification, ethnic group, annual salary, PS group, salary level, or public record wage information, annual hours, cost center, birth date, telephone number(s), and home address.

4.20 The Superintendent shall provide the Association with all reports stating racial, ethnic, and gender ratios of all staff members and student population in the District upon request.

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

4.22 The Board agrees to grant Association leave to the president and a second officer of the Association during their term of office.

4.23 The Board agrees to provide the Association a box at the District office courier service for the collection of informational materials from the Superintendent and his staff as well as Board members.

4.24 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.

4.25 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.

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

4.27 Attendance Expectation: Among the duties and responsibilities employees are accountable to perform as follows:

1. Conform to Board rules and regulations.
2. Regular and prompt attendance is an essential job function for all employees.

Employees who are absent from duty must be on a contractually recognized leave.

4.28 On-Boarding: The District will work collaboratively with the Association to create a schedule for onboarding and/or orientation that would require new hires to attend an in-person breakout session to be delivered in conjunction with PCPS staff and the Association regarding contract terms, rights, evaluation, and grievances.
This training must be completed within seventy-five (75) calendar days exclusive of holidays and summer breaks or be in jeopardy of disciplinary action up to and including termination.

4.29 Supervisor Feedback

Each member of the bargaining unit shall have the opportunity to provide anonymous feedback regarding worksite operations, policies, and administrative practices during the first and third quarters of each school year through a District-administered electronic survey.

The development, content, format, administration, timing, methodology, data ownership, data storage, analysis, and use of all surveys shall be solely determined by the district, with results shared within a collaborative, solution-driven conversation between association representatives and the Head of Schools when documented situations occur.

In developing any District-administered employee feedback survey, the District may include, but is not limited to, the following content domains: Worksite Climate and Culture; Student Safety and Supervision; Instructional Support and Resources; Communication and Operational Clarity; Professional Conduct and Accountability; Workload and Operational Efficiency; Professional Growth and Support; Facilities, Safety, and Environmental Conditions; Technology and Systems Support; Employee Well-Being and Retention Indicators.

Survey feedback is intended solely for continuous improvement of District operations and worksite morale and shall not constitute evidence for disciplinary action, grievances, or performance evaluations unless independently substantiated through formal District procedures.

Survey administration shall occur upon approval of the Superintendent, Chief of Schools or additional designee.

ARTICLE V. DEFINITIONS

5.1 Negotiations: Negotiations shall mean that the parties 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 Chapter 447, Florida Statutes.

5.2 Educational Support Personnel: Shall include all employees as listed in Appendix A - CLASSIFICATIONS.

5.3 Polk Education Association (PEA): Polk Education Association is the employee organization that has been designated as the exclusive bargaining agent for the educational support personnel, recognized by the School Board of Polk County, Florida.

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

5.5 Seniority: The term seniority means any employee's length of continuous service with the Board since his/her last date of hire as an ESP/Secretary or Paraeducator.

5.6 Employee(s): Shall refer to educational support personnel covered in this Collective Bargaining Agreement.

5.7 Workday: A "workday" is a period of regularly scheduled consecutive hours of work, exclusive of a meal period.

5.8 Work Week: A "work week" is made up of five workdays, Monday through Friday, during the student school year. Employee's work week may change during the time normally called "Student Summer Vacation" to four workdays.

5.9 Work Schedules: 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, except in cases of emergency.

5.10 Break Periods: All employees are entitled to two (2) fifteen-minute breaks in each 7 1/2 - or 8-hour shift but said breaks cannot be taken consecutively or added to extend the meal period.

5.11 Meal Periods: All employees who work more than four (4) hours daily shall be granted a meal period of not less than 30 minutes nor more than one (1) hour of each workday. Time of meal period to be approved by the principal/immediate supervisor.

5.12 Regular Straight Time Hourly Rate: The "regular straight time hourly rate" means an employee's straight hourly base rate and applicable shift premium if any.

5.13 Overtime: "Overtime" shall be defined as hours worked in excess of forty (40) hours during the basic work week.

5.14 Holiday, Vacation, Sick Leave: Time worked for purpose of computing overtime, holidays, vacation, and/or sick leave shall be considered as time worked during an employee's regular scheduled work week for the purpose of computing overtime.

5.15 Compensatory Time: Compensatory time is time earned in lieu of overtime pay at the rate of one and one-half times per hour worked.

5.16 Division: A unit of operation (i.e., Business and Finance Division, Technological Services Division, Facilities and Operations Division).

5.17 Department: Specialized section of a division (i.e., Property Accounting, Finance, Payroll, School Lunch, Internal Accounts, Purchasing).

5.18 Emergency: An emergency is a sudden or unexpected occurrence or a combination of occurrences demanding prompt or immediate action.

5.19 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.

5.20 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 VI. TERMS AND CONDITIONS OF EMPLOYMENT

6.1 Probationary Period: New employees hired are considered on probation for ninety (90) calendar days. At the end of that period the employees will be considered as regular employees and will be credited with seniority from the date of hire. Fringe benefits will accrue from the date of hire.

6.1-1 New probationary employees may bid on open positions during their probation period. Such employee(s) who accept a new position shall begin a ninety (90) calendar day probationary period in the new position.

6.1-2 Employees that transfer from the Paraeducator unit to the Educational Support Personnel clerical unit are required to complete a new probationary period. If the transferring employee's job performance is found to be unsatisfactory during this probationary period, the employee will be returned to the employee's former paraeducator position if available, or to a paraeducator position for which the employee is qualified, in accordance with Article VIII.

6.2 Evaluation: The purpose of evaluation is to assess and/or improve the quality of the employee's performance. An annual evaluation shall be given by the immediate supervisor (principal or designee, Assistant Superintendent, Director, Supervisor) in a confidential manner.

6.2-1 The President of the Polk Education Association (PEA) may name two ESP/Secretaries to the Non-Instructional Assessment Committee. The committee will meet bi-annually to review the Non-Instructional Assessment tools and make recommendations.

6.2-2 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.

6.3 Procedure to Help Correct Deficiencies: The procedure as outlined below will be used to help the non-probationary employee correct deficiencies. The principal or immediate supervisor will:

6.3-1 Notify the employee and the Association in writing of the areas of deficiencies which could lead to dismissal.

6.3-2 Provide specific written recommendations for improvement using the Job Improvement Plan in the Non-Instructional Evaluation Handbook and allow a period of at least thirty (30) workdays for improvement. During this thirty (30) workday period the principal/immediate supervisor shall conduct a monitoring conference with the employee to discuss the recommendations for improvement and suggested corrections.

6.3-3 Evaluate and assess the employee in the performance of her/his duties upon completion of the thirty (30) workday period to determine if satisfactory improvement has occurred.

6.3-4 If satisfactory improvement has occurred, it shall be noted on the Job Improvement Plan and the procedure will cease.

6.3-5 If satisfactory improvement has not occurred during the time allotted the employee will be subject to dismissal.

6.3-6 Any conference or hearing with an employee regarding termination shall be conducted in a manner so as not to violate the employee's rights according to Florida School Laws, the rules and regulations of the State Board of Education and the provisions of this agreement.

6.4 Job Descriptions: School Board approved job descriptions shall be made available to all employees and provided to each employee at the time of hire. Each employee shall receive annually a written description of duties by the employees' immediate supervisor.

6.4-1 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.

6.5 Personnel File: Personnel files shall be maintained in accordance with Florida Statute 1012.31. Each employee 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 employee and/or the Association, upon written authorization from the employee, 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 employee may challenge, through the established grievance procedure, the maintenance of any document therein.

6.5-1 Any record of disciplinary action or derogatory report which has been in the file longer than three years, or any reference to an incident that occurred more than three years ago may not be used as evidence or testimony against an employee, except in cases where current allegations involve criminal charges or activities.

6.5-2 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.

6.5-3 Except for items that are by law exempt, all material placed in the employee's personnel file shall be available to the employee at his/her request for inspection.

6.5-4 There shall be a single point of contact in the Human Resource Services Division for an employee or the Association to review the personnel file as defined in FL Statute. Furthermore, it is

agreed that the school/worksite shall send those materials noted in **6.5-2** to the Human Resource Services Division for placement in said personnel file.

6.5-5 When statements are made against an employee no written copies or related materials will be placed in the employee's individual file, nor any disciplinary action taken against an employee until the employee is made aware of the person who is making the accusation, the matter is discussed with the employee, and the employee has received a copy. If the principal/administrator finds that the statements or accusations are false, no record shall be maintained.

6.5-6 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 6.5.

6.6 Discipline: When statements are made against an employee by a student, parents, or persons outside the school system, no written copies or related materials will be placed in the employee's individual file, nor any disciplinary action taken against an employee until the matter is discussed with the employee. If the preliminary investigation is concluded with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint, and the complaint and all such materials shall be open thereafter to inspection pursuant to §.119.07(1) Florida Statutes. Before disciplinary action is taken, the employee shall be made aware of the person who is making the accusation and that employee, at the discretion of the principal/immediate supervisor shall be given opportunity to confront this accuser.

Progressive discipline shall be followed except in cases requiring immediate action. Progressive discipline shall mean verbal warning; written letter following a conference; suspension without pay for up to five (5) days; termination. Progressive discipline steps two through four should be copied to the Director of Labor and Employee Relations, Regional Assistant Superintendent, and/or Senior Director, and Polk Education Association. “Letters of Expectation” are not a form of discipline and may address issues related to professionalism or policy.

6.6-1 An employee may file a written response to a reprimand or suspension without pay and such response shall be placed in the employee’s personnel file.

6.6-2 Any record of disciplinary action or derogatory report which has been in the file longer than three years, or any reference to an incident that occurred more than three years ago may not be used as evidence or testimony against an employee, except in cases where current allegations involve criminal charges or activities.

6.7 Unsafe Working Conditions: The Superintendent shall be responsible for determining unsafe and hazardous conditions under which employees shall not be required to work.

6.8 Length of Working Year: See Payroll Calendar for the days worked in each month.

12-month employees shall work 52 weeks

11-month employees shall work 216 days

10 1/2-month employees shall work 206 days

10-month employees shall work 196 days

The beginning and ending dates of employment shall be published in the payroll calendar.

6.9 Temporary Employees and Substitute Employees:

6.9-1 Temporary employees are persons hired to perform work that is not of a permanent nature. Persons so hired shall have no seniority rights nor accrue fringe benefits. Temporary employee will be hired to work for no more than 90 calendar days. Temporary employees shall not be hired to circumvent the appointment or advancement of any employee to a permanent or higher paying position. Temporary employees shall be assigned no more than the number of hours of the employee they are replacing.

6.9-2 Substitute employees may be hired to fill vacant positions for no more than thirty (30) consecutive workdays. Persons so hired shall have no seniority rights nor accrue fringe benefits.

6.9-3 Educational Support Personnel covered by this bargaining agreement who assume the total responsibilities of a job title of a higher pay grade for a period of at least ten (10) consecutive workdays due to the extended absence of that employee shall be paid at the daily rate they would earn if they were in that position. Extended absence for this purpose is defined as approved sick leave or medical leave of absence.

6.10 According to Florida Statute 1012.98 points may only be awarded upon evidence of follow-up activity completion.

6.11 Financial Duties Support: Effective July 1, 2015, the District shall provide face-to-face training during the regular duty day, at scheduled intervals, to any employee responsible to collect, maintain, record, and/or disburse funds. This training will cover District policies and procedures regarding the duties associated with collecting, maintaining, recording, and/or disbursing of funds. In addition, the District shall provide online training during the regular duty day to be used as initial training for employees new to these duties prior to attending a face-to-face training event. All employees who collect, maintain, record, and/or disburse funds and have attended the face-to-face training will be required to complete an annual online training during the regular duty day.

6.11-1 District contacts will be available to assist employees with any question or issue related to the collecting, maintaining, recording, or disbursing of funds.

6.12 Periodically, meetings/trainings may be held to help secretaries better meet job related requirements. Secretaries may be released from their school duties to attend the designated meetings/trainings without loss of pay. Employees will receive mileage reimbursement for attending meetings 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 secretaries 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.

6.13 When scheduled by the District administration, secretaries 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 meetings/trainings.

ARTICLE VII. GRIEVANCE PROCEDURE

7.1 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.

7.2 Definitions:

A. A grievance is defined as (1) a claim by a grievant that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of this agreement.

B. A grievant may be an employee, a group of employees or the Association.

C. Class action grievances affect more than one employee and shall be initiated by the Association at Step II.

D. 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.

E. Days mean working days excluding Saturday, Sunday, and holidays.

F. 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.

G. Association shall mean the employee organization and its agents certified as the exclusive bargaining agent pursuant to Florida Statutes.

7.3 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 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) working days, except in cases of emergency.

B. When grievance meetings and conferences 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. If, however, either party's representative is incapacitated beyond ten days, that party shall seek an alternative representative.

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

E. In the case of a grievance in which the Association is involved, the Association and Administration shall mutually agree on the date and time of all proposed grievance meetings, and the Association shall be advised in writing of the adjustments and proposed resolutions beyond the informal procedure. In grievance cases where the Association is not involved in representing the grievant, the Association shall be advised in writing of all proposed grievance meetings, adjustments, and proposed resolutions beyond the informal procedure. The Association shall have the right to be present at 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) 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) days following the conclusion of Step II.

G. During this grievance procedure, if there are administrators present in addition to the principal/immediate supervisor 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/immediate supervisor. If, as a result of the discussion, a problem still exists, the Association shall, within ten (10) days, submit to the Area Superintendent a completed copy of the grievance form (APPENDIX D - OFFICIAL GRIEVANCE FORM).

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

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

7.4 Resolution Procedure:

A. **Informal Procedure:** If a member of the 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) days after the grievant knew or could reasonably have been expected to know of the event giving rise to the grievance.

B. At the informal procedure, the grievant may be accompanied by an Association 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 the Association representative is 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 verbally to the grievance within two (2) 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) days after the informal discussion, submit to the appropriate Assistant Superintendent a completed copy of the grievance form (APPENDIX D - OFFICIAL GRIEVANCE FORM). This time limit shall not apply in cases where the nature of the grievance is continuous, or when the resolution agreed to at the informal level has not been or cannot be implemented. Within ten (10) days after the receipt of the written grievance, the Assistant Superintendent shall arrange and meet with the grievant and/or the Association in an effort to resolve the grievance. The Assistant Superintendent shall indicate his/her proposed resolutions of the grievance in writing at the appropriate place on the grievance form within five (5) days after such meeting and send copies thereof to the grievant and the Association.

