



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

**2023-2024
DIFFERENTIATED ACCOUNTABILITY (DA) SEVEN
TURNAROUND OPTION PLAN (TOP) ELEMENTARY SCHOOLS
STAFF EXPECTATIONS, MANDATORY JULY
PROFESSIONAL DEVELOPMENT AND PLANNING TIME**

**Crystal Lake Elementary School
Elbert Elementary School
Inwood Elementary School
James E. Stephens Academy
Jesse Keen Elementary School
Palmetto Elementary School
Spook Hill Elementary School**

This Memorandum of Understanding (MOU) authorizes mandatory and voluntary additional teacher, paraeducator, and educational support (clerical) personnel expectations and collaborative planning time for schools designated by the Florida Department of Education (FDOE) in turnaround status.

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 \(2022\)](#), 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,



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WHEREAS [Section 1001.42\(21\)](#), *F.S.* (2022), 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 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 responsibilities of planning time and lesson plans.

NOW, THEREFORE, with the mutual goal of increasing student achievement the parties agree to additional expectations and requirements for school-based staff for the 2023-2024 school year.

1. Mandatory July 2023 Professional Development (See TOP Schools List)

In addition to the Teacher Staff Development Days defined in the School Calendar, all school-based classroom and non-classroom instructional personnel must participate in four (4) days of early return professional development (PD) July 24-27, 2023.

- a. Affected staff at listed schools will be informed of the mandatory opportunity and reporting hours immediately upon signature of both parties.
- b. Staff at schools not listed, but later added to the list by FDOE following the expected July release of school grades, will be informed of this potential as soon as the District has the list of potentially added schools.
- 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 (1)-hour paid lunch.

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



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2. Work Schedule and Planning Time August 21, 2023 through May 24, 2024

In addition to the planning time outlined in Article VI, on up to two (2) days each week teachers and paraeducators will be scheduled for two (2) mandatory additional hours beyond their assigned duty day to participate in administrator-directed planning. Three (3) additional hours 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. These same provisions regarding quarantine apply to paraeducators.

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 the 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. These same provisions regarding quarantine apply to paraeducators.

- c. Teacher-Directed Planning Time:** The three (3) remaining one (1)-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



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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 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. Coaches:** 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 and 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. Shortened Weeks:** Teachers, paraeducators, and administrators will mutually agree on the two (2) hour administrator-directed schedule either before or after the duty day or during self-directed planning time during the duty day (see section L), 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 be compensated for all three (3) self-directed planning hours plus the one (1) mandatory administrative hour. During the weeks of Thanksgiving Break, Winter Break, and Spring Break, no additional hours will be logged or compensated.



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- i. Student Early Dismissal Fridays:** The additional hour of planning time may not be scheduled on days students are dismissed early. All contractual provisions in Teacher CBA Articles 3 and 6 regarding self-directed planning time on early dismissal days remain in effect.

j. Paraeducator Expectations (See Attached Employee Agreement):

During the additional hours of mandatory and voluntary planning time beyond the 7.5-hour duty day, classroom paraeducators are expected to attend trainings to support student achievement above and beyond their job description to provide push-in support of small group instruction. Paraeducators will 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) hours each week and provide tutoring services as assigned.

The expectation is for paraeducators at the designated schools to embrace the terms of this agreement, as well as sign the attached Employee Agreement for the 2023-2024 school year.

Should an existing paraeducator at the school not agree to the expectations prior to the start of the next school year, that paraeducator may voluntarily transfer according to Article 10.1-2 "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."

- 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 beginning the week of August 14, 2023. The up to two (2) mandatory administrator-directed days per week will begin the week of August 21, 2023.

Note: August 3, 2023 is the first day of the 196-day teacher contract.
Students Return Friday, August 11, 2023.

3. 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.

4. Compensation



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Following verification of attendance during both weekly administrator-directed hours, 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.

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."

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 generates a prior year (2021-2022) 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 (2022-2023) 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.



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- 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 (2022-2023) 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 2022-2023 school year.

7. Itinerant Teachers

Itinerant instructional staff assigned to the school(s) will be held to the same expectations as full-time school-based staff. If itinerant teachers split time between more than one school covered under this agreement, at the start of the year they can decide the school where they will participate in the two (2) administrator-directed hours for the year.

8. Teacher Retention at Turnaround Option Plan (TOP) Schools (See Attached Employee Agreement)

The expectation is for all teachers at the listed schools to embrace the terms of this agreement and sign the attached Employee Agreement for the 2023-2024 school year.

1.	Crystal Lake Elementary
2.	Elbert Elementary
3.	Inwood Elementary
4.	James Stephens Elementary
5.	Jesse Keen Elementary
6.	Palmetto Elementary
7.	Spook Hill Elementary

Prior to the start of the school year should an existing teacher 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



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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 schools above to embrace the terms of this agreement and sign the attached Employee Agreement for the 2023-2024 school year.

9. 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 2022-2023 overall evaluation) is available to fill the position. The decision to reassign a teacher will be made in conjunction with the Superintendent's designee and the External Operator, 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 Teacher 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."

10. Professional Development

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



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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.

11. 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, 2024.

POLK EDUCATION ASSOCIATION, INC.

POLK COUNTY SCHOOL DISTRICT

By: 
Stephanie Yocum
President
Polk Education Association

By: 
Frederick R. Heid
Superintendent
Polk County Public Schools

Date 6/26/23

Date 6/27/23



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Attachment: 2023-2024 Employee Agreement

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

