



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

**2026-2027
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 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,

NOW, THEREFORE, with the mutual goal of increasing student achievement the parties agree to additional expectations and requirements for school-based staff for the 2026-2027 school year.

1. Mandatory July 2026 Early Return Professional Development

In addition to the Teacher Staff Development Days defined in the School Calendar, all school-based classroom instructional personnel, academic coaches, interventionists, counselors, deans etc. must participate in four (4) days of early return professional development (PD) July 27, 2026-July 30, 2026.

- a. Affected staff at listed school(s) will be informed of the mandatory opportunity and reporting hours immediately upon signature of both parties.
- b. Schools that exit SI for the 2025-2026 school year will still be required to have mandatory July 2026 Early Return Professional Development
- c. Staff at schools not listed but later added to the list by FDOE following the expected July 2026 release of school grades, will be informed of this opportunity as soon as the district has the list of potentially added schools. If schools are added to the list by the FDOE after May 28, 2026, any trainings before August 3, 2026 will be voluntary.
- 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 (**Teacher CBA 7.75 daily hours and Paraeducator CBA 7.5 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 school (s) throughout the summer, as available.

2. Teacher Retention at School Improvement Schools

Eligible Schools (Subject to modification by the FDOE at any time): Upon receipt of the final SI list from the FDOE, school (s) listed below may be put on a modified agreement form the conditions listed above or completely removed from the MOU.

North Lakeland Elementary

Crystal Lake Middle School

Eagle Lake Elementary

Kathleen Middle School

Dixieland Elementary

Prior to the start of the school year 2026-2027 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 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 (s) above to embrace the terms of this agreement for the 2026-2027 school year.

3. Teacher Retention and Movement 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 who have Needs Improvement or Unsatisfactory VAM rating at School Improvement (Tier 1 D or F rated schools and Turnaround Option Plan sites (TOP) will be *involuntarily* transferred. The decision to reassign a teacher will be made in conjunction with the Superintendent's designee. 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:

To ensure continuity of instruction and maintain a stable learning environment, all instructional staff covered under the teacher contract who continue employment or are hired to work at a designated TOP school for the 2026-2027 year are agreeing to remain at the school for the full year. If extenuating circumstances arise where an employee is in need to seek a transfer under Teacher Article 17.4, their situation will be reviewed by the Superintendent or their designee to determine if the requested transfer will be approved.

"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. Collaborative Planning

The mutual goal of increasing student achievement, the parties agree to the additional time for a school led PLC or Planning. This additional time will allow schools to conduct an extra school-led PLC or Planning session per week for School Improvement Schools. Any planning time worked as outlined below will be paid.

1. Teacher Duties and Stipend Compensation

The additional one (1)-45-minute admin-directed planning period is mandatory for instructional staff at School Improvement schools. In return, instructional staff will be compensated at their regular hourly rate of pay for (2) hours per week of self-directed or collaborative planning outside their contractual time. The extra Planning or PLC is in addition to the (1)-45-minute admin directed planning period that is scheduled currently with teachers, administratively led. This grant-funded admin-directed planning period will not follow the shortened week provision for one (1)-45-minute regular admin-directed planning in the Teacher CBA. Every week administration will conduct (1)-45-minute planning period of planning regardless of an abbreviated work week. The (2) hours per week are to be documented in the Supplemental Pay App in a timely manner to ensure payment.

6. 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 (2025-2026) 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 (2025-2026) 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.

Classroom teachers with Effective or Highly Effective State VAM can earn up to \$15,000 for Highly Effective Teachers and \$7,500 for Effective Teachers (Minus Fringe Benefits) **from the Florida Department of Education.**

- Must have a 2025-2026 Math or English Language Arts (ELA) State Value-Added Model (SVAM) rating of Effective or Highly Effective that may include student data from 2023-2024, 2024-2025 and 2025-2026 (3- year aggregate), 2024-2025 and 2025-2026 (2- year aggregate), or Algebra 2025-2026 (1- year aggregate).
- Teach by Sept. 15, 2026, in a classroom at a Title I school identified by the FLDOE as a Comprehensive Support and Improvement (CSI) school with a 2025-2026 school grade of “D” or “F” for the full allocation.
- Teach between Sept. 15, 2026, and Jan. 4, 2027, at a Title I school identified by the FLDOE as a Comprehensive Support and Improvement (CSI) school with a 2025-2026 school grade of “D” or “F” for a prorated allocation.

7. 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 (2025-2026) 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-SI school if the coach/interventionist has an overall evaluation rating of less than *Effective* for the 2025-2026 school year.

8. 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 provide notice of 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.

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.

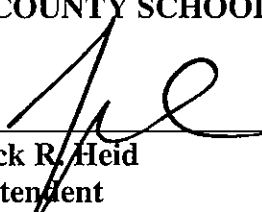
- a. Should a current teacher have a conflict regarding mandatory attendance, a request for a later training opportunity outside of the regular duty day will be considered on a case-by-case basis.
- b. Teachers newly hired/transferred to the school after any mandatory training dates will be offered comparable staff development outside of the regular duty day at a future date.
- c. 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.

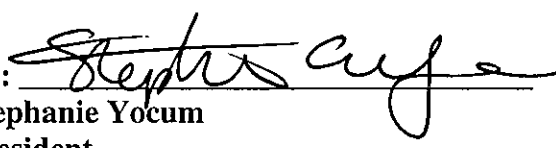
9. Funding

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, 2027.

POLK COUNTY SCHOOL DISTRICT POLK EDUCATION ASSOCIATION, INC.

By: 
Frederick R. Heid
Superintendent
Polk County Public Schools

By: 
Stephanie Yocum
President
Polk Education Association, Inc.

Date

6/8/26

Date

6/2/26

- c: Jason Pitts, Deputy Superintendent, Chief of Staff
Tracy Collins, Chief of Schools
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

MEMORANDUM OF UNDERSTANDING SCHOOL IMPROVEMENT SCHOOLS

2026-2027 EMPLOYEE AGREEMENT

This Agreement is entered into on this day of _____ 2026, by and between the

Polk County Public Schools (PCPS), and Employee,

_____ [print full name]

a _____ title] at

_____, a School Improvement or 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 2026- 2027 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: Copies:

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