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

shall indicate his/her proposed resolutions of the grievance in writing within five (5) 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 proposed resolutions of the grievance made by the Superintendent, or if no proposed resolutions has been made within five (5) days of such meeting, then within ten (10) days thereafter, the grievance shall be transmitted to the Board by filing a copy with the Chairperson of the Board. The Board shall within fifteen (15) days meet publicly for the purpose of discussing with the Grievant and/or Association and the Superintendent the grieved issue(s). The proposed resolutions by the Board shall be made and announced within three (3) 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 proposed resolutions 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) days after the Association has received a written proposed resolution from the Board. The arbitrator shall be selected from the American Arbitration Association or Federal Mediation Conciliation Services (FMCS) in accord with its rules, which likewise govern the arbitration proceedings. If one of the parties chooses to arbitrate through the American Arbitration Association, said party will pay the difference of the costs associated with the more expensive agency.

7.5 PROVISIONS:

1. The arbitrator shall not have power to alter, add to, or subtract from the terms of this agreement.

2. The Board and the grievant shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

3. The Board and the Association shall share equally the fees and expenses of the arbitrator when the grievance is processed by the Association.

Neither the bargaining agent nor the Board shall be responsible for the cost of grievance arbitration by a member of the bargaining unit when the grievance is not processed by the Association.

4. If the Board refuses to arbitrate a grievance arising under this agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex parte basis. However, the Board shall continue to share the cost of the arbitration.

5. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this agreement.

6. No reprisals of any kind shall be taken against any party in interest participating in the grievance procedure.

7. Notwithstanding the expiration of this agreement, any grievance arising while the agreement was in effect may be processed through the grievance procedure until resolution.

8. When a grievance is sustained the grievant(s) 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 procedure.

12. An employee shall have the right to have an Association member representative present when a grievance is being discussed. In a case where no Association member representative is present to attend the informal procedure, the discussion may be postponed, and the Association staff will have the right to appoint an Association member to attend the informal session.

13. The grievant may, after the Informal Procedure, present the grievance in writing to the Association who will provide an opportunity for a meeting with the grievant to decide the merits of the case within five (5) workdays after receipt of the grievance by the Association.

ARTICLE VIII. EMPLOYMENT STATUS

8.1 Vacancies:
Whenever a vacancy occurs, the job as well as the job description, shall be posted within five (5) working days. When a hiring freeze goes into effect and when it is lifted, the Association will be notified in writing.

1. Vacancies shall be posted on the bulletin board within the department, division or school where the vacancy occurs for three (3) days and may be filled by employees represented by this contract.
2. Vacancies shall then be posted countywide for five (5) workdays but restricted to current District employees.
3. On the sixth workday following the countywide posting, positions are then able to be filled outside District employees.

First consideration will be given to employees within the department/division or school. If the employer determines that employees have equal skills and abilities to meet the job qualifications, the employee with the most seniority will be given the position. If requested, an employee shall be given an explanation why he or she did not receive the position. Temporary positions that become permanent and full-time, positions must be advertised.

8.2 Promotions:
The term "promotion" as used in this provision, means the advancement of an employee to a higher paying position within the bargaining unit.

Promoted and transferring employees shall be considered probationary in the job opening for which they successfully bid for a period of ninety (90) calendar days. If the promoted employee's job performance is found to be unsatisfactory during this probationary period, he/she will be returned to his/her former

job or to a comparable paying job as soon as possible, or on lay-off until another comparable job becomes available.

8.3 Upgrades:
The following criteria shall be used to recommend upgrades of employees who are assigned to the District Office and are covered under the Educational Support Personnel Collective Bargaining Agreement.

1. The Director/Supervisor shall request a position upgrade by submitting the request in writing to his/her Assistant Superintendent along with the current job description and a list of duties; the job description for the proposed upgrade as listed in Appendix A - CLASSIFICATIONS and list of duties; and justification for the upgrade.

The Assistant Superintendent's disposition shall be forwarded to the Director of Labor and Employee Relations and copied to the Association.

2. The Director of Labor and Employee Relations will schedule a meeting of the Educational Support Personnel Salary Upgrade Committee within twenty (20) workdays of the request. The Committee will include the following:
   a) Director of Labor and Employee Relations
   b) Assistant Superintendent/Designee for the Division making the request.
   c) Director/Supervisor/Designee making the request.
   d) PEA Representative
   e) Two (2) members of the Educational Support Personnel Bargaining Team.
   f) Labor and Employee Relations Assistant/Designee to record action taken.

Within fifteen (15) workdays of the meeting of the upgrade committee, the Director of Labor and Employee Relations must submit the committee's recommendation and if he chooses, the Director of Labor and Employee Relations may also submit his own recommendation, to the Superintendent. The Superintendent selects which recommendation is to be placed on the next available School Board agenda. Recommendations made to the Board must also be copied to the Association.

If a recommendation is rejected, the initiating supervisor may resubmit the request one additional time with the next twelve (12) months. The complete review process outlined here should again apply.

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

8.5 Educational Incentive:
Employees may improve their job skills by taking related coursework at a college, university, or vocational center. Employees taking courses under this provision would use acquired training in their current position with the Polk County School Board. Employees shall be reimbursed for the cost of tuition, books and required materials according to the following guidelines.

a) Are full-time employees covered by this collective bargaining agreement?
b) Obtain written approval by the Director of Labor and Employee Relations prior to the start of classes.
c) Receive a grade of "C" or better in coursework or satisfactory completion for non-graded coursework.
d) Provide receipts for reimbursement.
e) Provide proof of successful completion.
f) Coursework that is repeated (ex. to raise the grade or GPA) will not be reimbursed a second time.
g) Upon completion of a program or cessation of coursework, the employee agrees to remain an employee with the Polk County School Board. (1-24 credit hours = one-half contract year), (25-

48 credit hours = one contract year, (49-72 credit hours = one and one-half contract years), (73-96 credit hours = two contract years), (97-120 credit hours = two and one-half contract years), (121-144 credit hours = three contract years).

h) The employee shall not receive time reimbursement credit during any semester the employee is receiving the tuition/book subsidy established in this article.
i) The employee shall sign a promissory note agreeing to the above stated time reimbursement. Time reimbursement shall not exceed a maximum of three (3) years.
j) If the employee's position terminates, he/she owes no further obligation to the District.

8.6 Assignments: The building principal/supervisor may provide, in writing, reasons for why the change in assignment is necessary to the functionality of the school or program if requested. If the employee disagrees with the written assignment provided by the principal/supervisor, they must appeal within one (1) workday. Upon appeal and to avoid disruptions to student learning and program, the employee will not be reassigned until the regional superintendent can review the reassignment and render a decision within five (5) workdays.

ARTICLE IX. TRANSFERS, LAYOFF, AND RECALL

9.1 TRANSFERS:

9.1-1 Request for Transfer: Unless the employee and both principals agree, no transfers shall be allowed during a period spanning from fourteen (14) calendar days before the first contract workday until after the twentieth (20^{th}) contract workday. A transfer will not be considered unless the employee is qualified for such vacancy. All transfers shall be initiated by the receiving principal/supervisor, with copies to the releasing principal or immediate supervisor and the Human Resource Services Division. 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 employee will be subject to Board approval.

9.1-2 Transfer During School Year: Employees may request to be transferred when there are vacancies for which the employee is qualified. Requests for transfer from one worksite to another shall be made electronically through the Applicant Registration System found on the District's website. Should an employee be offered and accept a position during the school term, then the releasing principal must release the employee from their school within twenty (20) contract days after being contacted by the receiving principal.

9.1-3 Requests for Transfer Between School Years: Requests for transfer from one worksite to another shall be made electronically through the Applicant Registration System found on the District's website.

9.2 Lateral Transfer: A change or move from one job classification to another within the same pay grade; such a transfer within the department/division or school will be given first consideration when a job opening occurs.

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

9.4 INVOLUNTARY TRANSFERS: The Board and the Association recognize that it may be necessary to involuntarily transfer Educational Support Personnel. Such involuntary transfers shall only be made

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

9.4-1 In unusual and special circumstances the Superintendent may recommend to the Board that an employee be transferred from one position to another specific position for good and sufficient reasons. Any employee being transferred under this section may receive written reasons for the transfer. Such transfers are effective upon the Superintendent's recommendation. Subsequent approval is required on the next available School Board Meeting agenda. The term "unusual and special circumstances" shall mean, with respect to the involuntary transfer, that it is not practicable for the District to adhere to the requirements of Article 9.4. Refusal by the ESP to accept such assignment shall release the Board from further obligation to that employee.

9.4-2 An Involuntary transfer to a higher pay grade, will result in the appropriate salary increase effective on the date of transfer. An involuntary transfer to a lower pay grade will retain the same salary for the remainder of the current school year and receive appropriate reduction at the beginning of the next school year. Employees shall receive credit for appropriate experience.

9.5 Displacements: Employees displaced for one of the reasons (1-9) listed in 9.4 will be placed on a "displaced list". Employees on the displaced list will be placed before new hires are appointed provided there are qualified employees on the displaced list for the vacant position. Effort will be made to identify and place involuntarily transferred employees within a radius no more than the current distance they drive to work or 25 miles, whichever is greater. Refusal by the employee to accept a position shall release the Board from further obligation to that employee. It will be necessary for displaced employees to provide an address and telephone number where they can be contacted during summer break to the Director of Labor and Employee Relations. Each displaced employee will receive a letter from their principal/supervisor that outlines the displacement procedure.

LAYOFFS:

9.6 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.

9.7 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.

9.8 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.

9.9 As soon as an employee is notified of his/her pending lay-off, he/she shall notify his/her supervisor

and the Director of Labor and Employee Relations (Human Resource Services Division) if he/she is interested in being assigned to any other position within this bargaining unit for which he/she is qualified.

9.10 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.

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

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

9.13 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 position.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 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.

9.19 When an employee is offered a position at a work site 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.

9.20 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.

9.21 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 X. PAID LEAVES OF ABSENCE

10.1 Sick Leave: Any member of the employee staff employed on a full-time basis and who is unable to perform his/her duty because of their own illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child, or other close relative (including in-laws) or member of their own household, shall be entitled to sick leave. Employees shall be credited with four days of sick leave 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 (1) day 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.

10.1-1 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.

10.1-2 An employee working a 12-month schedule who has exhausted accrued sick leave may use accrued vacation leave without providing advanced notice for up to 40 hours (based on an eight (8) hour workday) per fiscal year (July 1 – June 30). An employee working four (4) hour days may use up to 20 hours per fiscal year. Written verification from a licensed physician is required for use of vacation leave in lieu of sick leave.

10.1-3 Sick Leave Bank. The Polk School Employee's Sick Leave Bank shall be maintained in accordance with the provisions established by the Sick Leave Bank Committee. The Association shall appoint members to the Sick Leave Bank Committee in proportion to the percentage of its members in the Bank.

10.1-4 Verification of Leave. Upon return from leave the employee will provide the necessary claim form for verification of absence to his/her principal/supervisor within five (5) workdays in accordance with §1012.61, *Florida Statutes*.

10.1-5 Sick Leave Transfer/Donation: Any employee who wishes to donate (authorize transfer of) sick leave to another employee shall be able to do so within School Board Policy. Should there be a change in Florida Statutes and/or School Board Policy, both parties agree to impact bargain those potential changes. The receiving employee must submit an Application for Sick Leave Donation.

Donating Employee:

i. An employee may donate (i.e., authorize transfer of) any amount of their accrued sick l eave to another Board employee. The authorizing employee must have at least ten (10) days of sick leave remaining after the donation is made.

ii. Once approved, a donation cannot be retracted by the donor.

iii. Any transferred sick leave that is not used as anticipated shall be returned to the authorizing employee upon the recipient's return to work.

iv. In the case of multiple donors, unused leave will be returned to each donor proportional to the amount donated to total amount donated. Donated sick leave will have no value for recipient's terminal pay.

Receiving Employee:

i. To be eligible to receive leave, the employee must:

a. Have exhausted all accrued and credited paid leave,

b. Complete and submit all required forms and supporting documentation to the Risk Management and Employee Benefits Leave Office, and

ii. An Application for Sick Leave Donation must be submitted along with the physician's statement.

iii. Employees may receive up to 200 donated hours within a 12-month period.

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

10.2 Personal 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. Employees planning to use a personal leave day or days shall notify his/her immediate supervisor at least one (1) day in advance, except in cases of emergency. Personal leave chargeable to sick leave cannot be used the first five (5) days and the last five (5) days of school that students are in attendance (excluding District office personnel) except in cases of emergency. The employees shall not be required to give reasons for personal leave, except when claiming an emergency.

10.3 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. Any compensation received by the employee shall be retained by the employee.

10.4 National Guard and Reserve Training Leave:
Employees who are members of a national military reserve unit or the National Guard ordered to active or inactive training duty during the regular school year shall be compensated up to 240 hours in any one (1) annual period to participate in required training exercises, without loss of accumulated leave. Supporting documentation may be required upon application for military training leave.

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

10.6 Illness in Line of Duty: 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 infectious disease contracted in schoolwork. 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. Additional emergency sick leave may be granted out of local funds for such terms under such conditions as the Board shall deem proper.

10.7 Association Leave Days: The School Board will provide up to sixty (60) days to be used as Association Leave Days cumulatively for all Collective Bargaining Agreements covered by the Association.

ARTICLE XI. UNPAID LEAVES OF ABSENCE

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

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

An employee's current position will be held for no more than 12 consecutive work weeks (60 contracted workdays). After this time period the current position held prior to the start of the leave will be posted as a vacancy. Upon return the employee will be placed into a position for which fully qualified (See 11.7).

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

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

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

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

The thirty-day (30) notice before a return from leave will remain in place for a return from consecutive leaves.

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

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

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

11.6 Any employee granted a leave of absence as provided in this article shall have the option to remain on active participation in all insurance and fringe benefit programs for the duration of the leave, provided that the premiums for insurance and fringe benefit programs be paid by the employee on a monthly basis in advance of the month due. Employees on an unpaid leave must pay for all of their benefits, including the portion normally funded by the Board (paid health plan and group term life insurance). An employee may also make an active election within 31 days of the unpaid leave effective date to modify their benefits. Failure to make payment arrangements for employee benefits may result in cancellation.

