

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA and
the
POLK EDUCATION ASSOCIATION, INC.

PARAEDUCATOR

COLLECTIVE

BARGAINING

AGREEMENT

2016-2019

Amended September ____, 2018

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ARTICLE III. NEGOTIATIONS PROCEDURE

- *Update language for outliers*

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3.1 Annual Negotiations

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3.6 Amending This Contract

3.1 ANNUAL NEGOTIATIONS: Negotiations will be conducted each year under the ground rules as mutually agreed upon prior to negotiations. Ground Rules (see Appendix F) used at the previous year's sessions will serve as the basis for discussing any changes before adopting ground rules for the current negotiating sessions. Such ground rules mutually agreed upon shall assist in the orderly process for negotiations.

3.1-1 SALARIES FOR OUTLIERS: A mechanism for the placement of employees deemed to be outliers will be discussed as a regular part of the collective bargaining process.

a. For the ~~2016-2017~~ **2018-2019** year only, the parties agree as part of the salary settlement that each outlier will receive an increase equal to ~~\$500~~ **\$300**. If the application of the increase leaves the employee at an amount less than their actual step, the employee is placed on the correct step and will no longer be considered an outlier. All identified outliers were reviewed and the application of the increase individually agreed upon in writing.

3.2 BEGINNING DATE: Both parties agree that negotiations for a new contract shall commence no later than 30 days after ratification of the current collective bargaining agreement in a good faith effort to reach a contract. The Association agrees to give the Board notice of intent to negotiate a contract a minimum of sixty (60) calendar days prior to expiration of the contract in force at the time and also notify Public Employees Relations Commission in writing of this intent.

3.3 POWER AND AUTHORITY OF REPRESENTATIVES: The parties mutually pledge that their representatives shall be vested with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

3.4 MEDIATION/SPECIAL MASTER COSTS: Any cost incurred through mediation or special master will be shared equally by the Board and the Association. The expense of consultants shall be borne by the party requesting them.

3.5 REGULAR MEETINGS DURING TERM OF CONTRACT: The Board and Association negotiating teams will meet together each month during the regular school year on a regularly set day and time for the purpose of reviewing the administration of this agreement and to resolve problems that arise there from.

These meetings are not intended to bypass the grievance procedure. Further each party shall submit to the other prior to the meeting an agenda covering what they wish to discuss.

3.6 AMENDING THIS CONTRACT: Any matter not specifically covered by this contract but of concern for one or both of the parties may be brought up for negotiations during the contract period if both parties agree that its consideration is necessary and desirable. When such a meeting results in a mutually acceptable amendment to this agreement, the amendment shall be subject to ratification by the Board and the Association, the same as is the agreement.

3.7 The District and PEA will establish a Task Force to review the positions of Network Manager covered by both the Paraeducator and Teacher CBAs. The purpose of the Task Force is to review the

practical requirements of these two positions and make recommendations to the District's and PEA's Bargaining Teams regarding the necessary training and skills needed to successfully meet the District's established purpose for these positions. The Task Force may consider a multi-tiered system where documented training such as Microsoft certifications are a factor in determining pay. The Task Force shall also consider equity of compensation, skills, training, and workload. It is anticipated that the Task Force shall begin meeting in June, 2015.

ARTICLE VI. PAID LEAVES OF ABSENCE

- *Clarification on other close relatives as extended family to include parent in-laws and sibling in-laws*

6.1 SICK LEAVE: Any member of the employee staff employed on a full-time basis and who is unable to perform his/her duty because of their own illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child or other close relative (including in-laws) or member of their own household, shall be entitled to sick leave. Four days of sick leave will be credited at the end of the first month of employment of each contract year and thereafter shall be credited at the end of each month with one day of sick leave for each month of employment which shall not be used prior to the time it is earned and credited to the member; provided that the member shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. Such sick leave shall be cumulative from year to year and there shall be no limit to the number of days of sick leave a member may accrue; pro-vided that at least one-half of this cumulative leave must be established within this district.

6.1-1 In the instance of an employee who has been the subject of disciplinary action for absenteeism, the Superintendent may require a certificate of illness from a licensed physician or mid-level practitioner for any illness-related employee absence.

6.1-2 An employee working a 12-month schedule who has exhausted accrued sick leave may use accrued vacation leave without providing advanced notice for up to 40 hours (based on an eight (8) hour work day) per fiscal year (July 1 – June 30). An employee working four (4) hour days may use up to 20 hours per fiscal year. Written verification from a licensed physician is required for use of vacation leave in lieu of sick leave.

