MEMORANDUM OF UNDERSTANDING

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

DIFFERENTIATED ACCOUNTABILITY (DA) SCHOOLS
TEACHER AND PARAEDUCATOR
STAFF EXPECTATIONS AND MANDATORY PLANNING TIME

This Memorandum of Understanding (MOU) memorializes the parties' 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 II) funds under the Coronavirus Aid, Relief, and Economic Security (CARES) Act are education stabilization funds provided to school districts to address the impacts that the Novel Coronavirus Disease 2019
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(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 for school-based instructional staff and paraeducators for the 2021-2022 and 2022-2023 school years.

1. Work Schedule and Planning Time

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 one (1) mandatory additional hour 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 for voluntary self-directed planning time.

a. One (1) of the two (2) administrator-directed days will be reserved for professional learning communities (PLC) on campus. Should an employee be advised to isolate or quarantine remote participation via the approved District platform is acceptable.

b. The second administrator-directed day is reserved for student data gathering and review to increase student achievement on campus. Should an employee be advised to isolate or quarantine remote participation via the approved District platform is acceptable.

c. The three (3) 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.

d. School-based subject area coaches will participate as a resource to guide and supplement the planning time.

e. 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.
f. The additional planning time is not designated for independent coaching support for new teachers or for mentorship.

g. 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 Work Day or Staff Development Day.

h. **Student Early Dismissal Wednesdays:** 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 Wednesdays remain in effect. The same provisions in items a and b above regarding quarantine apply to paraeducators.

i. **Paraeducators:** During the additional hour 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, support their assigned teacher(s) with student academic progress monitoring utilizing school-based tracking tools, and support their assigned teacher(s) with continuous communication of student progress to parents and stakeholders. Paraeducators are expected to attend mandatory planning time meetings up to two (2) days each week and provide tutoring services as assigned.

j. **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 first week of the second quarter, Monday, October 18, 2021.

2. **Compensation**

Employees will be compensated at their regular rate of pay for the additional weekly hours of mandatory (2 hours) and voluntary (3 hours) planning time 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/worksites Cost Center and Fund 10017220.
3. **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 2017-2018 4-year aggregate 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 2020-2021 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*.

4. **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 2020-2021 and 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 2020-2021 or 2021-2022 school years.
5. **Itinerant Teachers**

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

6. **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 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 shall not be allowed to seek a transfer until the end of the school year in which his/her probationary period is completed.”

7. **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 2020-2021 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.

8. **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.
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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/transfered 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.

9. **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.

10. **Eligible Schools** *(Subject to Modification by the FDOE)*

<table>
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<tr>
<th>Polk Differentiated Accountability Schools</th>
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<tbody>
<tr>
<td>1 Alta Vista Elementary (0331)</td>
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<td>2 Crystal Lake Elementary (0101)</td>
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<td>3 Dixieland Elementary (0131)</td>
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<td>4 Eastside Elementary (0361)</td>
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<td>5 Fred G. Garner Elementary (0601)</td>
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<td>6 Frostproof Ben Hill Griffin, Jr. Elementary (1921)</td>
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<td>7 Griffin Elementary (1231) <em>External Operator</em></td>
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<td>8 Inwood Elementary (0611)</td>
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<td>9 Jesse Keen Elementary (1241)</td>
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<td>10 Laurel Elementary (1611)</td>
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<td>11 Oscar J. Pope Elementary (1521)</td>
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<td>12 Palmetto Elementary (1702)</td>
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<td>13 Philip O'Brien Elementary (0151)</td>
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<td>14 Purcell Elementary (1141)</td>
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<td>15 John Snively Elementary (0631)</td>
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<tbody>
<tr>
<td>16</td>
<td>Spook Hill Elementary (1371)</td>
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<tr>
<td>17</td>
<td>James E. Stephens Elementary (1751)</td>
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<tr>
<td>18</td>
<td>Denison Middle (0491)</td>
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<tr>
<td>19</td>
<td>McLaughlin Middle and Fine Arts Academy (1341)</td>
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<td>20</td>
<td>Tenoroc Senior (1051)</td>
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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 on June 30, 2023.

POLK EDUCATION ASSOCIATION, INC.  POLK COUNTY SCHOOL DISTRICT

By: ____________________________  By: ____________________________
Stephanie Yocum  Frederick R. Heid
President  Superintendent
Polk Education Association  Polk County Public Schools

Date: 8/30/21  Date: 8/30/21

C: Joseph McNaughton, III, Associate Superintendent, Chief Academic Officer
Patricia J. Barnes, Regional Assistant Superintendent, School Improvement
Youmone Berrien, Senior Director, School Improvement
Senior Directors of Curriculum
Business Services Finance and Payroll Departments
Human Resource Services Personnel Department