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

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

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

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

11.7 Return from Unpaid Leave:

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

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

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

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

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

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

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

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

11.8 Domestic Violence Leave. An employee who has provided advanced notice and who has been employed full time by the District for at least three (3) consecutive months shall be permitted to request and, upon approval, take a maximum of three (3) working days of unpaid leave from work in the school year if the employee, or, a family or household member of an employee is the victim of domestic violence.
An employee seeking leave under this section must, before receiving the leave, exhaust all annual or vacation leave, personal leave, and sick leave. Should sick leave be the only available leave remaining, the Superintendent or designee may waive this requirement if the reason for the request does not fall within the requirements for the use of sick leave.

11.8-1 The purposes of Domestic Violence Leave include:

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

11.8-2 Procedures and Definitions.

a. “Family or household member” is as defined in §. 741.28(3), FLORIDA STATUTE. “Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.
b. “Domestic violence” is as defined in §. 741.28(2), FLORIDA STATUTE or §. 741.313(1)(a), FLORIDA STATUTE. “Domestic violence” means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or

any criminal offense resulting in physical injury or death of one family or household member by another family or household member. s. 741.28(2), FLORIDA STATUTE.
"Domestic violence" means domestic violence, as defined in §. 714.28, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence. §. 741.313(1)(a), FLORIDA STATUTE.
c. The employee requesting Domestic Violence Leave must notify the principal/supervisor at least two (2) school days in advance of the anticipated absence except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member.
d. The Superintendent's Office must keep information relating to the employee's leave under this section confidential and exempt from disclosure pursuant to §. 119, Florida Statutes.

11.9 Educational Leave. Up to one (1) year of unpaid Educational Leave may be granted one time only to employees who have worked for the District continuously for at least one (1) year in this bargaining unit. This leave is for the purpose of engaging in full-time activities as a student, which will result in his/her professional benefit or advancement. Documentation from the educational institution is required.

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

11.9-1 Educational Internships: For active employees approved to complete a documented unpaid internship within the District, upon return to active status by the approved return date, the employee will return to the same position held prior to the leave.

11.9-2 Health Insurance during Educational Internships: For active employees approved to complete a documented unpaid internship within the District, non-charter, the Board will continue to pay the employee's Board contribution to the employee's health insurance.

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

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

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

b) Employees granted this leave who receive employee health insurance under Article XII shall maintain this coverage for the duration of the leave, paid for as it was prior to initiating leave (Board-paid health insurance and group term life insurance). Employees may also elect within 31 days of the leave effective date to modify benefits that are paid through payroll deduction.

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

d) The School Board shall require medical certification from employees requesting and returning from FMLA Leave, and employees will be restored to the same position held prior to the start of leave if available (due to reasons in Article 9.4), or a nearly identical equivalent position, in accordance with federal law.

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

11.11-1 Return from Medical Leave. Employees returning from Medical Leave within one (1) year shall be guaranteed a position for which the employee is fully qualified. The returning employee shall notify the Risk Management and Employee Benefits Department. Should more than one (1) employee provide notice, the employee who gave such notice at the earliest date shall be assigned to the position in question.

11.12 Parental Leave. A parental leave of absence may be granted to an employee for the purpose of child rearing to commence at the birth of a child or the date of the adoption of a child and may continue for up to twelve (12) months.

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

11.14 Public Service Leave. A non-probationary contract employee, upon annual application, may be granted a leave of absence without pay for the duration of the elected term(s) to serve in public office. Upon return from such leave, the employee shall be offered a position in the District for which he/she is certified and qualified.

11.14-1 Civic Board: Any non-probationary contract employee who is appointed to a civic board shall be granted personal leave without pay to attend meetings, not to exceed ten (10) days per school year. employees duly elected to City or County Commissions will be granted personal leave without pay to attend all authorized meetings. All such leaves shall be taken in full day increments only.

ARTICLE XII. EMPLOYEE BENEFITS

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

12.1-1 The Union does not waive any collective bargaining rights with respect to health insurance.

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

12.3 The Board agrees to provide group term life in the amount of $20,000 and accidental death and dismemberment insurance in the amount of $10,000. The Board agrees to pay the premiums for this group term life insurance for all benefits eligible employees. Employees must make an active election within 60 days of hire to waive these Board paid benefits (See below).

12.4 The Board agrees to provide employee health clinic(s) for all employees. All Board employees are eligible to participate in the Polk County School Board Employee Health Clinic(s) as of their date of hire (appointment date). Eligible dependents must be enrolled under the School Board Health Plan to participate in the School Board Employee Health Clinic(s).

12.5 The Board agrees to make available supplemental life insurance, group disability, dental and vision insurance for employees, and health, dental and vision insurance coverage for employee dependents, with all premiums to be paid by the employee. Where evidence of insurability is required (life or disability), employees are responsible for submitting all required documentation. Employees are also required to submit dependent documentation, including social security numbers, marriage license, birth certificate(s), and tax documentation required to prove current dependent eligibility. Failure to submit documentation will result in benefits not being approved.

12.6 The effective date of health plan insurance for newly hired employees shall be the first day of the month following 60 days of employment.

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

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

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

The committee shall meet at a minimum four (4) times a year at the end of each quarter to review health insurance plan utilization data. The committee will make its recommendations to the Superintendent with copies to the Board at a date established by the Business Services Division's Risk Management and Employee Benefits Department, but no later than sixty (60) days prior to the bid date, or thirty (30) days prior to expiration of the current policy if no bids are to be taken. The District and Association bargaining teams may consider recommendations from the Superintendent's Insurance Committee.

12.10 Holidays: Refer to the School Board approved Payroll Calendar.

12.10-1 Birthday Bonus: Each employee shall receive his/her birthday off with pay. Paid birthdays must be taken within the birth month with the exception of those not employed during the month of July. July birthdays for these employees may be taken in August. Birthdays that fall on a weekend or any other time that schools and offices are closed will be taken during a workday that will be agreed upon by the supervisor and the employee. The School Board and the Association agree that

the supervisor and the employees may work out a mutually agreed upon day that will prevent disruptions at the work site in taking birthdays.

12.10-2 Rotating Holiday: Each employee shall receive two (2) rotating holidays as paid holidays. New employees shall be eligible for the rotating holidays after they have completed one-half of their duty year of service with the School Board of Polk County. The supervisor and the employee will work out a mutually agreed upon day that will prevent disruptions at the work site with the day chosen.

12.10-3 Pay for Holiday Worked: An employee who is scheduled and does work on a recognized holiday shall be paid for the number of hours actually worked at one and one half times his/her regular rate of pay in addition to his/her regular pay.

12.10-4 Holidays During Vacation: A holiday as designated in Section A above will not be charged as vacation to any employee.

12.11 Vacation:

12.11-1 Earned Vacation: Only 12-month employees shall be entitled to earned vacation. During the first year of continuous employment, an employee that works 7.5 hours shall earn 8.1225 hours per month and an employee that works 8 hours a day shall earn 8.664 hours per month. This is an annual total of 13 days.

Any employee working continuously for the Employer from one (1) through five (5) years shall earn 13 days' vacation per year, 7.5-hour employees earn 97.5 hours per year, and 8-hour employees earn 104 hours per year.

Any employee working continuously for six (6) through ten (10) continuous years shall earn 16 1/4 days' vacation per year, 7.5-hour employees earn 121.875 hours per year, and 8-hour employees earn 130 hours per year.

Any employee who has completed ten (10) continuous years or more shall earn 19 1/2 days' vacation per year,
7.5-hour employees earn 146.25 hours per year, and 8-hour employees earn 156 hours per year.

No limit on number of days that can be accumulated during the year; however, no more than forty (40) days may be carried over into the following calendar year, 7.5-hour employees earn 300 hours per year, and 8-hour employees earn 320 hours per year.

12.11-2 Choice of Vacation Period: Vacation time shall be prearranged so that the normal operation of the schools can be maintained. Prearranged shall mean at least five (5) working days' notice for any vacation except in cases of emergency. Vacations shall be granted at the time requested by the employee unless the nature of the work makes it necessary to limit the number of employees on vacation at the same time. In the event of any conflict over vacation periods, the employee with the greater seniority shall be given his/her choice of vacation period provided that he/she has made that choice within a thirty (30) day period prior to the requested vacation dates. However, in cases of emergencies special consideration will be given.

12.11-3 An employee working a 12-month schedule with accrued vacation leave may use no more than twenty (20) consecutive days of vacation leave, calculated at the employee's regularly scheduled daily work hours. Vacation leave requests in excess of twenty (20) consecutive days will not be approved. Employees who use twenty (20) consecutive eight (8)-hour vacation leave days must return to work for a minimum of forty-five (45) calendar days before an additional leave request in excess of

five (5) days will be considered. Nothing in this guideline should be interpreted in such a way as to interfere with an employee's right to use sick leave, Family and Medical Leave Act (FMLA) leave, or Medical leave in accordance with law and policy.

12.12 Appointments: Two hours non-cumulative leave may be used during the workday for medical or dental appointments. Except in extenuating circumstances (i.e. pregnancy, etc.), this leave should not exceed two (2) hours in a given month and is subject to prior approval of the immediate supervisor. These hours are non- accruable and are not intended to take the place of sick or personal leave.

12.13 Duty Free Lunch: An employee must be provided a duty-free lunch or be paid for the time. District Office employees shall have a consecutive sixty (60) minute unpaid lunch and school-based employees shall have a consecutive thirty (30) minute unpaid lunch. During the regular school year, school-based employees shall have a consecutive sixty-minute (60) lunch without extending the hours worked or reducing pay on days when teachers are present without students.

12.14 EDUCATIONAL INCENTIVE:

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

a) If requested by the *employee*, and prior written approval is granted by the immediate administrator/supervisor and the Director of *Labor and* 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.

12.14-1 Employees seeking AA Degrees leading toward an education degree or those pursuing an education degree at the Baccalaureate level shall be reimbursed the cost of tuition at the local community college rate per hour for AA Degree classes or the local State University rate per hour for the Baccalaureate degree classes, 50% of the cost of textbooks and full reimbursement of lab fees provided they are:

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

12.14-2 The degree seeking employee 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 12.14 and 12.14-1.
The employee shall sign a promissory note agreeing to the above stated time reimbursement. Time reimbursement shall not exceed a maximum of three years.
Employees that must take an Educational Leave to complete their requirements for graduation/certification, (i.e. internship, student teaching) must complete the educational leave form and indicate their participation in the Greenhouse Program, internship, or student teaching for their health benefits to be maintained during this period.
If the employee is not offered an appropriate position, the employee owes no further obligation to the District. Reimbursement of tuition does not imply District responsibility for program availability or completion.

12.15 Support staff micro-credential committee: A joint committee will convene for the 2023-2024 school year to create a support staff micro-credential program and continue to review job descriptions and professional development with the expectation of having committee recommendations by 2024-2025 school year.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

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

13.1-1 Notice: Whenever any notice is required to be given by either parties to this agreement to the other party pursuant to the provision(s) of this agreement, either party shall do so by letter or registered letter.

13.1-2 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.

13.2 Maintenance of Standards

13.2-1 Should any provision of this agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be

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

13.2-2 No person employed with 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.

13.2-3 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.

13.3 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 XIV. TERMINAL PAY

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

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

Calculations shall be made as follows:

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

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

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

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

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

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

14.2 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 workday of the new school year. Terminal pay will be processed immediately if such notification is not received by the first scheduled workday of the new school year.

ARTICLE XV. COMPENSATION

15.1 All newly hired personnel with no credited experience will be brought into the system at the minimum salary for their pay grade or salary schedule.

15.2 All ESP/Secretaries will be placed on the appropriate salary schedule and pay grade found in APPENDIX B - EDUCATIONAL SUPPORT PERSONNEL SALARY SCHEDULE .

15.3 Supplements as listed in APPENDIX C – NON-INSTRUCTIONAL SUPPLEMENTS shall be in addition to the regular base salary and total salary may exceed the maximum pay grade on the appropriate salary schedule.

15.4 Employees being promoted to a higher pay grade, within this bargaining unit, will be placed on the salary schedule in the new pay grade. In the event that the performance during the Training/Probationary period is unsatisfactory, the employee shall be removed from the position in accordance with Article VIII.

15.5 Salaries for Educational Support Personnel shall be as set forth in Appendix B and C, which is incorporated into, and hereby made a part of this Contract. All salary increases shall be effective beginning July 1 of each contract year.

15.6 The Superintendent may change the work week of personnel from 37 1/2 hours to 40 hours or vice versa when the workload demands it. Proper adjustments in pay will be made effective the date of change.

15.7 Notice of Overtime: The parties recognize the advisability of providing employees with adequate notice of work required beyond the basic workday or the basic work week. When overtime requirements are known in advance, the affected employees will be advised at least four hours prior to the end of their shift for daily planned overtime or prior to the end of their shift on Thursday for any planned weekend overtime.

15.8 Distribution of Overtime: Overtime work shall be distributed as equally as possible to employees working within the same job classification in the county, area, or school. On each occasion when there is overtime work to be done, other than finishing up a job, and there is no emergency that would keep the supervisor from equating the opportunity for overtime, then the overtime assignment shall be offered to the department or school employee within the job classification who has the least number of overtime hours to his/her credit.

15.9 Pay for Overtime: One and one-half (1 1/2) times the regular straight time hourly rate of pay shall be paid for hours worked in excess of forty during the basic work week. Personnel whose normal work week is 37 1/2 hours shall be paid their regular rate of pay up to 40 hours, overtime will be paid after 40 hours of work has been performed. Payment of overtime shall not be duplicated for the same hours worked.

15.9-1 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.)

15.10 Compensatory Time: Compensatory time off for payment of overtime may be granted in lieu of payment by mutual agreement. Compensatory time shall be calculated in the same manner as overtime. This shall not be used to circumvent the payment of overtime.