6.2 PERSONAL LEAVE CHARGEABLE TO SICK LEAVE: Employees shall be permitted to be absent six (6) days each school year for personal reasons and the days shall be charged against accrued sick leave when used. This leave shall be noncumulative. An employee planning to use a personal leave day or days shall notify his/her principal or immediate supervisor at least one (1) day in advance, except in cases of emergency. Personal leave chargeable to sick leave cannot be used immediately preceding or following a holiday or vacation, or the first five (5) days and the last five (5) days of school that students are in attendance except in cases of emergency. The employee shall not be required to give reasons for personal leave, except when claiming an emergency.

6.3 CIVIC DUTY LEAVE: Any employee who is called for jury duty, subpoenaed as a witness in a case not involving personal litigation, subpoenaed by a court as a result of job related incidents, or as a witness on behalf of the Board shall be given leave and paid his/her full salary. The employee must return to duty if he/she is dismissed from further duty by 12:00 noon.

6.4 NATIONAL GUARD AND RESERVE TRAINING LEAVE: Any employee who is a member of a national military reserve unit or the National Guard shall be allowed up to seventeen (17) days without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit during the regular school term.

6.5 BEREAVEMENT LEAVE. An employee may be granted up to two (2) additional paid days of Bereavement Leave for the death of an immediate family member, (which is defined as father, mother, brother, sister, husband, wife, child or other close relative (including in-laws) or member of their own household). Bereavement leave is also available for the following extended family members, which is defined as grandparent, grandchild, aunt, uncle, mother in-law, father in-law, brother in-law or sister in-law. Bereavement Leave is not transferrable or accruable, and must be used within thirty (30) calendar days of the death. Application shall be made to the immediate supervisor in advance whenever possible. The employee will not be paid Bereavement Leave during non-scheduled workdays. Employees must provide a copy of the obituary, funeral

notice, death certificate, or other satisfactory document with attached to the Employee Application for Leave Form. Details about the family member's relationship may be required.

6.6 ILLNESS IN LINE OF DUTY LEAVE: Illness in line of duty is granted up to a maximum of ten (10) days per year when any employee is absent from his/her duty because of personal injury received in the discharge of his/her duty, or because of illness from any contagious or infectious disease contracted in school work. Any personal injury received while on duty will be considered as a qualifying injury under this policy, provided the injury is reported to the immediate supervisor within twenty-four (24) hours or the next working day. Contagious or infectious diseases refer to those normally related to children such as measles, chicken pox, and mumps. A statement from a licensed physician may be required. Additional emergency sick leave may be granted out of local funds for such terms and under such conditions as the Board shall deem proper.

6.7 ASSOCIATION LEAVE DAYS: The School Board will provide twenty (20) days to be used as Association Leave Days. The Polk Education Association agrees to reimburse the District for the cost of substitutes.

6.8 MILITARY LEAVE: Military leave will be granted under the provisions of Florida Statutes 1012.66 to employees who are required to serve in the armed forces of the United States or this state. Employees on military leave shall be paid the difference between their School Board salary and their military salary if their military salary is less; however, vacation and sick leave time will not accrue for unpaid or partially paid military leave time. At the termination of service, employees must make application for reemployment within six (6) months following the date of discharge or release from active duty. The Board shall have a period not to exceed ninety (90) days to reassign the employee to duty in the school system. Such employee shall be offered his/her former position or offered a substantially similar position for which he/she is fully qualified.

6.9 ADMINISTRATIVE LEAVE: The superintendent has the authority to place an employee on administrative leave if the Superintendent believes that it is in the best interests of the students, staff, or community.

6.9-1 If an administrative leave extends beyond ten (10) workdays, the employee and the Association will be notified by the Director of Employee Relations, or his designee, the reasons for the extension.

6.9-2 The employee placed on administrative leave will continue to receive full pay. All rules for active employees will continue to apply.

ARTICLE X. TRANSFERS LAYOFF AND RECALL

- *Clarification on day to mean a contractual work day.*
- *All transfer requests take place online through the Applicant Registration System.*
- *Elimination of the paper form from the contract.*

TRANSFERS:

10.1 REQUEST FOR TRANSFER: Unless the paraeducator and both principals agree, no transfers shall be allowed during a period spanning from 14 calendar days before the first contract **work** day until after the 20th contract **work** day. A transfer will not be considered unless the paraeducator is qualified for such vacancy. All transfers shall be initiated by the receiving principal, with copies to the releasing principal or immediate supervisor and the Human Resource Services office. The principal, when making his/her decision, shall consider the following: seniority, educational qualifications, expertise and ability, prior job experience, performance evaluations, and recommendations of previous supervisors. The transfer of the paraeducator will be subject to Board approval.

10.1-1 TRANSFER DURING SCHOOL YEAR TERM: Paraeducators may request to be transferred when there are vacancies for which the paraeducator is qualified. **Requests for transfer from one worksite to another shall be made electronically through the Applicant Registration System.** Should a paraeducator be offered and accept a position during the school term, then the releasing principal must release the paraeducator from their school within twenty **(20)** contract days after being contacted by the receiving principal.

