



## MEMORANDUM OF UNDERSTANDING

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

2021 – 2022 AND 2022-2023  
DIFFERENTIATED ACCOUNTABILITY (DA) SCHOOLS  
TEACHER AND PARAEDUCATOR  
STAFF EXPECTATIONS, MANDATORY JULY  
PROFESSIONAL DEVELOPMENT AND PLANNING TIME  
**Revised August 5, 2022 (all revisions are in blue)**

**This Memorandum of Understanding (MOU) amends the parties' original August 30, 2021, agreement authorizing mandatory and voluntary additional teacher and paraeducator collaborative planning time for schools designated by the Florida Department of Education (FDOE) as in need of improvement.**

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

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

**WHEREAS**, [Section 1008.33](#), *Florida Statutes* (2021), 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.* (2021), provides that an educational emergency exists when one or more schools in the district have a school grade of "D" or "F," and PCPS must implement intervention programs and support strategies to improve student performance, and provide the FDOE with a negotiated memorandum of understanding regarding the selection, placement, and expectations of instructional personnel in these schools; and,

**WHEREAS**, the Elementary and Secondary School Emergency Relief (ESSER) funds under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) are education



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stabilization funds provided to school districts to address the impacts that the Novel Coronavirus Disease 2019 (COVID-19) has had, and continues to have, on elementary and secondary schools in Florida; and,

**WHEREAS**, Teacher CBA *Article VI – Teaching Conditions* outlines the professional responsibility of planning time and lesson plans and *Article XVII – Transfers and Changes in Assignment* outlines the transfer process.

**NOW, THEREFORE**, with the mutual goal of increasing student achievement the parties agree to additional expectations and requirements for school-based instructional staff and paraeducators for the 2021-2022 and 2022-2023 school years.

**1. Mandatory July 2022 Professional Development (See Attachment)**

In addition to the Teacher Staff Development Days defined in the School Calendar, all classroom and non-classroom instructional personnel listed in the Attachment must participate in four (4) days of non-school based professional development (PD). Mandatory School Improvement PD will occur July 18-21, 2022.

- a. Affected staff at schools listed in Item 11 below will be informed of the mandatory opportunity and reporting hours before leaving for the summer break.
- b. Staff at schools not listed in Item 11 but later added to the list by FDOE following the expected July release of school grades, will be informed of this potential mandatory opportunity before leaving for the summer break.
- c. Should an employee have a conflict regarding mandatory participation, the teacher must request a later training opportunity outside of the regular duty day to be considered for approval on a case-by-case basis.
- d. **Compensation:** The summer workday will be the same as the regular school year (7.75 daily hours). Employees will be paid their regular hourly rate of pay including a one hour paid lunch.

Additional, voluntary PD opportunities may be offered by the FDOE throughout the summer as available.

**2. Work Schedule and Planning Time During the School Year**

In addition to the planning time outlined in Article VI, on up to two (2) days each week teachers and paraeducators at schools listed in section 11 below will be scheduled for one (1)

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mandatory additional hour each of the two (2) days beyond their assigned duty day to participate in administrator-directed planning. On each of the remaining three (3) days one (1) hour beyond the duty day will be reserved for voluntary self-directed planning time. Compensation for the mandatory weekly five (5) additional hours is contingent upon participation in two (2) administrator-directed hours within the same week.

- a. Professional Learning Community (PLC):** One (1) of the two (2) administrator-directed hours beyond the duty day will be reserved for professional learning communities on campus. Employees are expected to participate in person during the two (2) mandatory hours each week. However, if an employee should need occasional flexibility, or should an employee be advised to isolate or quarantine, then remote participation via an approved District platform is acceptable.

This hour is intended for learning through State Standards-Task Alignment and reviewing student data and how that data drives planning and instruction to include student interventions. The goal is to create products specific to the learning tasks listed above within your grade level, department, and/or vertical planning teams.

- b. Common Planning:** The second of the two (2) administrator-directed hours beyond the duty day is provided to continue creating the products specific to the learning tasks listed in part 3.a above within your grade level, department, and/or vertical planning teams.

Employees are expected to participate in person during the two (2) mandatory hours each week. However, if an employee should need occasional flexibility, or should an employee be advised to isolate or quarantine, then remote participation via an approved District platform is acceptable.

- c. Teacher-Directed Planning Time:** The three (3) remaining one-hour teacher-directed planning periods will be used for classroom and non-classroom teachers to accomplish the individual work and preparation for instruction. Teachers are responsible for the proper utilization of the self-directed portion of planning time. The teacher-directed planning periods do not have to take place at the worksite. These three (3) self-directed hours can occur at any time during the week outside of the regular duty day, but staff will need to log the hours within the calendar week for payroll purposes.