15.11 Salaries for educational support personnel who were employed as of the last day of the school year and continue employment the following year shall be paid in twenty-four (24) equal payments over twelve (12) months. Employees working for Polk County School Board prior to July 1, 2020, shall be paid in twelve (12) equal payments over twelve months unless the employee has opted to be paid semi-monthly in twenty-four (24) equal payments over twelve (12) months. Once an employee has chosen to be paid semi-monthly, that employee shall not be able revert back to twelve (12) equal payments over twelve (12) months.

a. Schedule for Twelve (12) equal payments over twelve (12) months (only available to employees working for Polk County School Board before July 1, 2020): Said payment shall begin in August and be made on the last banking day of each month during the school term and on the last banking day of each month during June, and July.

b. Schedule for Twenty-four (24) equal payments over twelve (12) months (all employees hired after July 1, 2020, and other employees hired prior to July 1, 2020 who have opted in to semi-monthly): Said payment shall begin on the last banking day of August and be made on the 15th of the month or last banking day prior to the 15th of the month and last banking day of each month thereafter.

15.11-1 For employees 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.

15.11-2 Employees separating from service after completing their contract with the Board shall notify the Payroll Department in writing, no later than June 10, to request their final contract payout in the next full payroll cycle following their last day of employment. Employees separating from service during the term of their contract with the Board shall receive their final payout in the next full payroll cycle.

15.11-3 Employees on a Board approved unpaid leave may notify the Payroll Department in writing, concurrently with the request for leave, to request that existing holdback funds (as applicable) be applied to receive a full paycheck until their holdback is exhausted.

15.11-4 The parties agree to allow employees hired prior to July 1, 2020, an opportunity to switch payroll options from twelve (12) equal payments over twelve (12) months to the semi-monthly option of twenty-four (24) equal payments over twelve (12) months each spring starting on the first workday in April through the last workday in April. Once an employee opts into semi-monthly pay, they may not revert back to twelve (12) equal payments over twelve (12) months.

15.12 Overpayments
Employees who were overpaid for any reason other than those specified in Section 15.13-shall receive written notice of the overpayment and the opportunity to discuss the matter with the Human Resource Services Division. The employee shall be notified in writing. The payment or recovery of payroll errors shall be limited to the sum overpaid during the current fiscal year and the previous fiscal. In addition, payroll records will be corrected for all future wage and/or salary payments.

15.12-1 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.

15.12-2 Should the number of annual pay periods be changed; the repayment schedule will be restructured accordingly.

15.13 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.

15.14 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.

15.15 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 first. Underpayments shall be calculated and paid to the employee within the next two regularly scheduled payroll cycle**s** Regardless of the length of time an underpayment has been ongoing, payroll will be corrected for all future salary payments. Once an underpayment has been corrected, it may not be later rescinded as an overpayment.

Employees hired after July 1, 2020, or employees who have opted into semi-monthly pay of twenty-four (24) equal payments over twelve (12) months will not be eligible for off-cycle payments except in the event of an employer error.

An off-cycle payment will only be issued if the amount is equal to or greater than two (2) days of pay. In this case, the employee shall be made whole in the next available pay schedule option defined within

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

15.16 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.

15.16-1 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.

15.16-2 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.

15.17 Raise and Salary Level Advancement: Educational Support Personnel will receive at least a 3% salary increase on July 1st for the fiscal year of 2022-2023 upon completion of at least half of the previous school year's contract term upon completion of at least half of the previous school year's contract term. Cost of Living Adjustments (COLA) or other potential salary improvements to the Educational Support Personnel salary schedules will be negotiated with any additional funding per the provision in 15.19-3. The parties agree that salary levels no longer equate to years of experience.

15.18 Years of Experience For Salary Purposes: Shall mean the number of years employed by Polk County Schools in present area of work plus any recognized outside related experience on a one for two year basis. Secretarial/Clerical employees who are not a part of this bargaining unit will receive year for year experience credit when they transfer into this unit. Experience credit for work as a Paraeducator, in Polk County Schools, will be given year for year experience credit when they transfer into this bargaining unit. Related experience for part time positions shall be prorated. A year of experience is defined as one day over one-half the number of days assigned in Appendix A - CLASSIFICATIONS for an ESP's assigned job title.

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

15.19-1 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.

15.19-2 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.

15.19-3 In the event there is a fluctuation in the total funding per student received from FEFP for Polk County Public Schools greater than or equal to 2% in either direction, positive or negative, or, if the assigned/unassigned general fund balance is projected to fall below 3% in accordance with state statute, the parties agree to renegotiate automatic salary advancement. This provision supersedes 15.19 and 15.19-1 and 15.19-2 regarding financial urgency above.

15.20 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.

15.21 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.

15.22 College Hours:

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

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

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

IF the ESP transfers to a position outside of this agreement that does not have the college hours supplement(s), the college hour supplement(s) will be removed.

ARTICLE XVI. TERM OF CONTRACT

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

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

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

This Agreement shall not be extended orally.

POLK EDUCATION ASSOCIATION, INC

By: _____
PEA President

THE SCHOOL BOARD OF POLK COUNTY, FL

By: _____
School Board Chair

By: _____
Superintendent

By: _____
Chief Negotiator
Associate Superintendent of Human Resources

Appendix A – CLASSIFICATIONS

Pay Grade	Days/Year	Hrs/Day	Hrs/Year	Job Titles
PG01	247	8	1976	Accounting Clerk, Clerk General, Media Assistant, Secretary II, Input/Output Coordinator, Purchasing Clerk
PG02	196	8	1,568	Student Intake Specialist (10-month 8-hr day)
	247	8	1976	Office Systems Specialist, Senior Accounting Clerk, Purchasing Clerk Specialist, Student Assignment Data Entry Clerk, Wellness Clerk Specialist

PG03	247	8	1976	Secretary III, Secretary III-Administrative, Accounting Clerk Specialist-Headstart
PG04	247	8	1976	District Switchboard Specialist, Office Systems Supervisor, District Office Systems Assistant 1
PG05	247	8	1976	Clerk Specialist
PG06	247	8	1976	*No job descriptions in this paygrade currently*
PG07	247	8	1976	Personnel Assistant I, Accounting Specialist I, Accounting Clerk Specialist, Payroll Assistant I
PG08	216	8	1728	Property Inventory Auditor (11-Month)
	247	8	1976	Payroll Accounting Specialist, Property Inventory Auditor (12-Month), Accounting Specialist II, Payroll Assistant II, Personnel Assistant II, ERSEA Specialist- Headstart and VPK/Title 1
SBS	196	8	1568	School-Based Secretary (10-month 8-hr day), Guidance Secretary
	216	8	1728	School-Based Secretary (11-month 8-hr day), Guidance Secretary
	247	8	1976	School-Based Secretary (12-month 8-hr day)
FSRS	216	8	1728	Financial Secretary, School-Based
	247	8	1976	Registrar Secretary, School Based
MHSL	206	7.5	1545	Migrant Home/School Liaison, Homeless Hearth Grant Liaison Assistant
MSO	216	8	1728	Migrant Records System Operator
PRS12	247	8	1976	Secretary to the Principal (12-month), Secretary III Executive, Professional Development Specialist, Planning and Assessment Specialist, Child Care Services Specialist, Fine Arts Specialist
PRINT	247	8	1976	Printing Specialist, Graphic Artist

APPENDIX B – EDUCATIONAL SUPPORT PERSONNEL SALARY SCHEDULE

	25-26		
PG01	New Hire Placement	PG01 $/HR	1976 hours annualized
PG 01 A	0-1	$15.65	$30,918
PG 01 B 01	2	$16.12	$31,845
PG 01 B 02	3	$16.12	$31,845
PG 01 B 03	4	$16.12	$31,845
PG 01 B 04	5	$16.12	$31,845
PG 01 B 05	6	$16.12	$31,845
PG 01 B 06	7	$16.60	$32,793
PG 01 B 07	8	$16.60	$32,793
PG 01 B 08	9	$16.60	$32,793
PG 01 B 09	10	$16.60	$32,793
PG 01 B 10	11	$16.60	$32,793
PG 01 C 11	12	$17.10	$33,780
PG 01 C 12	13	$17.10	$33,780
PG 01 C 13	14	$17.10	$33,780
PG 01 C 14	15	$17.10	$33,780
PG 01 C 15	16	$17.10	$33,780
PG 01 D 16	17	$17.61	$34,788
PG 01 D 17	18	$17.61	$34,788
PG 01 D 18	19	$17.61	$34,788
PG 01 D 19	20	$17.61	$34,788
PG 01 D 20	21	$17.61	$34,788
PG 01 D 21	22	$17.61	$34,788
PG 01 E	23	$18.14	$35,836
PG 01 F	24	$18.86	$37,267
PG 01 G	25	$19.43	$38,396
PG 01 H	26	$20.01	$39,545
PG 01 I	27	$20.66	$40,814
PG 01 J	28	$21.68	$42,830
PG 01 K	29	$22.70	$44,845
PG 01 L	30	$22.70	$44,845
PG 01 M	31+	$23.84	$47,103

	25-26			
PG02	New Hire Placement	PG02 $/HR	1568 hours annualized	1976 hours annualized
PG 02 A	0-1	$15.90	$24,934	$31,422
PG 02 B 01	2	$16.37	$25,670	$32,349
PG 02 B 02	3	$16.37	$25,670	$32,349
PG 02 B 03	4	$16.37	$25,670	$32,349
PG 02 B 04	5	$16.37	$25,670	$32,349
PG 02 B 05	6	$16.37	$25,670	$32,349
PG 02 B 06	7	$16.85	$26,421	$33,296
PG 02 B 07	8	$16.85	$26,421	$33,296
PG 02 B 08	9	$16.85	$26,421	$33,296
PG 02 B 09	10	$16.85	$26,421	$33,296
PG 02 B 10	11	$16.85	$26,421	$33,296
PG 02 C 11	12	$17.35	$27,205	$34,284
PG 02 C 12	13	$17.35	$27,205	$34,284
PG 02 C 13	14	$17.35	$27,205	$34,284
PG 02 C 14	15	$17.35	$27,205	$34,284
PG 02 C 15	16	$17.35	$27,205	$34,284
PG 02 D 16	17	$17.86	$28,005	$35,292
PG 02 D 17	18	$17.86	$28,005	$35,292
PG 02 D 18	19	$17.86	$28,005	$35,292
PG 02 D 19	20	$17.86	$28,005	$35,292
PG 02 D 20	21	$17.86	$28,005	$35,292
PG 02 D 21	22	$17.86	$28,005	$35,292
PG 02 E	23	$18.39	$28,836	$36,340
PG 02 F	24	$19.11	$29,972	$37,771
PG 02 G	25	$19.69	$30,868	$38,900
PG 02 H	26	$20.27	$31,779	$40,048
PG 02 I	27	$20.91	$32,787	$41,318
PG 02 J	28	$21.93	$34,386	$43,334
PG 02 K	29	$22.95	$35,986	$45,349
PG 02 L	30	$22.95	$35,986	$45,349
PG 02 M	31+	$24.10	$37,793	$47,627

	25-26		
PG03	New Hire Placement	PG03 $/HR	1976 hours annualized
PG 03 A	0-1	$16.42	$32,450
PG 03 B 01	2	$16.93	$33,458
PG 03 B 02	3	$16.93	$33,458
PG 03 B 03	4	$16.93	$33,458
PG 03 B 04	5	$16.93	$33,458
PG 03 B 05	6	$16.93	$33,458
PG 03 B 06	7	$17.44	$34,465
PG 03 B 07	8	$17.44	$34,465
PG 03 B 08	9	$17.44	$34,465
PG 03 B 09	10	$17.44	$34,465
PG 03 B 10	11	$17.44	$34,465
PG 03 C 11	12	$17.95	$35,473
PG 03 C 12	13	$17.95	$35,473
PG 03 C 13	14	$17.95	$35,473
PG 03 C 14	15	$17.95	$35,473
PG 03 C 15	16	$17.95	$35,473
PG 03 D 16	17	$18.46	$36,481
PG 03 D 17	18	$18.46	$36,481
PG 03 D 18	19	$18.46	$36,481
PG 03 D 19	20	$18.46	$36,481
PG 03 D 20	21	$18.46	$36,481
PG 03 D 21	22	$18.46	$36,481
PG 03 E	23	$18.97	$37,489
PG 03 F	24	$19.53	$38,597
PG 03 G	25	$20.09	$39,706
PG 03 H	26	$20.66	$40,814
PG 03 I	27	$21.22	$41,923
PG 03 J	28	$22.24	$43,938
PG 03 K	29	$23.26	$45,954
PG 03 L	30	$23.26	$45,954
PG 03 M	31+	$24.42	$48,252

	25-26		
PG04	New Hire Placement	PG04 $/HR	1976 hours annualized
PG 04 A	0-1	$16.68	$32,954
PG 04 B 01	2	$17.19	$33,962
PG 04 B 02	3	$17.19	$33,962
PG 04 B 03	4	$17.19	$33,962
PG 04 B 04	5	$17.19	$33,962
PG 04 B 05	6	$17.19	$33,962
PG 04 B 06	7	$17.70	$34,969
PG 04 B 07	8	$17.70	$34,969
PG 04 B 08	9	$17.70	$34,969
PG 04 B 09	10	$17.70	$34,969
PG 04 B 10	11	$17.70	$34,969
PG 04 C 11	12	$18.21	$35,977
PG 04 C 12	13	$18.21	$35,977
PG 04 C 13	14	$18.21	$35,977
PG 04 C 14	15	$18.21	$35,977
PG 04 C 15	16	$18.21	$35,977
PG 04 D 16	17	$18.72	$36,985
PG 04 D 17	18	$18.72	$36,985
PG 04 D 18	19	$18.72	$36,985
PG 04 D 19	20	$18.72	$36,985
PG 04 D 20	21	$18.72	$36,985
PG 04 D 21	22	$18.72	$36,985
PG 04 E	23	$19.23	$37,993
PG 04 F	24	$19.79	$39,101
PG 04 G	25	$20.35	$40,210
PG 04 H	26	$21.17	$41,822
PG 04 I	27	$21.93	$43,334
PG 04 J	28	$22.95	$45,349
PG 04 K	29	$23.97	$47,365
PG 04 L	30	$23.97	$47,365
PG 04 M	31+	$25.17	$49,743