10.1-2 REQUESTS FOR TRANSFER BETWEEN SCHOOL YEARS TERMS: Requests for transfer from one worksite to another shall be made **electronically through the Applicant Registration System**, on a form (Appendix B) located in the Paraeducator Collective Bargaining Agreement or provided by the school. The transfer request will be given to the building principal/supervisor who will forward it to Human Resource Services. The Human Resource Services office shall prepare and keep a list of all employees seeking transfers. This list shall be available to the Association and to all principals for their review and consideration. A transfer will not be considered unless the employee is qualified for the vacancy. The transfer list will be arranged in order of seniority in the District. The list will be shared between Area Offices/Divisions to facilitate transfer from one area to another.

10.2 VOLUNTARY TRANSFER; WITHIN A PAY GRADE WILL NOT RECEIVE A PAY ADJUSTMENT.
A Voluntary transfer to a higher **or lower** pay grade **will be** effective on **the** date of transfer. ~~Voluntary transfers to a lower pay grade effective date of transfer. A voluntary transfer within the same pay grade will not receive a salary adjustment.~~

10.3 INVOLUNTARY TRANSFERS: The Board and the Association recognize that it may be necessary to transfer a paraeducator or paraeducators involuntarily. Involuntary transfers shall only be made due to the following: (1) loss of units or staffing requirements at particular locations, (2) providing for a racially balanced worksite staff, (3) dividing a worksite faculty to form a new worksite, (4) phasing out a program, (5) changing a program, (6) closing a worksite, (7) providing for a comparability of worksites for Federal program, (8) complying with a court order, (9) lack of required certification for position. Relocation shall be made after asking for volunteers and consideration of the following criteria: seniority, educational qualifications, expertise and ability, prior job experience, and performance evaluations. All employees so affected will be notified not less than four (4) working days prior to such relocation. The employee shall have the right to appeal an involuntary transfer first to the Director of Employee Relations, then to the Superintendent or his/her designee.

10.3-1 ESE STUDENT SPECIFIC PARAEDUCATORS: ESE Student Specific Paraeducators are considered Districtwide employees as they are trained and assigned to work with a specific student(s). If the assigned student transfers to another school within the District, the ESE Student Specific Paraeducator transfers with the student if the receiving school is within the mileage allocation, or they wish to accept the move. If the assigned student exits the District, or no longer requires a student specific paraeducator according to the Individual Educational Plan (IEP), the ESE Student Specific Paraeducator is displaced and will be reassigned, with the first priority being a vacant position within the next pay grade and mileage policies.

In case of layoffs ESE Student Specific Paraeducators will be given priority if they have received certified District training to meet the student's Individual Educational Plan (IEP) including, but not limited to verbal de-escalation/restraint, Picture Exchange Communication System (PECS) training, toileting, minimal medical training, and/or mobility/lifting training.

10.3-2 In unusual and special circumstances the Superintendent may recommend to the Board that a paraeducator be transferred from one position to another specific position for which the employee is qualified/highly qualified for good and sufficient reasons. Any employee being transferred under this section may receive written reasons for the transfer, if so requested by the employee. Such transfers shall not become effective until approved by the Board. The term "unusual and special circumstances" shall mean, with respect to the involuntary transfer, that it is not practicable for the District to adhere to the requirements of Article 10.3. The District's determination of non-practicability shall be subject to the grievance procedure set forth in the Collective Bargaining Agreement, School Board approval of the transfer notwithstanding.

10.4 INVOLUNTARY TRANSFER: IF TO A HIGHER PAY GRADE, APPROPRIATE SALARY INCREASE EFFECTIVE ON DATE OF TRANSFER. An involuntary transfer to a higher pay grade will result in the appropriate salary increase effective on the date of transfer.

If **an employee is involuntarily transferred** to a lower pay grade **that employee shall** retain **the same** salary **for** the remainder of the current school year. **The salary shall reflect the** receive appropriate reduction at the beginning of the next school year. Employees shall receive credit for appropriate experience and in the case of paraeducators, college hours.

10.5 DISPLACEMENTS: Employees displaced for one of the reasons (1-9) listed in 10.3 will be placed on a "displaced list". Employees on the displaced list will be placed before new hires are appointed provided there are qualified employees on the displaced list for the vacant position. Effort will be made to identify and place involuntarily transferred employees within a radius no more than the current distance they drive to work or 25 miles, whichever is greater. Refusal by the employee to accept a position shall release the Board from further obligation to that employee. It will be necessary for displaced employees to provide an address and telephone number where they can be contacted during summer break to the Director of Employee Relations. Each displaced employee will receive a letter from their principal/supervisor that outlines the displacement procedure.