- d. Make-Up Work Opportunity:** Should an employee be absent during an administrator-directed hour in items a. or b. above, then within the *same* week that

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employee must request and complete a make-up assignment, in order to be compensated for the full five (5)-hour week.

- i. Make-up opportunities are not available outside of the same week.
  - ii. An employee who only participates in one (1) mandatory hour in a week is only eligible for one (1) hour of additional compensation that same week.
  - iii. Should an employee be absent on both weekly administrator directed hours for which there is not a makeup opportunity, no payment for the five (5) hours that week would be available. Extenuating circumstances may be reviewed by the principal on an individual basis.
- e. School-based subject area coaches will participate as a resource to guide and supplement the planning time.
  - f. At the school level there will be grade level autonomy to implement intervention plans, change students within learning groups, and Tier 2 & 3 interventions in consultation with the school administrator.
  - g. The additional planning time is not designated for independent coaching support for new teachers or for mentorship.
  - h. Teachers, paraeducators, and administrators will mutually agree on the one-hour schedule either before or after the duty day, allowing flexibility for shortened weeks due to a holiday, designated Teacher Workday or Staff Development Day. If one of the mandatory, administrator-directed hours is not completed due to a shortened week, then employees will still have access to all three (3) self-directed planning hours plus the one (1) mandatory administrative hour. On the weeks of Thanksgiving Break, Winter Break, and Spring Break, no additional hours will be logged.
  - i. **Student Early Dismissal Fridays:** The additional hour of planning time may not be scheduled after students are dismissed early. All contractual provisions in Teacher CBA Articles 3 and 6 regarding self-directed planning time on early dismissal Fridays remain in effect. The same provisions in items a and b above regarding quarantine apply to paraeducators.
  - j. **Paraeducators:** During the additional hour of mandatory and voluntary planning time beyond the 7.5-hour duty day, classroom paraeducators are expected to attend



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trainings to support student achievement above and beyond their job description to provide push-in support of small group instruction and support their assigned teacher(s) with student academic progress monitoring and utilizing school-based tracking tools. Paraeducators are expected to attend mandatory planning time meetings up to two (2) days each week and provide tutoring services as assigned.

- k. Implementation:** Staff may voluntarily begin participating in the up to two (2) administrator-directed days and up to three (3) voluntary self-directed planning days at the onset of this agreement. The up to two (2) mandatory administrator-directed days per week will begin the week of August 15, 2022 for the schools listed in section 11 highlighted in blue who participated in the extra planning time in the 2021-2022 school year. Staff at these schools will start to log their three (3) self-directed planning hours the week of August 8, 2022, before the two (2) mandatory administrator hours begin.

The schools listed in section 11 highlighted in orange who are added to this agreement for the 2022-2023 school year will begin the up to two (2) mandatory administrator-directed hours per week beginning the week of September 12, 2022. Staff at these schools will start to log their three (3) self-directed planning hours the week of August 8, 2022, before the two (2) mandatory administrator hours begin.

- L. Flexible Scheduling for Davenport High, Kathleen High, Lake Region High, and Tenoroc High:**

The four (4) high schools above will pilot a flexible scheduling model for the two (2) mandatory administrator-directed planning hours each week. Grade levels, subject areas, departments, vertical planning teams, and/or cross-curricular planning teams may decide to meet during their self-directed planning time allotted during the duty day in lieu of meeting outside of the duty day. If these teams agree to meet for their mandatory administrator-directed planning time during their self-directed planning time, they will be compensated for their forfeited self-directed planning after the duty day. Staff must still participate in the two (2) mandatory administrator-directed DA planning hours to receive their three (3) additional self-directed planning hours each week.

### Examples:

1. Team gives up two (2) self-directed planning periods during the duty day each week for DA mandatory planning, then they log a total of five (5) self-directed hours each week outside of the duty day. Administration will still receive their one (1)-45-minute planning period in a five (5) day week.

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2. Team gives up one (1) self-directed planning period each week for DA mandatory planning, then they must still participate in one (1) mandatory, administrator directed hour after the duty day to receive their additional three (3) self-directed planning hours each week. Administration will still receive their one (1)-45-minute planning period in a five (5) day week.

**3. Compensation**

Following verification of attendance during both weekly administrator-directed hours, or a make-up assignment within the same week, as applicable (see Item 3.d. above), employees will be compensated at their regular rate of pay for the weekly additional mandatory (2 hours) and voluntary planning time (3 hours), up to five (5) hours per week.

Attendance will be documented using meeting attendance logs and the Special Activity Payroll process. The Special Activity Payroll Time Log and Report forms should reflect the school/worksite's Cost Center and Fund 10017220.