	25-26		
PG05	New Hire Placement	PG05 $/HR	1976 hours annualized
PG 05 A	0-1	$17.14	$33,861
PG 05 B 01	2	$17.65	$34,868
PG 05 B 02	3	$17.65	$34,868
PG 05 B 03	4	$17.65	$34,868
PG 05 B 04	5	$17.65	$34,868
PG 05 B 05	6	$17.65	$34,868
PG 05 B 06	7	$18.16	$35,876
PG 05 B 07	8	$18.16	$35,876
PG 05 B 08	9	$18.16	$35,876
PG 05 B 09	10	$18.16	$35,876
PG 05 B 10	11	$18.16	$35,876
PG 05 C 11	12	$18.67	$36,884
PG 05 C 12	13	$18.67	$36,884
PG 05 C 13	14	$18.67	$36,884
PG 05 C 14	15	$18.67	$36,884
PG 05 C 15	16	$18.67	$36,884
PG 05 D 16	17	$19.43	$38,396
PG 05 D 17	18	$19.43	$38,396
PG 05 D 18	19	$19.43	$38,396
PG 05 D 19	20	$19.43	$38,396
PG 05 D 20	21	$19.43	$38,396
PG 05 D 21	22	$19.43	$38,396
PG 05 E	23	$20.20	$39,907
PG 05 F	24	$20.96	$41,419
PG 05 G	25	$21.73	$42,931
PG 05 H	26	$22.49	$44,442
PG 05 I	27	$23.26	$45,954
PG 05 J	28	$24.02	$47,465
PG 05 K	29	$24.99	$49,380
PG 05 L	30	$24.99	$49,380
PG 05 M	31+	$26.03	$51,436

	25-26		
PG06	New Hire Placement	PG06 $/HR	1976 hours annualized
PG 06 A	0-1	$17.39	$34,365
PG 06 B 01	2	$17.90	$35,372
PG 06 B 02	3	$17.90	$35,372
PG 06 B 03	4	$17.90	$35,372
PG 06 B 04	5	$17.90	$35,372
PG 06 B 05	6	$17.90	$35,372
PG 06 B 06	7	$18.41	$36,380
PG 06 B 07	8	$18.41	$36,380
PG 06 B 08	9	$18.41	$36,380
PG 06 B 09	10	$18.41	$36,380
PG 06 B 10	11	$18.41	$36,380
PG 06 C 11	12	$18.92	$37,388
PG 06 C 12	13	$18.92	$37,388
PG 06 C 13	14	$18.92	$37,388
PG 06 C 14	15	$18.92	$37,388
PG 06 C 15	16	$18.92	$37,388
PG 06 D 16	17	$19.69	$38,900
PG 06 D 17	18	$19.69	$38,900
PG 06 D 18	19	$19.69	$38,900
PG 06 D 19	20	$19.69	$38,900
PG 06 D 20	21	$19.69	$38,900
PG 06 D 21	22	$19.69	$38,900
PG 06 E	23	$20.45	$40,411
PG 06 F	24	$21.22	$41,923
PG 06 G	25	$21.98	$43,434
PG 06 H	26	$22.75	$44,946
PG 06 I	27	$23.51	$46,458
PG 06 J	28	$24.28	$47,969
PG 06 K	29	$25.50	$50,388
PG 06 L	30	$25.50	$50,388
PG 06 M	31+	$26.78	$52,907

	25-26		
PG07	New Hire Placement	PG07 $/HR	1976 hours annualized
PG 07 A	0-1	$18.87	$37,287
PG 07 B 01	2	$19.38	$38,295
PG 07 B 02	3	$19.38	$38,295
PG 07 B 03	4	$19.38	$38,295
PG 07 B 04	5	$19.38	$38,295
PG 07 B 05	6	$19.38	$38,295
PG 07 B 06	7	$19.89	$39,303
PG 07 B 07	8	$19.89	$39,303
PG 07 B 08	9	$19.89	$39,303
PG 07 B 09	10	$19.89	$39,303
PG 07 B 10	11	$19.89	$39,303
PG 07 C 11	12	$20.40	$40,310
PG 07 C 12	13	$20.40	$40,310
PG 07 C 13	14	$20.40	$40,310
PG 07 C 14	15	$20.40	$40,310
PG 07 C 15	16	$20.40	$40,310
PG 07 D 16	17	$20.91	$41,318
PG 07 D 17	18	$20.91	$41,318
PG 07 D 18	19	$20.91	$41,318
PG 07 D 19	20	$20.91	$41,318
PG 07 D 20	21	$20.91	$41,318
PG 07 D 21	22	$20.91	$41,318
PG 07 E	23	$21.42	$42,326
PG 07 F	24	$22.44	$44,341
PG 07 G	25	$22.95	$45,349
PG 07 H	26	$23.46	$46,357
PG 07 I	27	$23.97	$47,365
PG 07 J	28	$24.48	$48,372
PG 07 K	29	$25.50	$50,388
PG 07 L	30	$25.50	$50,388
PG 07 M	31+	$26.78	$52,907

	25-26			
PG08	New Hire Placement	PG08 $/HR	1728 hours annualized	1976 hours annualized
PG 08 A	0-1	$19.89	$34,370	$39,303
PG 08 B 01	2	$20.40	$35,251	$40,310
PG 08 B 02	3	$20.40	$35,251	$40,310
PG 08 B 03	4	$20.40	$35,251	$40,310
PG 08 B 04	5	$20.40	$35,251	$40,310
PG 08 B 05	6	$20.40	$35,251	$40,310
PG 08 B 06	7	$20.91	$36,132	$41,318
PG 08 B 07	8	$20.91	$36,132	$41,318
PG 08 B 08	9	$20.91	$36,132	$41,318
PG 08 B 09	10	$20.91	$36,132	$41,318
PG 08 B 10	11	$20.91	$36,132	$41,318
PG 08 C 11	12	$21.42	$37,014	$42,326
PG 08 C 12	13	$21.42	$37,014	$42,326
PG 08 C 13	14	$21.42	$37,014	$42,326
PG 08 C 14	15	$21.42	$37,014	$42,326
PG 08 C 15	16	$21.42	$37,014	$42,326
PG 08 D 16	17	$21.93	$37,895	$43,334
PG 08 D 17	18	$21.93	$37,895	$43,334
PG 08 D 18	19	$21.93	$37,895	$43,334
PG 08 D 19	20	$21.93	$37,895	$43,334
PG 08 D 20	21	$21.93	$37,895	$43,334
PG 08 D 21	22	$21.93	$37,895	$43,334
PG 08 E	23	$22.44	$38,776	$44,341
PG 08 F	24	$22.95	$39,658	$45,349
PG 08 G	25	$23.46	$40,539	$46,357
PG 08 H	26	$23.97	$41,420	$47,365
PG 08 I	27	$24.48	$42,301	$48,372
PG 08 J	28	$25.50	$44,064	$50,388
PG 08 K	29	$27.03	$46,708	$53,411
PG 08 L	30	$27.03	$46,708	$53,411
PG 08 M	31+	$28.39	$49,052	$56,092

	25-26				
SBS	New Hire Placement	SBS $/HR	1568 hours annualized	1728 hours annualized	1976 hours annualized
SBS A	0-1	$15.81	$24,790	$27,320	$31,241
SBS B 01	2	$16.32	$25,590	$28,201	$32,248
SBS B 02	3	$16.32	$25,590	$28,201	$32,248
SBS B 03	4	$16.32	$25,590	$28,201	$32,248
SBS B 04	5	$16.32	$25,590	$28,201	$32,248
SBS B 05	6	$16.32	$25,590	$28,201	$32,248
SBS B 06	7	$16.83	$26,389	$29,082	$33,256
SBS B 07	8	$16.83	$26,389	$29,082	$33,256
SBS B 08	9	$16.83	$26,389	$29,082	$33,256
SBS B 09	10	$16.83	$26,389	$29,082	$33,256
SBS B 10	11	$16.83	$26,389	$29,082	$33,256
SBS C 11	12	$17.34	$27,189	$29,964	$34,264
SBS C 12	13	$17.34	$27,189	$29,964	$34,264
SBS C 13	14	$17.34	$27,189	$29,964	$34,264
SBS C 14	15	$17.34	$27,189	$29,964	$34,264
SBS C 15	16	$17.34	$27,189	$29,964	$34,264
SBS D 16	17	$17.85	$27,989	$30,845	$35,272
SBS D 17	18	$17.85	$27,989	$30,845	$35,272
SBS D 18	19	$17.85	$27,989	$30,845	$35,272
SBS D 19	20	$17.85	$27,989	$30,845	$35,272
SBS D 20	21	$17.85	$27,989	$30,845	$35,272
SBS D 21	22	$17.85	$27,989	$30,845	$35,272
SBS E	23	$18.36	$28,788	$31,726	$36,279
SBS F	24	$19.13	$29,988	$33,048	$37,791
SBS G	25	$19.89	$31,188	$34,370	$39,303
SBS H	26	$20.66	$32,387	$35,692	$40,814
SBS I	27	$21.42	$33,587	$37,014	$42,326
SBS J	28	$22.19	$34,786	$38,336	$43,838
SBS K	29	$23.46	$36,785	$40,539	$46,357
SBS L	30	$23.46	$36,785	$40,539	$46,357
SBS M	31+	$24.63	$38,625	$42,566	$48,675

	25-26			
FSRS	New Hire Placement	FSRS $/HR	1728 hours annualized	1976 hours annualized
FSRS A	0-1	$16.83	$29,082	$33,256
FSRS B 01	2	$17.34	$29,964	$34,264
FSRS B 02	3	$17.34	$29,964	$34,264
FSRS B 03	4	$17.34	$29,964	$34,264
FSRS B 04	5	$17.34	$29,964	$34,264
FSRS B 05	6	$17.34	$29,964	$34,264
FSRS B 06	7	$17.85	$30,845	$35,272
FSRS B 07	8	$17.85	$30,845	$35,272
FSRS B 08	9	$17.85	$30,845	$35,272
FSRS B 09	10	$17.85	$30,845	$35,272
FSRS B 10	11	$17.85	$30,845	$35,272
FSRS C 11	12	$18.36	$31,726	$36,279
FSRS C 12	13	$18.36	$31,726	$36,279
FSRS C 13	14	$18.36	$31,726	$36,279
FSRS C 14	15	$18.36	$31,726	$36,279
FSRS C 15	16	$18.36	$31,726	$36,279
FSRS D 16	17	$18.87	$32,607	$37,287
FSRS D 17	18	$18.87	$32,607	$37,287
FSRS D 18	19	$18.87	$32,607	$37,287
FSRS D 19	20	$18.87	$32,607	$37,287
FSRS D 20	21	$18.87	$32,607	$37,287
FSRS D 21	22	$18.87	$32,607	$37,287
FSRS E	23	$19.38	$33,489	$38,295
FSRS F	24	$19.89	$34,370	$39,303
FSRS G	25	$20.40	$35,251	$40,310
FSRS H	26	$21.17	$36,573	$41,822
FSRS I	27	$22.19	$38,336	$43,838
FSRS J	28	$22.95	$39,658	$45,349
FSRS K	29	$24.99	$43,183	$49,380
FSRS L	30	$24.99	$43,183	$49,380
FSRS M	31+	$26.24	$45,351	$51,859

	25-26		
PRS12	New Hire Placement	PRS12 $/HR	1976 hours annualized
PRS12 A	0-1	$17.85	$35,272
PRS12 B 01	2	$18.36	$36,279
PRS12 B 02	3	$18.36	$36,279
PRS12 B 03	4	$18.36	$36,279
PRS12 B 04	5	$18.36	$36,279
PRS12 B 05	6	$18.36	$36,279
PRS12 B 06	7	$18.87	$37,287
PRS12 B 07	8	$18.87	$37,287
PRS12 B 08	9	$18.87	$37,287
PRS12 B 09	10	$18.87	$37,287
PRS12 B 10	11	$18.87	$37,287
PRS12 C 11	12	$19.38	$38,295
PRS12 C 12	13	$19.38	$38,295
PRS12 C 13	14	$19.38	$38,295
PRS12 C 14	15	$19.38	$38,295
PRS12 C 15	16	$19.38	$38,295
PRS12 D 16	17	$19.89	$39,303
PRS12 D 17	18	$19.89	$39,303
PRS12 D 18	19	$19.89	$39,303
PRS12 D 19	20	$19.89	$39,303
PRS12 D 20	21	$19.89	$39,303
PRS12 D 21	22	$19.89	$39,303
PRS12 E	23	$20.66	$40,814
PRS12 F	24	$21.68	$42,830
PRS12 G	25	$22.44	$44,341
PRS12 H	26	$23.97	$47,365
PRS12 I	27	$24.99	$49,380
PRS12 J	28	$26.01	$51,396
PRS12 K	29	$27.29	$53,915
PRS12 L	30	$27.29	$53,915
PRS12 M	31+	$28.39	$56,092

	25-26		
MHSL	New Hire Placement	MHSL $/HR	1545 hours annualized
MHSL A	0-1	$16.73	$25,845
MHSL B 01	2	$17.23	$26,617
MHSL B 02	3	$17.23	$26,617
MHSL B 03	4	$17.23	$26,617
MHSL B 04	5	$17.23	$26,617
MHSL B 05	6	$17.23	$26,617
MHSL B 06	7	$17.75	$27,421
MHSL B 07	8	$17.75	$27,421
MHSL B 08	9	$17.75	$27,421
MHSL B 09	10	$17.75	$27,421
MHSL B 10	11	$17.75	$27,421
MHSL C 11	12	$18.28	$28,240
MHSL C 12	13	$18.28	$28,240
MHSL C 13	14	$18.28	$28,240
MHSL C 14	15	$18.28	$28,240
MHSL C 15	16	$18.28	$28,240
MHSL D 16	17	$18.83	$29,091
MHSL D 17	18	$18.83	$29,091
MHSL D 18	19	$18.83	$29,091
MHSL D 19	20	$18.83	$29,091
MHSL D 20	21	$18.83	$29,091
MHSL D 21	22	$18.83	$29,091
MHSL E	23	$19.39	$29,958
MHSL F	24	$19.97	$30,856
MHSL G	25	$20.57	$31,786
MHSL H	26	$21.20	$32,747
MHSL I	27	$22.04	$34,055
MHSL J	28	$22.92	$35,410
MHSL K	29	$23.97	$37,034
MHSL L	30	$23.97	$37,034
MHSL M	31+	$25.17	$38,893