10.6 LAYOFFS:

In the event it becomes necessary to lay off employees, volunteers for lay-off will first be sought from among the affected positions. When a lay-off is necessary, the number of positions being eliminated will be determined by the District Office. The worksites will eliminate the necessary positions; those employees will be placed on the lay-off list. The District Office will cut the same number of positions from the employees with the least seniority in the District with the exception of positions that require licensure or certification. The employees on the lay-off list will be offered the vacant positions according to the RECALL language.

10.7 A meeting shall be held with the Association prior to any lay-off. The Board agrees to provide the Association with a list of names of the employees in the affected position and titles.

10.8 The employees in the affected position titles shall be notified in writing as soon as possible after the decision is made. In no event shall the Board give less than ten (10) working days notice to affected employees.

10.9 As soon as an employee is notified of his/her pending lay-off, he/she shall notify his/her supervisor and the Director of Employee Relations (Human Resource Services Division) if he/she is interested in being assigned to any other position within this bargaining unit for which he/she is qualified.

10.10 All laid off employees shall be notified and recalled in inverse order of their lay-off, provided they have the skill, ability, and qualifications required to perform the job.

10.11 An employee who has been laid off shall retain previously earned seniority toward salary advancement.

10.12 New employees shall not be hired into positions for which there are qualified employees on lay-off.

10.13 RECALL:

Any employee who has been laid off because of a reduction in personnel shall be recalled in inverse order to the first position in the District equivalent to that from which he/she was laid off. An employee shall be considered for positions other than those equivalent to that from which he/she was laid off provided he/she has the skills, abilities and qualifications necessary for the other positions.

10.14 Any employee on layoff will be maintained on the recall list for twelve months following the layoff notice. The Association shall be provided a copy of the list which indicates employee name, position title, and date of hire.

10.15 When employees on lay-off are recalled, the employee with the greatest seniority in that position title shall be recalled first. If the laid off employee is temporarily unavailable to return to work due to medical or FMLA reasons, they may request an extension of their recall rights, not to exceed two (2) months.

10.16 Within five (5) days receipt of a registered letter of recall, the employee shall notify the personnel office in writing whether he/she will accept reemployment. The Association shall be provided a copy of the recall letters.

10.17 If the employee does not accept the position, he/she will go to the bottom of the list. When the employee comes to the top of the list for a second time and does not accept the position offered, the Board shall be released from further recall obligation.

10.18 If every employee on the list has declined an opening, the district will place the least senior employee on the recall list in the vacant position provided they have the qualifications, certification, and/or prior job experience required to perform the job. This shall be treated as an involuntary transfer.

10.19 When an employee is offered a position at a worksite which is twenty-five (25) miles or more from his/her residence, he/she shall have the right to turn down any/all offered positions and maintain their position at the top of the recall list.

10.20 MAINTAINED SENIORITY: Employees on authorized leave or layoff shall maintain their original date of hire. An employee that fails to report for work within three (3) days of the recall from lay-off shall be considered terminated. An employee who has been laid off shall retain previously earned seniority toward salary advancement.

10.21 Laid-off employees may pay, on a monthly basis, the premiums for group life and hospitalization for a period of up to one (1) year provided the employee continues to pay his part of the premium subject to the provisions of the COBRA law and payment is received by the Risk Management Department of the Business Services Division before the first of the month. This benefit may be extended as defined by COBRA (Consolidated Omnibus Budget Reconciliation Act) legislation. But in no event may the coverage be continued beyond the date the employee became eligible for coverage under any other group type plan.

APPENDIX B – NON-INSTRUCTIONAL TRANSFER REQUEST FORM

PARAEDUCATOR

Polk County Public Schools

Name: ~~Click here to enter text.~~ **SAP #:** ~~Click here to enter text.~~ **Date:** ~~Click here to enter text.~~

Present Position: ~~Click here to enter text.~~

Location: ~~Click here to enter text.~~

~~I request the following transfer: Click here to enter text.~~

Reason for request: ~~Click here to enter text.~~

~~I understand that if a transfer is possible I will be given every consideration.~~

Signature

Distribution:

1 copy to Assistant Superintendent

1 copy to employee

Disposition of Request

Date: _____ Principal _____

Date: _____ Assistant Superintendent _____

~~This form will be kept on file for one year.~~

APPENDIX C – PARAEDUCATOR PAY GRADES

- Clarification on ESE specialized units no longer including a reference to ESS Countywide

