



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

**LPN SCHOOL CLINIC PARAEDUCATOR
2021-2022 TELEHEALTH INITIATOR DUTIES**

This memorandum of understanding is intended to memorialize the Polk County Public School (District) and the Polk Education Association (PEA), temporarily adding duties and responsibilities to school-based clinic Licensed Practical Nurses for the School Year 2021-2022.

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

WHEREAS, Paraeducator CBA *Article VIII outlines the Terms And Conditions of Employment; and,*

WHEREAS, the District has invested in the mental and medical health of Polk County Public Schools students by contracting with a third-party vendor to deliver telehealth services to PCPS students at no cost to students; and,

WHEREAS, Hazel Health works with schools to bring high-quality physical and mental healthcare to all students; and,

WHEREAS, a vital part of the Hazel Health visit is the facilitation by an onsite PCPS medically qualified staff member at the school clinic.

NOW, THEREFORE, with the purpose to provide no-cost mental and medical healthcare teleservices to PCPS students, the parties agree to increased expectations and duties for school clinic Paraeducator Licensed Practical Nurses (LPN) Initiators to include, but not be limited to:

- The Initiator sets up equipment at the start of the school day.
- The Initiator confirms the student's identity.
- The Initiator validates that the student's guardian has given consent to use Hazel Health.
- The Initiator documents reason for the visit.
- The Initiator will collect basic vitals and documents in the Hazel Health application.
- The Initiator will use the iPod touch, penlight, and iPad to take videos and photos as needed during the visit.
- The Initiator will print and distribute discharge summaries to students.
- The Initiator will close and secure equipment at the end of the day.

A. Compensation: The parties agree that Licensed Practical Nurses (LPNs) assigned to the school clinic shall be compensated as follows:



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1. Compensation shall be subject to documented completion of Hazel Health training and certification. Hazel Health training and certification shall occur during the LPN's normal 7.5 daily working hours. Training will be provided virtually, supplemented by a Hazel Health School Support staff member. Training and certification can take up to two hours.
2. The District shall pay eligible LPNs a one-time \$400.00 stipend following completion of the Hazel Health training and certification program.
3. Following the training in Item A. 1. above Licensed Practical Nurses (LPNs) shall be paid a quarterly stipend of \$1,200 on the next available pay date following completion of each subsequent full quarter for a maximum of \$3,600/year for up to three (3) quarters.
4. As provided in Paraeducator CBA **Article 2.9 OVERTIME**: "Overtime" shall be defined as hours worked in excess of forty (40) hours during the basic work week.
5. **Payment Schedule**: Following execution of this agreement and required training and certification, the stipend will be paid to active eligible LPNs in the next available payroll period following completion of each quarter.
 - i. Quarter 2 ending December 17, 2021, pay date is January 31, 2022
 - ii. Quarter 3 ending March 10, 2022, pay date is April 29, 2022
 - iii. Quarter 4 ending May 27, 2022, pay date is June 30, 2022
 - a. To receive payment, eligible LPNs must be actively employed on the stipend payment date(s).
 - b. For newly hired/rehired and transferring LPNs who receive training after the start of the third and fourth quarters, the stipend will be prorated based on the number of student contact days as long as they complete the quarter and are active on the pay date.

B. The parties agree to meet and confer on the viability and continued utilization of LPNs as follows:

1. **Hazel Health Quarterly Review Committee**: At least one Principal from each of the four (4) regional areas appointed by the District, with an equal number of LPNs selected by the PEA President shall meet and confer regarding the implementation and progress of Hazel Health at the end of each quarter. PEA President or designee shall be an ex officio member.
2. The PEA President or designee shall be invited to any meetings where the policies, practices, and implementation of Hazel Health are being addressed with specific groups of PCPS employees (e.g., administrators, LPNs, instructional staff). The District shall notify the PEA President or designee at least forty-eight (48) hours before said meeting.




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- 3. Both parties agree to reopen compensation discussions involving LPN telehealth initiator duties in the Hazel Health Program. These discussions shall occur no later than January 31, 2022.
- 4. Prior to implementing services, the District shall provide PEA with a copy of the Hazel Health marketing plan targeted at Polk County Public Schools.
- 5. In June 2022, the parties agree to meet in good faith to negotiate the feasibility and additional costs of moving License Practical Nurses from PA09 to PA10. The parties will also discuss the continuation of Hazel Health services and their impact on Licensed Practical Nurses.
- 6. The District shall provide the PEA all requested data to include, but not be limited to, an itemized program cost/budget, number of students serviced by worksite, and other related information.
- 7. If the parties cannot agree concerning hours of employment, rate of pay, and working conditions, the District and the PEA shall discuss the matter during the next Paraeducator contract negotiations.

The last work day of the 2021-2022 school year for LPNs is May 27, 2022. This Memorandum of Understanding will expire on June 30, 2022.

POLK EDUCATION ASSOCIATION, INC.

POLK COUNTY SCHOOL DISTRICT

By: 
Stephanie Yocum
President
Polk Education Association

By: 
Frederick R. Heid
Superintendent
Polk County Public Schools

10/21/21
Date

10/21/21
Date

Copies: Jason Pitts, Chief of Staff
 Dr. Joshua A. Lutz, Assistant Superintendent, Learning Support Division
 Tony Kirk, Sr., Senior Director, Human Resource Services
 Paula Dull, Director, Personnel Department, Human Resource Services
 Dana Torres, Director, Payroll Department, Business Services Division