	25-26		
MSO	New Hire Placement	MSO $/HR	1728 hours annualized
MSO A	0-1	$16.17	$27,937
MSO B 01	2	$16.52	$28,553
MSO B 02	3	$16.52	$28,553
MSO B 03	4	$16.52	$28,553
MSO B 04	5	$16.52	$28,553
MSO B 05	6	$16.52	$28,553
MSO B 06	7	$16.88	$29,170
MSO B 07	8	$16.88	$29,170
MSO B 08	9	$16.88	$29,170
MSO B 09	10	$16.88	$29,170
MSO B 10	11	$16.88	$29,170
MSO C 11	12	$17.24	$29,787
MSO C 12	13	$17.24	$29,787
MSO C 13	14	$17.24	$29,787
MSO C 14	15	$17.24	$29,787
MSO C 15	16	$17.24	$29,787
MSO D 16	17	$17.75	$30,669
MSO D 17	18	$17.75	$30,669
MSO D 18	19	$17.75	$30,669
MSO D 19	20	$17.75	$30,669
MSO D 20	21	$17.75	$30,669
MSO D 21	22	$17.75	$30,669
MSO E	23	$18.26	$31,550
MSO F	24	$18.77	$32,431
MSO G	25	$19.28	$33,312
MSO H	26	$20.04	$34,634
MSO I	27	$20.81	$35,956
MSO J	28	$21.57	$37,278
MSO K	29	$23.46	$40,539
MSO L	30	$23.46	$40,539
MSO M	31+	$24.63	$42,566

	25-26		
PRINT	New Hire Placement	PRINT $/HR	1976 hours annualized
PRINT A	0-1	$20.15	$39,807
PRINT B 01	2	$20.40	$40,310
PRINT B 02	3	$20.40	$40,310
PRINT B 03	4	$20.40	$40,310
PRINT B 04	5	$20.40	$40,310
PRINT B 05	6	$20.40	$40,310
PRINT B 06	7	$20.91	$41,318
PRINT B 07	8	$20.91	$41,318
PRINT B 08	9	$20.91	$41,318
PRINT B 09	10	$20.91	$41,318
PRINT B 10	11	$20.91	$41,318
PRINT C 11	12	$21.42	$42,326
PRINT C 12	13	$21.42	$42,326
PRINT C 13	14	$21.42	$42,326
PRINT C 14	15	$21.42	$42,326
PRINT C 15	16	$21.42	$42,326
PRINT D 16	17	$21.93	$43,334
PRINT D 17	18	$21.93	$43,334
PRINT D 18	19	$21.93	$43,334
PRINT D 19	20	$21.93	$43,334
PRINT D 20	21	$21.93	$43,334
PRINT D 21	22	$21.93	$43,334
PRINT E	23	$22.44	$44,341
PRINT F	24	$22.95	$45,349
PRINT G	25	$23.46	$46,357
PRINT H	26	$23.97	$47,365
PRINT I	27	$24.48	$48,372
PRINT J	28	$24.99	$49,380
PRINT K	29	$25.50	$50,388
PRINT L	30	$25.50	$50,388
PRINT M	31+	$26.78	$52,907

APPENDIX C – NON-INSTRUCTIONAL SUPPLEMENTS

Workshops (series of three 1975-76)	$10.00
Approved Courses prior to 7/1/81	$3.00
Approved Course after 7/1/81	$5.00
Approved workshops after 7/1/84	$5.00
Shift Differential for School Secretary	$25.00*

*To receive the shift differential, employee's regular work assignment must begin after 1:30 p.m. and terminate after 9:30 p.m.

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

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

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

Translation Services: Staff who provide translation services, either verbal or written, outside of their job description, during scheduled breaks or during planned paid working periods will receive $20 per hour rounded up to the nearest quarter hour. Translation must be requested by an administrator to perform these services. A volunteer list of skilled translators must be maintained, and translators rotated equitably as appropriate. This section does not apply to sign language interpreting services within the applicable job description. Under the Fair Labor Standards Act Non-Exempt Employees cannot translate/work during paid breaks or unpaid meal periods.

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

APPENDIX D - OFFICIAL GRIEVANCE FORM

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

APPENDIX E – GROUND RULES

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

POLK COUNTY PUBLIC SCHOOLS
STUDENTS FIRST

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

2025-2026
DISTRICT MANAGED IMPROVEMENT SCHOOLS- RESPONSE TO DATA TEACHER OPPORTUNITIES TO ASSIST STUDENTS WITH CURRICULUM STANDARDS

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

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

WHEREAS Response to Data (RTD) is a District collaboration between school leadership teams to create actionable steps to increase student achievement in focused areas. Identified students receive additional support with District-created lessons. Data is collected to measure effectiveness of the intervention and measure growth towards the target.

NOW, THEREFORE, with the mutual goal of increasing student achievement, the parties agree to implement RTD as a strategy to move students toward mastery in ELA, Math and Science. Select students will be pulled from elective courses twice per week to work with teachers and paraeducators who volunteer to assist with identified curriculum standards.

1. **Teacher Duties and Stipend Compensation**

   Teachers who volunteer will be compensated by receiving their hourly rate (subject to applicable IRS tax rate) for no more than three (3) hours per week, including two (2) hours for student tutoring and one (1) hour for planning time. The three hours per week are to be documented on a Special Activities Time Log to be processed for the following month's pay period.

2. **Substitutes and/or Paraeducator (Non-Exempt Employee)**

   Paraeducators and Kelly Educational Services substitutes are not eligible for compensation under this agreement.

3. Educational Support Personnel

Should the additional payroll recordkeeping duties and responsibilities associated with processing the extra teacher and paraeducator paid planning time, the secretary responsible will log hours worked according to ESP Article 5.13, "Overtime: "Overtime" shall be defined as hours worked in excess of forty (40) hours during the basic work week."

4. List of District Managed Schools- The following list of schools may be modified after PM3 Data is analyzed but before May 30, 2025, to give notice to schools who may fall under District Managed Improvement Schools. The following schools are under District Management Improvement in the 2024-2025 school year, and they currently listed in this Agreement unless their PM3 data shows they would be removed.

Auburndale High School
Kathleen High School
McLaughlin Academy of Excellence
Crystal Lake Middle School
Stambaugh Middle School
Crystal Lake Elementary School
North Lakeland Elementary School

This Memorandum of Understanding will expire on June 30, 2026.

POLK EDUCATION ASSOCIATION, INC.	**POLK COUNTY SCHOOL DISTRICT**
By: _____	**By:** _____
Stephanie Yocum	**Frederick R. Heid**
President	**Superintendent**
Polk Education Association	**Polk County Public Schools**
5/22/25	5/27/25
Date	**Date**

c: Jason Pitts, Deputy Superintendent, Chief of Staff
Brian Warren, Associate Superintendent, Human Resource Services
Nicole Bennett, Regional Assistant Superintendent, Transformation
Andrew Baldwin, Senior Director, Federal Programs
Tara McDowell, Senior Director, Payroll Department, Business Services
Dr. Curtis Williams, Senior Director, Human Resource Services
Alyson Dort, Director, Title I, Federal Programs

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

2025-2026 TEACHER PRE-PLANNING DAYS
WITH STUDENT ORIENTATION GUIDELINES

This Memorandum of Understanding (MOU) memorializes the parties' agreement to amend the teacher workday and staff development day structure during the six (6) Teacher Pre-planning days (Staff Development and Teacher Workdays) and set consistent parameters for student orientation schedules.

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

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

WHEREAS the Polk County School District and PEA mutually agree that new parameters for designated teacher workdays and teacher staff development days should be agreed upon for Teacher Pre-planning days; and

WHEREAS the Polk County School District and PEA mutually agree that consistent guidelines for student orientation days should be set during Teacher Pre-planning week.

CONTRACT RECITALS

TEACHER ARTICLE III - SCHOOL CALENDAR

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

TEACHER ARTICLE VI – TEACHING CONDITIONS

MEMORANDUM OF UNDERSTANDING
2023-2024 AND 2024-2025 SCHOOL CALENDARS
PRE-PLANNING DAYS WITH ORIENTATION GUIDELINES

6.1-1 As a part of teachers' professional responsibilities, they are expected to attend such after school activities as: parent-teacher meetings, open house, graduation. The parties recognize that teachers have obligations outside their professional responsibilities and agree that schedules for such activities shall be provided no later than the last day of teacher pre-planning of each school year and that flex time be provided to those participating teachers by mutual agreement of the principal and teachers.

6.1-2 With the exception of the last grading period, grades will be due by the end of the duty day of the second working day following the end of the grading period. For the last grading period, middle and high school grades will be due at 8:00 a.m. on the first workday following the last student contact day. For teachers of graduating seniors, grades will be due one (1) day before the last official school day for seniors. Grades should be submitted no later than the end of the duty day for this group and the date will be determined during second semester. For elementary schools, grades will be due on the 172nd student day. The exact due dates and time for grades will be published within the school calendar whenever possible.

6.2 Teacher Workday: The workday for all teachers shall be no more than 7¾ hours. On non-student days teachers shall have a one (1) hour lunch break.

PARAEDUCATOR ARTICLE II – DEFINITIONS

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.

PARAEDUCATOR ARTICLE IX - SALARIES

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.)

MEMORANDUM OF UNDERSTANDING
2023-2024 AND 2024-2025 SCHOOL CALENDARS
PRE-PLANNING DAYS WITH ORIENTATION GUIDELINES

ESP ARTICLE IV - COMPENSATION

15.9 Pay for Overtime: One and one-half (1 1/2) times the regular straight time hourly rate of pay shall be paid for hours worked in excess of forty during the basic work week. Personnel whose normal work week is 37 1/2 hours shall be paid their regular rate of pay up to 40 hours, overtime will be paid after 40 hours of work has been performed. Payment of overtime shall not be duplicated for the same hours worked.

15.9-1 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.

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

I. 2025-2026 DATES

The following are the 2025-2026 six (6) Teacher Workdays reserved for self-directed teacher planning time and four (4) Staff development Days designated to Administration.

a. On non-student days, all employees covered under PEA CBAs shall have a one (1) hour lunch break.
b. On full 7.75-hour Teacher Workdays (planning time) the principal may schedule and hold one (1) Faculty Meeting of up to sixty (60) consecutive minutes during the day.
c. Split Days: The 7.75-hour teacher contract day is divided between administration-directed staff development (half-day morning) and self-directed teacher planning time (half-day afternoon).
[7.75 hours minus 1 hour lunch=6.75 hours/2=3.375 hours (3 hours and 22 minutes = half day)]
d. Full 7.75-hour Teacher Workdays will follow the language in Teacher CBA.

1. **Friday, August 1, 2025** ***Split Day***
2. **Monday, August 4, 2025** ***Split Day***
3. **Tuesday, August 5, 2025 Secondary/K-8 Orientation** ***Full Teacher Workday***
Orientation scheduling guidelines are outlined below.
4. **Wednesday, August 6, 2025** ***District Contact Day- Full Staff Development Day***

5. **Thursday, August 7, 2025 Elementary Orientation *Full Teacher Workday*** Orientation scheduling guidelines are outlined below.
6. **Friday, August 8, 2025 *Split Day***
7. **Monday, October 13, 2025 *Split Day***
8. **Monday, January 5, 2026 *Full Teacher Workday***
9. **Tuesday, January 6, 2026 Staff Development Day**
10. **Friday, May 29, 2026 *Full Teacher Workday***

II. Student Orientation Dates and Guidelines

A. 2025-2026

Tuesday, August 5, 2025	K-8, Middle and High School Student Orientation
Thursday, August 7, 2025	Elementary Student Orientation
	First Paraeducator Workday of 186-Day Contract

1. School Orientations will be held during the hours of 12pm-7pm on the dates listed above, not to exceed 7:00pm. with no more than 2 orientation sessions scheduled for a school.

2. Orientation duties for any staff covered under the PEA Collective Bargaining Agreements are limited to up to three (3) hours during the designated Student Orientation Day set forth in the School Board approved 2025-2026 School Calendar. An up to 60 consecutive minute faculty meeting during a full teacher workday will not occur on the school's designated orientation day.

3. Up to three (3) hours of teacher flexible (flex) time will be mutually agreed to by the supervisor and the teacher to use during the Pre-planning week.

4. The up to three (3) hours of teacher flexible (flex) time will be mutually agreed to by the supervisor and the teacher to use during the Pre-planning week.

5. **Paraeducators and ESP Clerical Staff Working Outside Their Contractual Hours-** Paraeducators and ESPs may be directed to perform duties during Orientation Times for their specific worksite during their contracted workdays. Should Paraeducator or ESP attendance be deemed necessary by mutual agreement

of the principal and the employee to work during an Orientation Time outside of their contractual workday, the Paraeducator or ESP must be paid at their regular hourly rate of pay.

6. Secondary or K-8 school Paraeducators and ESPs agreeing to work during Orientation prior to their regular contracted work schedule on Thursday, August 7, 2025, must be paid their regular hourly rate of pay for Orientation duties for no more than two (2) hours.

7. Orientation schedules must be provided to staff no later than two weeks prior to the first official workday for teachers. For staff hired after this deadline, the orientation date and schedule must be provided at the time of position acceptance.

III. Elementary School Grades Due Date: The grades due date in Teacher Article 6.1-2 will be amended from the 172nd student day to the 176th student day. The parties agree to include this revision with the next ratification process.

> **6.1-2** With the exception of the last grading period, grades will be due by the end of the duty day of the second working day following the end of the grading period. For the last grading period, middle and high school grades will be due at 8:00 a.m. on the first workday following the last student contact day. For teachers of graduating seniors, grades will be due one (1) day before the last official school day for seniors. Grades should be submitted no later than the end of the duty day for this group and the date will be determined during second semester. For elementary schools, grades will be due on the 176th student day. The exact due dates and time for grades will be published within the school calendar whenever possible.

MEMORANDUM OF UNDERSTANDING
2023-2024 AND 2024-2025 SCHOOL CALENDARS
PRE-PLANNING DAYS WITH ORIENTATION GUIDELINES

This agreement will expire June 30, 2026.

POLK EDUCATION ASSOCIATION, INC.