**4. 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. Teachers in the following core areas must demonstrate a 2021-2022 State Value Added Model (VAM) score higher than *Needs Improvement* to be retained: algebra (8-9), language arts/reading (4-10) and math (grades 4-8).
- b. Other instructional staff, including but not limited to ESE and ESOL, that generate a state VAM rating will also be considered a core teacher.
- c. Non-VAM evaluated teachers such as science and social studies must demonstrate an overall 2021-2022 PCPS Student Achievement Objective (SAO) Evaluation rating of *Highly Effective* or *Effective* to be retained.
- d. Teachers within their first year of teaching and without an evaluation or student learning data source, will be considered *Effective*.



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**5. 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 rescreened for the placement of candidates.
- b. Coaches/interventionists will be held to the same expectations as classroom teachers at the DA school.
- c. Coaches/interventionists must demonstrate an overall 2021-2022 PCPS Student Achievement Objective (SAO) Evaluation rating of *Highly Effective* or *Effective* to be retained at the DA 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 2021-2022 school year.

**6. Itinerant Teachers**

Itinerant instructional staff assigned to the school(s) will be held to the same expectations as full-time school-based staff.

**7. Teacher Retention**

Teachers may apply for promotional positions (see Teacher Article 18.4) with PCPS (not a charter school), and will be permitted, if offered, to accept the promotion. All provisions regarding the Request for Transfer process in Article 17.4 and Hardship Transfer process in Article 17.4-1 remain in effect. Nothing in this Agreement shall serve to waive the requirement in the Teacher Collective Bargaining Agreement Article 17.4-3 that "Probationary Contract teachers will be eligible to seek a transfer the semester immediately following the completion of his/her probationary period."



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### 8. Improvement/Movement of Teachers

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.

The decision to move a teacher will be made in conjunction with the Superintendent's designee and the External Operator (if applicable). Teachers in need of improvement will only be transferred out if an *Effective* or *Highly Effective* teacher (based on 2021-2022 overall evaluation) is available to fill the position. Prior to removing teachers from the school, the Human Resource Services Division will work with the school administration and the PEA to ensure alternate placement of identified instructional personnel.

### 9. Professional Development Activities

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

- a. Should there be a need, school administration will notify affected teachers regarding any mandatory staff development dates and specific work hours by email, phone calls and social media outlets.
- b. Should a current teacher have a conflict regarding mandatory attendance, a request for a later training opportunity outside of the regular duty day will be considered on a case-by-case basis.
- c. Teachers newly hired/transferred to the school after any mandatory training dates will be offered comparable staff development outside of the regular duty day at a future date.





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- 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.

**10. 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.



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**11. Eligible Schools (Subject to modification by the FDOE at any time) list revised 8.3.22**

Upon receipt of the final DA list from the FDOE, schools listed below may be put on a modified agreement from the conditions listed above or completely removed from the MOU.

Polk Differentiated Accountability Schools	
1.	Alta Vista Elementary
2.	Auburndale Central Elementary
3.	Crystal Lake Elementary
4.	Davenport Elementary
5.	Davenport High
6.	Denison Middle
7.	Dixieland Elementary
8.	Eastside Elementary
9.	Eagle Lake Elementary
10.	Elbert Elementary
11.	Fred Garner Elementary
12.	Frostproof Ben Hill Griffin Elementary
13.	Griffin Elementary
14.	Inwood Elementary
15.	James Stephens Elementary
16.	Jesse Keen Elementary
17.	Kathleen Elementary
18.	Kathleen High
19.	Lake Gibson Middle
20.	Lake Marion Creek Middle
21.	Lake Region High
22.	Lake Shipp Elementary
23.	Laurel Elementary
24.	Loughman Oaks Elementary
25.	McLaughlin Middle
26.	Oscar J Pope Elementary
27.	Palmetto Elementary
28.	Phillip O'Brien Elementary
29.	Purcell Elementary
30.	Socrum Elementary
31.	Snively Elementary
32.	Spook Hill Elementary
33.	Tenoroc High
34.	Westwood Middle

Blue: Schools who participated in the extra DA planning MOU in the 2021-2022 school year.  
Orange: Schools added to the extra DA planning MOU for the 2022-2023 school year.



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**12. 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 Revised Memorandum of Understanding replaces the parties' May 26, 2022 Agreement and will expire on June 30, 2023.**

**POLK EDUCATION ASSOCIATION, INC.**

**POLK COUNTY SCHOOL DISTRICT**

By:   
**Stephanie Yocum**  
**President**  
**Polk Education Association**

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

8/5/22  
**Date**

8/5/22  
**Date**

- c: Wayne Green, Deputy Superintendent
- Joseph McNaughton, III, Associate Superintendent, Chief Academic Officer
- Jason Pitts, Chief of Staff
- Patricia J. Barnes, Regional Assistant Superintendent, School Improvement
- Andrew Baldwin, Senior Director, Federal Programs & Grant Management
- Youmone Berrien, Senior Director, School Improvement
- Business Services Finance and Payroll Departments
- Human Resource Services Personnel Department