Pay Grade	Prior Pay Grade	Days/Year	Hours/Day	Hrs/Year	Job Titles
PA01	A	186	7.5	1395	Basic, ESOL, Title I, Title I Parent Involvement
PA02	B	186	7.5	1395	Computer Lab Manager, Culinary Para, ESE Basic (non self-contained), ESE Cluster, Health Clinic, Media I (with teacher), Physical Education
PA03	C,G	186	7.5	1395	Credentialed Child Development Associate (CDA), ESE Pre-K, ESE Self-contained, Pre-K Basic, Media II (without teacher), SPELL, READ, PAT Para, ESE Student Specific
PA03-8		247	8	1976	Family Services Advocate - Head Start
PA04	D	186	7.5	1395	Specialized ESE Unit Paraeducator, Paraeducators assigned to four (4) ESE Learning Centers: Doris A. Sanders Learning Center, ESE Countywide , Jean O'Dell Learning Center, and Karen M. Siegel Academy, Vocational Trainers, Hearing Screener
PA05	E	186	7.5	1395	Cosmetologist, Massage Therapist
PA 05-8		247	8	1976	Media II (Books Bridge Mobile Library)
PA06	F	194	8	1552	Adjudicated Youth Assistant (AYA)
PA07-7.5		186	7.5	1395	Outreach Facilitator, Virtual Education Facilitator
PA07-8	L	196	8	1568	Child Development Associate Teacher
PA07-12		247	8	1976	Head Start Outreach Facilitator
PA08-10	E	186	7.5	1395	Network Manager (10-month)
PA08-11		216	7.5	1620	Network Manager (11-month)
PA09	K	186	7.5	1395	LPN
PA10		194	8	1552	Physical Therapist Assistant, Occupational Therapy Assistant
PA11		186	8	1488	21 st Century Grant (Position terminates when grant ends.)
SL00		186	7.5	1395	Educational Sign Language Interpreter – Entry Level
SL01		186	7.5	1395	Educational Sign Language Interpreter – Pre-Apprentice
SL02	H	186	7.5	1395	Educational Sign Language Interpreter – Apprentice
SL03	I	186	7.5	1395	Educational Sign Language Interpreter – Provisional
SL04	J	186	7.5	1395	Educational Sign Language Interpreter – Provisional Plus
SL05		186	7.5	1395	Educational Sign Language Interpreter – Proficient

APPENDIX D – PARAEDUCATOR SALARY SCHEDULE – 2017-2018

In the 2017-2018 school year all eligible employees will advance to the correct years of experience in the salary schedule. This will be reflected on the salary schedule as a single step for salary purposes.

Years of Experience	PA01	PA02	PA03	PA03-8	PA04	PA05	PA05-8
Prior to 2017-2018							
0	\$12,434	\$12,774	\$13,127	\$17,707	\$13,490	\$13,859	\$18,694
1	\$12,807	\$13,159	\$13,524	\$18,239	\$13,893	\$14,275	\$19,256
2	\$13,191	\$13,554	\$13,927	\$18,786	\$14,311	\$14,703	\$19,833
3	\$13,587	\$13,961	\$14,344	\$19,349	\$14,739	\$15,144	\$20,428
4	\$13,995	\$14,379	\$14,775	\$19,930	\$15,182	\$15,598	\$21,040
5	\$14,415	\$14,810	\$15,218	\$20,529	\$15,637	\$16,066	\$21,674
6	\$14,846	\$15,255	\$15,675	\$21,145	\$16,105	\$16,548	\$22,322
7, 8	\$15,292	\$15,713	\$16,146	\$21,779	\$16,588	\$17,045	\$22,994
9, 10	\$15,751	\$16,184	\$16,630	\$22,431	\$17,086	\$17,556	\$23,684
11	\$16,223	\$16,670	\$17,129	\$23,103	\$17,599	\$18,082	\$24,390
12	\$16,711	\$17,171	\$17,642	\$23,797	\$18,126	\$18,624	\$25,124
13	\$17,211	\$17,685	\$18,171	\$24,511	\$18,671	\$19,184	\$25,877
14	\$17,728	\$18,215	\$18,716	\$25,245	\$19,231	\$19,760	\$26,654
15	\$18,260	\$18,762	\$19,277	\$26,002	\$19,807	\$20,353	\$27,454
16	\$18,808	\$19,324	\$19,855	\$26,782	\$20,402	\$20,963	\$28,276
17	\$19,374	\$19,903	\$20,454	\$27,586	\$21,015	\$21,591	\$29,123
18	\$19,952	\$20,504	\$21,065	\$28,413	\$21,645	\$22,240	\$29,999
19	\$20,551	\$21,117	\$21,697	\$29,267	\$22,294	\$22,907	\$30,898
20	\$21,167	\$21,750	\$22,347	\$30,144	\$22,962	\$23,594	\$31,824
21	\$21,803	\$22,403	\$23,017	\$31,048	\$23,651	\$24,302	\$32,780
22	\$22,456	\$23,074	\$23,709	\$31,980	\$24,361	\$25,031	\$33,764
23	\$23,130	\$23,766	\$24,420	\$32,939	\$25,092	\$25,781	\$34,775
24	\$23,824	\$24,479	\$25,152	\$33,927	\$25,845	\$26,555	\$35,819
25	\$25,841	\$26,522	\$27,222	\$36,349	\$27,943	\$28,681	\$38,686
26	\$26,363	\$27,045	\$27,744	\$36,872	\$28,466	\$29,204	\$39,392
27	\$26,863	\$27,545	\$28,244	\$37,372	\$28,966	\$29,704	\$39,892