By: _____
Stephanie Yocum
President
Polk Education Association

5/22/25
Date

POLK COUNTY SCHOOL DISTRICT

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

5/27/25
Date

c: Jason Pitts, Chief of Staff, Deputy Superintendent
Wayne Green, Deputy Superintendent
Joseph McNaughton, III, Associate Superintendent, Chief Academic Officer
Tammy Williams, Assistant Superintendent, Learning Support
Business Services Finance and Payroll Departments
Human Resource Services

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

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

2025-2026
DISTRICT MANAGED SCHOOL IMPROVEMENT SCHOOLS

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

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

WHEREAS, Section 1008.33, *Florida Statutes* (2023), authorizes the State Board of Education to apply intensive intervention and support strategies tailored to the needs of schools earning consecutive grades of "D" or a grade of "F." PCPS must immediately implement intervention and support strategies prescribed in rule and by September 1 provide the FDOE with the memorandum of understanding negotiated pursuant to s. 1001.42(21); and,

WHEREAS Section 1001.42(21), *F.S.* (2023), provides that an educational emergency exists when one or more schools in the District have a school grade of "D" or "F," and PCPS must implement intervention programs and support strategies to improve student performance, and provide the FDOE with a negotiated memorandum of understanding regarding the selection, placement, and expectations of instructional personnel in these schools.

NOW, THEREFORE, with the mutual goal of increasing student achievement the parties agree to additional expectations and requirements for school-based staff for the 2025-2026 school year.

1. **Mandatory July 2025 Professional Development**

   In addition to the Teacher Staff Development Days defined in the School Calendar, all school-based instructional personnel, to include paraeducators and classroom and non-classroom instructional staff, must participate in four (4) days of early return professional development (PD) July 28, 2025-July 31, 2025. Itinerant teachers who are scheduled to work at any of these schools may choose to participate.

   a. **List of District Managed Schools-** The following list of schools may be modified after

PM3 Data is analyzed but before May 30, 2025, to give notice to schools who may fall under District Managed Improvement Schools. The following schools are under District Management Improvement in the 2024-2025 school year, and they currently listed in this Agreement unless their PM3 data shows they would be removed.

Auburndale High School
Kathleen High School
McLaughlin Academy of Excellence
Crystal Lake Middle School
Stambaugh Middle School
Crystal Lake Elementary School
North Lakeland Elementary School

b. Affected staff at listed school(s) will be informed of the mandatory professional development and reporting hours immediately upon signature of both parties.

c. Staff at schools initially not listed but subsequently added to the list by the Florida Department of Education (FDOE) following the anticipated July release of school grades, will be promptly notified of this possibility as soon as the district receives the updated list of potentially included schools. If a school is added to this list after May 30, 2025, this July professional development will be voluntary for staff at added schools.

d. Should an employee have a conflict regarding mandatory participation, the employee must request a later training opportunity outside of the regular duty day to be considered for approval on a case-by-case basis.

e. Compensation: The summer workday will be the same as the regular school year (7.75 daily hours). Instructional employees will be paid their regular hourly rate of pay, including a one (1)-hour paid lunch. Paraeducators will work the same 7.75-hour day as teachers and be compensated at their regular hourly rate.

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

2. Teacher Retention at School Improvement Schools

The expectation is for all teachers at the identified school to embrace the terms of this agreement and sign the attached Employee Agreement for the 2025-2026 school year.

Prior to the start of the school year should an existing employee at any school not agree to the expectations, the Article 17.4 and 14.4-2 voluntary intent to transfer and application process will be followed: "17.4-2 Request for Transfer Between School Years: It is the responsibility of the teacher to notify the principals where vacancies exist in order to be considered for the vacancy. The transfer will be subject to approval by the District Certification Compliance Department. A principal will only be notified of an employee's intent to transfer ten (10) workdays after the teacher has filed the intent to transfer form."

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

The expectation is for all teachers at the listed school to embrace the terms of this agreement for the 2025-2026 school year.

3. Improvement/Movement of Teachers throughout the School Year

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

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

Teachers in need of improvement will only be transferred out if an *Effective* or *Highly Effective* teacher (based on 2024-2025 overall evaluation) is available to fill the position. The decision to reassign a teacher will be made in conjunction with the Superintendent's designee as applicable. Prior to removing teachers from the school, the Human Resource Services Division will work with school administration and the PEA to ensure alternate placement of identified instructional personnel in accordance with Techer Article 17.6-1:

"In unusual and special circumstances, the Superintendent may recommend to the Board that a teacher be transferred from one position to another specific position for good and sufficient reasons. Any teacher being transferred under this section may not be placed into an out-of-field assignment or a position for which the teacher is not fully qualified, and the teacher may request written reasons for the transfer. Such transfers are effective upon the Superintendent's recommendation. Subsequent approval is required on the next available School Board Meeting agenda. Refusal by the teacher to accept such assignment shall release the Board from further obligation to that employee."

4. Lesson Plans

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

5. Teacher Effectiveness

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

a. Other instructional staff, including but not limited to ESE and ESOL, that generate a

prior year (2024-2025) state VAM rating will also be considered a core teacher.

b. Non-VAM evaluated teachers such as science and social studies must demonstrate an overall prior year (2024-2025) PCPS Student Achievement Objective (SAO) Evaluation rating of *Highly Effective* or *Effective* to be retained.

c. Teachers within their first year of teaching, and/or new to the District, and without an evaluation or student learning data source, will be considered *Effective* for purposes of this agreement.

6. School-based Coaches and Interventionists

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

a. All current content-specific support staff (coaches/interventionists) will be reevaluated for the placement of candidates.

b. Coaches/interventionists will be held to the same expectations as classroom teachers at the school.

c. Coaches/interventionists must demonstrate an overall prior year (2024-2025) PCPS Student Achievement Objective (SAO) Evaluation rating of *Highly Effective* or *Effective* to be retained at the school.

d. Coaches/interventionists may be subject to an involuntary transfer to a position for which they are certified and qualified at a non-DA school if the coach/interventionist has an overall evaluation rating of less than *Effective* for the 2024-2025 school year.

7. Professional Development

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

a. Should there be a need, school administration will notify affected teachers regarding any mandatory staff development dates and specific work hours by email, phone calls

and social media outlets.

b. Should a current teacher have a conflict regarding mandatory attendance, a request for a later training opportunity outside of the regular duty day will be considered on a case-by-case basis.

c. Teachers newly hired/transferred to the school after any mandatory training dates will be offered comparable staff development outside of the regular duty day at a future date.

d. Any mandatory staff development during the school year that is held beyond the regular duty day will be remunerated at the employee's regular hourly rate of pay.

8. Funding

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

This Memorandum of Understanding will expire June 30, 2026.

POLK COUNTY SCHOOL DISTRICT

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

5/27/25
Date

POLK EDUCATION ASSOCIATION, INC.

By: _____
Stephanie Yocum
President
Polk Education Association, Inc.

5/22/25
Date

Attachment: 2025-2026 Employee Agreement

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

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

2025-2026 EMPLOYEE AGREEMENT

This Agreement is entered into this _____ day of _____, 2025, by and between the Polk County Public Schools (PCPS), and Employee, _____ [*print full name*] a _____ [*job title*] at _____, a Turnaround Option Plan (TOP) school. The PCPS and the Polk Education Association, Inc. (PEA), the certified bargaining agent representing instructional and non-instructional employees reached the attached Memorandum of Understanding with provisions regarding the selection, placement and expectations for the 2025-2026 school year.

_____ *Initials*

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

_____ *Initials*

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

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

_____

Employee Signature **PCPS Personnel ID#** **Date Signed**

Original: PCPS Personnel File (Human Resource Services, Route E)
Copies: Employee and Principal

POLK COUNTY PUBLIC SCHOOLS
STUDENTS FIRST

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

2025-2026
SCHOOL SITE MANAGED SCHOOLS- RESPONSE TO DATA TEACHER OPPORTUNITIES TO ASSIST STUDENTS WITH CURRICULUM STANDARDS

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

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

WHEREAS Response to Data (RTD) is a District collaboration between school leadership teams to create actionable steps to increase student achievement in focused areas. Identified students receive additional support with District-created lessons. Data is collected to measure effectiveness of the intervention and measure growth towards the target.

NOW, THEREFORE, with the mutual goal of increasing student achievement, the parties agree to implement RTD as a strategy to move students toward mastery in ELA, Math and Science. Select students will be pulled from elective courses twice per week to work with teachers and paraeducators who volunteer to assist with identified curriculum standards.

1. **Teacher Duties and Stipend Compensation**

   Teachers who volunteer will be compensated by receiving their hourly rate (subject to applicable IRS tax rate) for no more than three (3) hours per week, including two (2) hours for student tutoring and one (1) hour for planning time. The three hours per week are to be documented on a Special Activities Time Log to be processed for the following month's pay period.

2. **Substitutes and/or Paraeducator (Non-Exempt Employee)**

   Paraeducators and Kelly Educational Services substitutes are not eligible for compensation under this agreement.

POLK COUNTY PUBLIC SCHOOLS
STUDENTS FIRST

3. Educational Support Personnel

Should the additional payroll recordkeeping duties and responsibilities associated with processing the extra teacher and paraeducator paid planning time, the secretary responsible will log hours worked according to ESP Article 5.13, "Overtime: "Overtime" shall be defined as hours worked in excess of forty (40) hours during the basic work week."

4. Eligible Schools

All PCPS schools except for the seven State Graded D schools, which are addressed in the District Managed Improvement Schools RTD MOU are eligible if the school is utilizing Grant or Title Funding to support the RTD program. The seven schools included in that MOU are: Auburndale High School, Crystal Lake Elementary School, Crystal Lake Middle School, Kathleen High School, McLaughlin Academy of Excellence, North Lakeland Elementary School, and Stambaugh Middle School.

Schools that decide to offer RTD with local Grant or Title funding must notify their Regional Superintendent and Associate Superintendent of Human Resource Services BEFORE implementing RTD at the school site. A list of locally participating RTD schools will be provided to the Association by Human Resource Services before the school implements RTD.

This Memorandum of Understanding will expire on June 30, 2026.

POLK EDUCATION ASSOCIATION, INC.	**POLK COUNTY SCHOOL DISTRICT**
By: _____	**By:** _____
Stephanie Yocum	**Frederick R. Heid**
President	**Superintendent**
Polk Education Association	**Polk County Public Schools**
5/22/25	5/27/25
Date	**Date**

c: Jason Pitts, Deputy Superintendent, Chief of Staff
Brian Warren, Associate Superintendent, Human Resource Services
Nicole Bennett, Regional Assistant Superintendent, Transformation
Andrew Baldwin, Senior Director, Federal Programs
Tara McDowell, Senior Director, Payroll Department, Business Services
Dr. Curtis Williams, Senior Director, Human Resource Services
Alyson Dort, Director, Title I, Federal Programs

POLK COUNTY PUBLIC SCHOOLS
STUDENTS FIRST

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

2025-2026
DISTRICT MANAGED IMPROVEMENT SCHOOLS- RESPONSE TO DATA TEACHER OPPORTUNITIES TO ASSIST STUDENTS WITH CURRICULUM STANDARDS

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

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

WHEREAS Response to Data (RTD) is a District collaboration between school leadership teams to create actionable steps to increase student achievement in focused areas. Identified students receive additional support with District-created lessons. Data is collected to measure effectiveness of the intervention and measure growth towards the target.

NOW, THEREFORE, with the mutual goal of increasing student achievement, the parties agree to implement RTD as a strategy to move students toward mastery in ELA, Math and Science. Select students will be pulled from elective courses twice per week to work with teachers and paraeducators who volunteer to assist with identified curriculum standards.

1. Teacher Duties and Stipend Compensation

Teachers who volunteer will be compensated by receiving their hourly rate (subject to applicable IRS tax rate) for no more than three (3) hours per week, including two (2) hours for student tutoring and one (1) hour for planning time. The three hours per week are to be documented on a Special Activities Time Log to be processed for the following month's pay period.

2. Substitutes and/or Paraeducator (Non-Exempt Employee)

Paraeducators and Kelly Educational Services substitutes are not eligible for compensation under this agreement.

MEMORANDUM OF UNDERSTANDING
RESPONSE TO DATA SCHOOLS
TEACHER AND PARAEDUCATOR OPPORTUNITIES

3. Educational Support Personnel

Should the additional payroll recordkeeping duties and responsibilities associated with processing the extra teacher and paraeducator paid planning time, the secretary responsible will log hours worked according to ESP Article 5.13, "Overtime: "Overtime" shall be defined as hours worked in excess of forty (40) hours during the basic work week."

4. List of District Managed Schools- The following list of schools may be modified after PM3 Data is analyzed but before May 30, 2025, to give notice to schools who may fall under District Managed Improvement Schools. The following schools are under District Management Improvement in the 2024-2025 school year, and they currently listed in this Agreement unless their PM3 data shows they would be removed.

Crystal Lake Middle School
North Lakeland Elementary School
Dixieland Elementary School
Kathleen Middle School
Eagle Lake Elementary School
~~**Auburndale High School**~~
~~**Kathleen High School**~~
~~**McLaughlin Academy of Excellence**~~
~~**Stambaugh Middle School**~~
~~**Crystal Lake Elementary School**~~

This Memorandum of Understanding will expire on June 30, 2026.

POLK EDUCATION ASSOCIATION, INC.	**POLK COUNTY SCHOOL DISTRICT**
By: _____	**By:** _____
Stephanie Yocum	**Frederick R. Heid**
President	**Superintendent**
Polk Education Association	**Polk County Public Schools**
7/30/25	8/5/25
Date	**Date**

POLK COUNTY
PUBLIC SCHOOLS
STUDENTS FIRST

c: Jason Pitts, Deputy Superintendent, Chief of Staff
Brian Warren, Associate Superintendent, Human Resource Services
Nicole Bennett, Regional Assistant Superintendent, Transformation
Andrew Baldwin, Senior Director, Federal Programs
Tara McDowell, Senior Director, Payroll Department, Business Services
Dr. Curtis Williams, Senior Director, Human Resource Services
Alyson Dort, Director, Title I, Federal Programs

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

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

2025-2026
DISTRICT MANAGED SCHOOL IMPROVEMENT SCHOOLS

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

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

WHEREAS, Section 1008.33. *Florida Statutes* (2023), authorizes the State Board of Education to apply intensive intervention and support strategies tailored to the needs of schools earning consecutive grades of "D" or a grade of "F." PCPS must immediately implement intervention and support strategies prescribed in rule and by September 1 provide the FDOE with the memorandum of understanding negotiated pursuant to s. 1001.42(21); and,

WHEREAS Section 1001.42(21), *F.S.* (2023), provides that an educational emergency exists when one or more schools in the District have a school grade of "D" or "F," and PCPS must implement intervention programs and support strategies to improve student performance, and provide the FDOE with a negotiated memorandum of understanding regarding the selection, placement, and expectations of instructional personnel in these schools.

