



POLK COUNTY

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

2024-2025

**DIFFERENTIATED ACCOUNTABILITY (DA) and TURNAROUND
OPTION PLAN (TOP) SCHOOLS STAFF EXPECTATIONS AND
MANDATORY JULY PROFESSIONAL DEVELOPMENT**

This Memorandum of Understanding (MOU) authorizes mandatory and voluntary additional teacher, paraeducator, and educational support (clerical) personnel expectations and July Professional Development 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,

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 2024-2025 school year.

1. Mandatory July 2024 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 29, 2024-August 1, 2024.

- a. Affected staff at listed school(s) 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). Instructional 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.

Crystal Lake Elementary

2. Teacher Retention at Differentiated Accountability Schools and Turnaround Option Plan {TOP} Schools (See Attached Employee Agreement)

The expectation is for all teachers at the identified school (s) to embrace the terms of this agreement and sign the attached Employee Agreement for the 2024-2025 school year.

Eligible Schools (Subject to modification by the FDOE at any time): Upon receipt of the final DA 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.

Crystal Lake 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 17.4-2 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 2024-2025 school year.

3. 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 2023-2024 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."

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. 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 (2023-2024) 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 (2023-2024) 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.

- 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 (2023-2024) 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 2023-2024 school year.

7. 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 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.

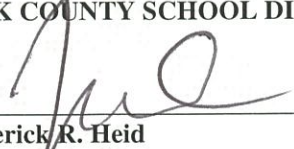
8. Funding

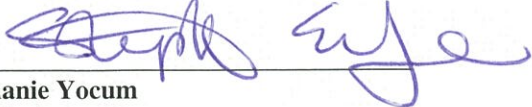
Should additional funds become available while this MOU is in effect, the District and PEA will discuss any appropriate amendments and distribution of such funds.

This Memorandum of Understanding will expire June 30, 2025.

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 6/26/24

Date 6/25/24

Attachment: 2024-2025 Employee Agreement

c: Wayne Green, Deputy Superintendent
Jason Pitts, Chief of Staff, Deputy Superintendent
Joseph McNaughton, III, Associate Superintendent, Chief Academic Officer
Nicole Bennett, Regional Assistant Superintendent, Transformation/SI Contact
Andrew Baldwin, Senior Director, Federal Programs & Grant Management
Business Services Finance and Payroll Departments
Human Resource Services

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2024-2025 EMPLOYEE AGREEMENT

This Agreement is entered into this day ~~of~~----- 2024, by and between the Polk County Public Schools (PCPS), and Employee, _____ [print full name] a _____ Job title at _____, a 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 2024-2025 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

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|---------------------------|---------------------------|--------------------|
| Employee Signature | PCPS Personnel ID# | Date Signed |
|---------------------------|---------------------------|--------------------|

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