Years of Experience					Years of Experience				
Prior to					Prior to				
2017-2018	PA06	PA07-7.5	PA07-8	PA07-12	PA11	2017-2018	PA08-10	PA08-11	PA09
0	\$20,240	\$18,192	\$20,448	\$24,538	\$23,695	0	\$15,371	\$17,850	\$19,805
1	\$20,846	\$18,737	\$21,062	\$25,274	\$24,405	1	\$15,832	\$18,386	\$20,399
2	\$21,472	\$19,301	\$21,694	\$26,033	\$25,137	2	\$16,308	\$18,938	\$21,011
3	\$22,118	\$19,879	\$22,344	\$26,813	\$25,891	3	\$16,797	\$19,505	\$21,642
4	\$22,781	\$20,475	\$23,014	\$27,618	\$26,669	4	\$17,301	\$20,091	\$22,291
5	\$23,463	\$21,090	\$23,706	\$28,447	\$27,469	5	\$17,819	\$20,694	\$22,959
6	\$24,167	\$21,722	\$24,417	\$29,301	\$28,292	6	\$18,354	\$21,314	\$23,648
7, 8	\$24,892	\$22,374	\$25,148	\$30,179	\$29,140	7, 8	\$18,904	\$21,952	\$24,357
9, 10	\$25,640	\$23,045	\$25,903	\$31,083	\$30,016	9, 10	\$19,471	\$22,611	\$25,089
11	\$26,408	\$23,736	\$26,680	\$32,017	\$30,915	11	\$20,055	\$23,290	\$25,842
12	\$28,519	\$25,750	\$28,812	\$34,574	\$33,288	12	\$20,656	\$23,988	\$26,617
13	\$29,041	\$26,272	\$29,334	\$35,096	\$33,846	13	\$21,276	\$24,707	\$27,416
14	\$29,541	\$26,772	\$29,834	\$35,596	\$34,346	14	\$21,915	\$25,450	\$28,237
						15	\$22,573	\$26,213	\$29,084
						16	\$23,250	\$27,000	\$29,956
						17	\$23,948	\$27,809	\$30,855
						18	\$24,666	\$28,644	\$31,781
						19	\$26,716	\$30,854	\$34,118
						20	\$27,238	\$31,376	\$34,640
						21	\$27,738	\$31,876	\$35,140

Years of Experience		Years of Experience							
Prior to		Prior to							
2017-2018	PA10	2017-2018	SL00	SL01	SL02	SL03	SL04	SL05	
0	\$31,722	0	\$14,232	\$16,509	\$19,149	\$22,214	\$25,767	\$29,890	
1	\$32,674	1	\$14,658	\$17,003	\$19,724	\$22,880	\$26,540	\$30,787	
2	\$33,654	2	\$15,098	\$17,513	\$20,315	\$23,566	\$27,337	\$31,710	
3	\$34,664	3	\$15,551	\$18,038	\$20,924	\$24,273	\$28,156	\$32,661	
4	\$35,703	4	\$16,017	\$18,579	\$21,553	\$25,002	\$29,003	\$33,641	
5	\$36,774	5	\$16,499	\$19,137	\$22,200	\$25,752	\$29,872	\$34,651	
6	\$37,878	6	\$16,993	\$19,712	\$22,866	\$26,523	\$30,768	\$35,690	
7	\$39,014	7, 8	\$17,504	\$20,304	\$23,552	\$27,319	\$31,691	\$36,761	
8	\$40,185	9, 10	\$18,029	\$20,912	\$24,258	\$28,140	\$32,642	\$37,863	
9	\$41,390	11	\$18,569	\$21,539	\$24,985	\$28,983	\$33,621	\$39,001	
10	\$42,632	12	\$20,375	\$23,464	\$27,048	\$31,207	\$36,032	\$41,626	
11	\$43,911	13	\$20,898	\$23,987	\$27,571	\$31,730	\$36,554	\$42,149	
12	\$44,411	14	\$21,398	\$24,487	\$28,071	\$32,230	\$37,054	\$42,649	

All employees are to be paid in twelve (12) equal payments.

Longevity supplement of \$37.00 per month beginning upon completion of 15 years of creditable service and in 5 year increments thereafter.

APPENDIX D – PARAEDUCATOR SALARY SCHEDULE – 2018-2019

- *The base salary has increased by the cost of living of \$300 for all scales.*
- *Eligible employees will advance one step on the salary schedule.*

In the **2018-2019** school year all eligible employees will advance to the correct years of experience in the salary schedule. This will be reflected on the salary schedule as a single step for salary purposes.