NOW, THEREFORE, with the mutual goal of increasing student achievement the parties agree to additional expectations and requirements for school-based staff for the 2025-2026 school year.

1. **Mandatory July 2025 Professional Development**

   In addition to the Teacher Staff Development Days defined in the School Calendar, all school-based instructional personnel, to include paraeducators and classroom and non-classroom instructional staff, must participate in four (4) days of early return professional development (PD) July 28, 2025-July 31, 2025. Itinerant teachers who are scheduled to work at any of these schools may choose to participate.

   a. **List of District Managed Schools-** The following list of schools may be modified after

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

PM3 Data is analyzed but before May 30, 2025, to give notice to schools who may fall under District Managed Improvement Schools. The following schools are under District Management Improvement in the 2024-2025 school year, and they currently listed in this Agreement unless their PM3 data shows they would be removed.

Crystal Lake Middle School
North Lakeland Elementary School
Auburndale High School
Kathleen High School
McLaughlin Academy of Excellence
Stambaugh Middle School
Crystal Lake Elementary School

b. Affected staff at listed school(s) will be informed of the mandatory professional development and reporting hours immediately upon signature of both parties.

c. Staff at schools initially not listed but subsequently added to the list by the Florida Department of Education (FDOE) following the anticipated July release of school grades, will be promptly notified of this possibility as soon as the district receives the updated list of potentially included schools. If a school is added to this list after May 30, 2025, this July professional development will be voluntary for staff at added schools.

d. Should an employee have a conflict regarding mandatory participation, the employee must request a later training opportunity outside of the regular duty day to be considered for approval on a case-by-case basis.

e. Compensation: The summer workday will be the same as the regular school year (7.75 daily hours). Instructional employees will be paid their regular hourly rate of pay, including a one (1)-hour paid lunch. Paraeducators will work the same 7.75-hour day as teachers and be compensated at their regular hourly rate.

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

2. Teacher Retention at School Improvement Schools

The expectation is for all teachers at the identified school to embrace the terms of this agreement and sign the attached Employee Agreement for the 2025-2026 school year.

Prior to the start of the school year should an existing employee at any school not agree to the expectations, the Article 17.4 and 14.4-2 voluntary intent to transfer and application process will be followed: "17.4-2 Request for Transfer Between School Years: It is the responsibility of the teacher to notify the principals where vacancies exist in order to be considered for the vacancy. The transfer will be subject to approval by the District Certification Compliance Department. A principal will only be notified of an employee's intent to transfer ten (10) workdays after the teacher has filed the intent to transfer form."

The expectation is for all teachers at the listed school to embrace the terms of this agreement for the 2025-2026 school year.

3. Improvement/Movement of Teachers throughout the School Year

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

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

Teachers in need of improvement will only be transferred out if an *Effective* or *Highly Effective* teacher (based on 2024-2025 overall evaluation) is available to fill the position. The decision to reassign a teacher will be made in conjunction with the Superintendent's designee as applicable. Prior to removing teachers from the school, the Human Resource Services Division will work with school administration and the PEA to ensure alternate placement of identified instructional personnel in accordance with Techer Article 17.6-1:

"In unusual and special circumstances, the Superintendent may recommend to the Board that a teacher be transferred from one position to another specific position for good and sufficient reasons. Any teacher being transferred under this section may not be placed into an out-of-field assignment or a position for which the teacher is not fully qualified, and the teacher may request written reasons for the transfer. Such transfers are effective upon the Superintendent's recommendation. Subsequent approval is required on the next available School Board Meeting agenda. Refusal by the teacher to accept such assignment shall release the Board from further obligation to that employee."

4. Lesson Plans

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

5. Teacher Effectiveness

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

a. Other instructional staff, including but not limited to ESE and ESOL, that generate a

prior year (2024-2025) state VAM rating will also be considered a core teacher.

b. Non-VAM evaluated teachers such as science and social studies must demonstrate an overall prior year (2024-2025) PCPS Student Achievement Objective (SAO) Evaluation rating of *Highly Effective* or *Effective* to be retained.

c. Teachers within their first year of teaching, and/or new to the District, and without an evaluation or student learning data source, will be considered *Effective* for purposes of this agreement.

6. School-based Coaches and Interventionists

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

a. All current content-specific support staff (coaches/interventionists) will be reevaluated for the placement of candidates.

b. Coaches/interventionists will be held to the same expectations as classroom teachers at the school.

c. Coaches/interventionists must demonstrate an overall prior year (2024-2025) PCPS Student Achievement Objective (SAO) Evaluation rating of *Highly Effective* or *Effective* to be retained at the school.

d. Coaches/interventionists may be subject to an involuntary transfer to a position for which they are certified and qualified at a non-DA school if the coach/interventionist has an overall evaluation rating of less than *Effective* for the 2024-2025 school year.

7. Professional Development

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

a. Should there be a need, school administration will notify affected teachers regarding any mandatory staff development dates and specific work hours by email, phone calls

and social media outlets.

b. Should a current teacher have a conflict regarding mandatory attendance, a request for a later training opportunity outside of the regular duty day will be considered on a case-by-case basis.

c. Teachers newly hired/transferred to the school after any mandatory training dates will be offered comparable staff development outside of the regular duty day at a future date.

d. Any mandatory staff development during the school year that is held beyond the regular duty day will be remunerated at the employee's regular hourly rate of pay.

8. Funding

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

This Memorandum of Understanding will expire June 30, 2026.

POLK COUNTY SCHOOL DISTRICT

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

8/5/25
Date

POLK EDUCATION ASSOCIATION, INC.

By: _____
Stephanie Yocum
President
Polk Education Association, Inc.

7/30/25
Date

Attachment: 2025-2026 Employee Agreement

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

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

2025-2026 EMPLOYEE AGREEMENT

This Agreement is entered into this _____ day of _____, 2025, by and between the Polk County Public Schools (PCPS), and Employee, _____ [*print full name*] a _____ [*job title*] at _____, a Turnaround Option Plan (TOP) school. The PCPS and the Polk Education Association, Inc. (PEA), the certified bargaining agent representing instructional and non-instructional employees reached the attached Memorandum of Understanding with provisions regarding the selection, placement and expectations for the 2025-2026 school year.

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

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

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

_____

Employee Signature **PCPS Personnel ID#** **Date Signed**

Original: PCPS Personnel File (Human Resource Services, Route E)
Copies: Employee and Principal

MEMORANDUM OF UNDERSTANDING DIFFERENTIATED ACCOUNTABILITY (DA) and TURNAROUND OPTION PLAN (TOP) RETENTION AND PERFORMANCE INCENTIVES FOR CRYSTAL LAKE MIDDLE SCHOOL AND NORTH LAKELAND ELEMENTARY

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF POLK COUNTY, FLORIDA AND
THE POLK EDUCATION ASSOCIATION, INC.
2025-2026
CRYSTAL LAKE MIDDLE SCHOOL AND NORTH LAKELAND ELEMENTARY

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

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

WHEREAS, Section 1008.33. *Florida Statutes* (2023), authorizes the State Board of Education to apply intensive intervention and support strategies tailored to the needs of schools earning consecutive grades of "D" or a grade of "F." PCPS must immediately implement intervention and support strategies prescribed in rule and by September 1 provide the FDOE with the memorandum of understanding negotiated pursuant to s. 1001.42(21); and,

WHEREAS Section 1001.42(21), *F.S.* (2023), provides that an educational emergency exists when one or more schools in the District have a school grade of "D" or "F," and PCPS must implement intervention programs and support strategies to improve student performance, and provide the FDOE with a negotiated memorandum of understanding regarding the selection, placement, and expectations of instructional personnel in these schools.

NOW, THEREFORE, with the mutual goal of increasing student achievement the parties agree to additional expectations and requirements for school-based staff for the 2025-2026 school year.

1. **Retention Incentive-**Teachers, Paraeducators and Educational Support Personnel who have worked at the school since the first contract day for that employee group or position will receive the following incentive. Employees must be active the entire quarter to receive this incentive. Employees will be paid with the Supplemental Pay App.

2. **Sign On Incentive-**Teachers, Paraeducators and Educational Support Personnel who transfer or are newly hired after the first contract day of the 25-26 SY will receive the full value of the retention incentive as though they were at the school from the first contract day. This provision defines the sign on incentive to assist in recruiting staff and will be paid with the Supplemental Pay App.

Teachers-

1st quarter	2nd quarter	3rd quarter	4th quarter	Total
$1,250	$1,250	$1,250	$1,250	$5,000

Paraeducator-

1st quarter	2nd quarter	3rd quarter	4th quarter	Total
$625	$625	$625	$625	$2,500

Educational Support Personnel-

1st quarter	2nd quarter	3rd quarter	4th quarter	Total
$375	$375	$375	$375	$1,500

Employees are not eligible for the Retention/Sign On incentive while on an approved leave or Paid Administrative Leave (PAL). Should the allegation that placed the employee on PAL be found to be not sustained, the incentive will be provided to the employee retroactively with the Supplemental Pay App.

3. School Performance Incentives

Teachers of ELA and/or Math contents as well as other content areas (all teachers) will receive $5,000 if the school receives a grade of "C" or higher. Employees will be paid with the Supplemental Pay App. The teacher must be active to receive the incentive. Otherwise, they would receive the incentive upon return to active status.

4. Student Performance Incentives

Consistent with Section 1012.22, F.S. (performance-based pay requirements) K-8 Teachers of ELA and/or Math, grades 4-8 ELA and/or Math with an effective or highly effective VAM or teachers with a growth metric set by the district from PM1-PM-3 from the state progress monitoring assessment (to be developed) will receive $5,000. Employees will be paid with the Supplemental Pay App. The teacher must be active to receive the incentive. Otherwise, they would receive the incentive upon return to active status.

MEMORANDUM OF UNDERSTANDING DIFFERENTIATED ACCOUNTABILITY (DA) and TURNAROUND OPTION PLAN (TOP) RETENTION AND PERFORMANCE INCENTIVES FOR CRYSTAL LAKE MIDDLE SCHOOL AND NORTH LAKELAND ELEMENTARY

Summary of Incentives

Incentive	Amount	Description	Employee Group(s)	Payment Method	Payment Timeline
Retention	$5,000	Current employees at school since first contract day of 25-26 SY.	All Teachers Paraeducator ESP	Supplemental Pay App	Pay period at the end of the month following each nine weeks.
Sign On	$5,000	Transferred or newly hired employees after first contract day of 25-26 SY.	All Teachers Paraeducator ESP	Supplemental Pay App	Pay period at the end of the month following each nine weeks.
School Performance	$5,000	School grade of "C" of higher.	All Teachers	Supplemental Pay App	Pay period at the end of the month following release of school grades.
Student Performance	$5,000	K-8 Teachers of ELA and/or Math, grades 4-8 ELA and/or Math with an effective or highly effective VAM or teachers with a growth metric set by the district from PM1-PM-3 from the state progress monitoring	Teachers-ELA and/or Math Contents	Supplemental Pay App	Pay period at the end of the month following PM-3 or VAM scores as applicable.

		assessment (to be developed)			

5. Teachers Reassigned from Central Office

Teachers will be paid an incentive of $250/week for temporary instructional reassignment during recruitment initiatives to fill instructional vacancies. Teachers will be paid with the Supplemental Pay App and receive appropriate milage reimbursement. Mileage will be calculated from central office to school location and back daily. Mileage to North Lakeland Elementary will be $120.54 and $86.59 for Crystal Lake Middle School. Mileage will be paid through the Supplemental Pay App. Reassignment incentives will cease upon the first day a candidate is scheduled with students for the position the teacher is serving. Teachers reassigned under this provision are not eligible for the retention, sign on, school performance or student performance incentives.

Additional Provisions

- Application Process:
  - Staff interested in the incentive program must apply for a posted vacancy at one of the TOP Schools and notify the Recruitment and Engagement Office by September 19, 2025, at jobs@polk-fl.net.
- Verification:
  - Human Resources will verify eligibility, including certification, VAM rating, assignment, and employment status, consistent with §1012.34, Fla. Stat. and Article XV of the CBA
- Limitations:
  - This program applies exclusively to instructional personnel as defined in §1012.01(2), Fla. Stat.
  - Funding is limited to allocations provided to Differentiated Accountability/Turnaround schools with an approved Turnaround Option Plan under §1008.33, Fla. Stat.
  - Nothing in this MOU alters or supersedes contractual protections under Article XXII – Professional Compensation
  - Separation (termination, 90 probationary release, retirement, or resignation) from the school or PCPS invalidates eligibility.
  - Employees assigned by the district but support these schools-for example, ESE facilitators or itinerant staff are not eligible as they are not permanent staff members for these schools.
  - Contracted employees outside of PCPS are not eligible for these incentives.
- Notification:
  - Teachers selected to receive the bonus will be given official written notification from Human Resources.

MEMORANDUM OF UNDERSTANDING DIFFERENTIATED ACCOUNTABILITY (DA) and TURNAROUND OPTION PLAN (TOP) RETENTION AND PERFORMANCE INCENTIVES FOR CRYSTAL LAKE MIDDLE SCHOOL AND NORTH LAKELAND ELEMENTARY

Duration

This MOU is effective for the 2025–2026 school year only, unless extended by mutual agreement of the Board and the Association, consistent with Article II – Negotiations Procedure of the Collective Bargaining Agreement.

This Memorandum of Understanding will expire June 30, 2026.

POLK COUNTY SCHOOL DISTRICT

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

9/15/25
Date

POLK EDUCATION ASSOCIATION, INC.

By: _____
Stephanie Yocum
President
Polk Education Association, Inc.

9/16/25
Date

c: Tracy Collins, Chief of Schools
Jason Pitts, Operations, Deputy Superintendent
Joseph McNaughton, III, Associate Superintendent, Chief Academic Officer
Telay Kendrick, Chief of Human Resource Services
Brian Warren, Chief of Labor and Employee Relations
Nicole Bennett, Regional Assistant Superintendent, Transformation/SI (Contact)
Andrew Baldwin, Senior Director, Federal Programs & Grant Management
Business Services Finance and Payroll Departments
Human Resource Services