Years of Experience	PA01	PA02	PA03	PA03-8	PA04	PA05	PA05-8
Prior to							
2018-2019	300						
0	\$12,734	\$13,074	\$13,427	\$18,007	\$13,790	\$14,159	\$18,994
1	\$13,116	\$13,466	\$13,830	\$18,547	\$14,204	\$14,584	\$19,564
2	\$13,510	\$13,870	\$14,245	\$19,104	\$14,630	\$15,021	\$20,151
3	\$13,915	\$14,286	\$14,672	\$19,677	\$15,069	\$15,472	\$20,755
4	\$14,332	\$14,715	\$15,112	\$20,267	\$15,521	\$15,936	\$21,378
5	\$14,762	\$15,156	\$15,566	\$20,875	\$15,986	\$16,414	\$22,019
6	\$15,205	\$15,611	\$16,033	\$21,501	\$16,466	\$16,907	\$22,680
7	\$15,661	\$16,079	\$16,514	\$22,146	\$16,960	\$17,414	\$23,360
8	\$16,131	\$16,562	\$17,009	\$22,811	\$17,469	\$17,936	\$24,061
9	\$16,131	\$16,562	\$17,009	\$22,811	\$17,469	\$17,936	\$24,061
10	\$16,615	\$17,059	\$17,519	\$23,495	\$17,993	\$18,474	\$24,783
11	\$16,615	\$17,059	\$17,519	\$23,495	\$17,993	\$18,474	\$24,783
12	\$17,113	\$17,570	\$18,045	\$24,200	\$18,533	\$19,029	\$25,526
13	\$17,627	\$18,097	\$18,586	\$24,926	\$19,089	\$19,599	\$26,292
14	\$18,156	\$18,640	\$19,144	\$25,674	\$19,661	\$20,187	\$27,081
15	\$18,700	\$19,200	\$19,718	\$26,444	\$20,251	\$20,793	\$27,893
16	\$19,261	\$19,776	\$20,310	\$27,237	\$20,859	\$21,417	\$28,730
17	\$19,839	\$20,369	\$20,919	\$28,054	\$21,484	\$22,059	\$29,592
18	\$20,434	\$20,980	\$21,546	\$28,896	\$22,129	\$22,721	\$30,480
19	\$21,047	\$21,609	\$22,193	\$29,763	\$22,793	\$23,403	\$31,394
20	\$21,679	\$22,258	\$22,859	\$30,656	\$23,477	\$24,105	\$32,336
21	\$22,329	\$22,925	\$23,544	\$31,575	\$24,181	\$24,828	\$33,306
22	\$22,999	\$23,613	\$24,251	\$32,523	\$24,906	\$25,573	\$34,305
23	\$23,689	\$24,321	\$24,978	\$33,498	\$25,653	\$26,340	\$35,334
24	\$24,400	\$25,051	\$25,728	\$34,503	\$26,423	\$27,130	\$36,394
25	\$25,376	\$26,053	\$26,757	\$35,883	\$27,480	\$28,215	\$37,850
26	\$26,391	\$27,095	\$27,827	\$37,319	\$28,579	\$29,344	\$39,364
27+	\$27,182	\$27,908	\$28,662	\$38,438	\$29,437	\$30,224	\$40,545

Years of Experience	PA06	PA07-7.5	PA07-8	PA07-12	PA11
Prior to					
2018-2019					
0	\$20,540	\$18,492	\$20,785	\$24,838	\$23,995
1	\$21,156	\$19,047	\$21,409	\$25,583	\$24,715
2	\$21,791	\$19,618	\$22,051	\$26,351	\$25,456
3	\$22,445	\$20,207	\$22,713	\$27,141	\$26,220
4	\$23,118	\$20,813	\$23,394	\$27,955	\$27,007
5	\$23,811	\$21,437	\$24,096	\$28,794	\$27,817
6	\$24,526	\$22,080	\$24,819	\$29,658	\$28,651
7	\$25,262	\$22,743	\$25,563	\$30,548	\$29,511
8	\$26,019	\$23,425	\$26,330	\$31,464	\$30,396
9	\$26,019	\$23,425	\$26,330	\$31,464	\$30,396
10	\$26,800	\$24,128	\$27,120	\$32,408	\$31,308
11	\$26,800	\$24,128	\$27,120	\$32,408	\$31,308
12	\$27,872	\$25,093	\$28,205	\$33,704	\$32,560
13	\$28,987	\$26,097	\$29,333	\$35,052	\$33,863
14+	\$29,857	\$26,880	\$30,213	\$36,104	\$34,879

Years of Experience	PA08-10	PA08-11	PA09	Years of Experience	PA10
Prior to				Prior to	
2018-2019					
<u>0</u>	<u>\$15,671</u>	<u>\$18,150</u>	<u>\$20,105</u>	<u>0</u>	<u>\$32,022</u>
<u>1</u>	<u>\$16,141</u>	<u>\$18,695</u>	<u>\$20,708</u>	<u>1</u>	<u>\$32,974</u>
<u>2</u>	<u>\$16,625</u>	<u>\$19,255</u>	<u>\$21,329</u>	<u>2</u>	<u>\$33,954</u>
<u>3</u>	<u>\$17,124</u>	<u>\$19,833</u>	<u>\$21,969</u>	<u>3</u>	<u>\$34,964</u>
<u>4</u>	<u>\$17,638</u>	<u>\$20,428</u>	<u>\$22,628</u>	<u>4</u>	<u>\$36,003</u>
<u>5</u>	<u>\$18,167</u>	<u>\$21,041</u>	<u>\$23,307</u>	<u>5</u>	<u>\$37,074</u>
<u>6</u>	<u>\$18,712</u>	<u>\$21,672</u>	<u>\$24,006</u>	<u>6</u>	<u>\$38,178</u>
<u>7</u>	<u>\$19,273</u>	<u>\$22,322</u>	<u>\$24,727</u>	<u>7</u>	<u>\$39,314</u>
<u>8</u>	<u>\$19,852</u>	<u>\$22,992</u>	<u>\$25,468</u>	<u>8</u>	<u>\$40,485</u>
<u>9</u>	<u>\$19,852</u>	<u>\$22,992</u>	<u>\$25,468</u>	<u>9</u>	<u>\$41,690</u>
<u>10</u>	<u>\$20,447</u>	<u>\$23,682</u>	<u>\$26,232</u>	<u>10</u>	<u>\$42,932</u>
<u>11</u>	<u>\$20,447</u>	<u>\$23,682</u>	<u>\$26,232</u>	<u>11</u>	<u>\$44,211</u>
<u>12</u>	<u>\$21,061</u>	<u>\$24,392</u>	<u>\$27,019</u>	<u>12+</u>	<u>\$44,711</u>
<u>13</u>	<u>\$21,692</u>	<u>\$25,124</u>	<u>\$27,830</u>		
<u>14</u>	<u>\$22,343</u>	<u>\$25,878</u>	<u>\$28,665</u>		
<u>15</u>	<u>\$23,013</u>	<u>\$26,654</u>	<u>\$29,525</u>		
<u>16</u>	<u>\$23,704</u>	<u>\$27,454</u>	<u>\$30,411</u>		
<u>17</u>	<u>\$24,415</u>	<u>\$28,277</u>	<u>\$31,323</u>		
<u>18</u>	<u>\$25,147</u>	<u>\$29,125</u>	<u>\$32,263</u>		
<u>19</u>	<u>\$26,153</u>	<u>\$30,290</u>	<u>\$33,553</u>		
<u>20</u>	<u>\$27,199</u>	<u>\$31,502</u>	<u>\$34,895</u>		
<u>21+</u>	<u>\$28,287</u>	<u>\$32,762</u>	<u>\$36,291</u>		

Years of Experience	SL00	SL01	SL02	SL03	SL04	SL 05
Prior to						
2018-2019						
0	\$14,532	\$16,809	\$19,449	\$22,514	\$26,067	\$30,190
1	\$14,968	\$17,313	\$20,032	\$23,189	\$26,849	\$31,096
2	\$15,417	\$17,833	\$20,633	\$23,885	\$27,654	\$32,029
3	\$15,880	\$18,368	\$21,252	\$24,602	\$28,484	\$32,989
4	\$16,356	\$18,919	\$21,890	\$25,340	\$29,339	\$33,979
5	\$16,847	\$19,486	\$22,547	\$26,100	\$30,219	\$34,998
6	\$17,352	\$20,071	\$23,223	\$26,883	\$31,125	\$36,048
7	\$17,873	\$20,673	\$23,920	\$27,689	\$32,059	\$37,130
8	\$18,409	\$21,293	\$24,637	\$28,520	\$33,021	\$38,244
9	\$18,409	\$21,293	\$24,637	\$28,520	\$33,021	\$38,244
10	\$18,961	\$21,932	\$25,377	\$29,376	\$34,012	\$39,391
11	\$18,961	\$21,932	\$25,377	\$29,376	\$34,012	\$39,391
12	\$19,530	\$22,590	\$26,392	\$30,551	\$35,032	\$40,967
13	\$20,116	\$23,268	\$27,447	\$31,773	\$36,083	\$42,196
14+	\$20,719	\$23,966	\$28,820	\$33,361	\$37,526	\$43,462

All employees are to be paid in twelve (12) equal payments.

Longevity supplement of \$37.00 per month beginning upon completion of 15 years of creditable service and in 5 year increments thereafter.

MEMORANDA OF UNDERSTANDING

Subject: Targeted Support for DA schools

**REGARDING: TARGETED SUPPORT FOR DA SCHOOLS FOR
SCHOOL YEAR 2018-2019 SCHOOL STAFF PLACEMENT/SELECTION AND
RECRUITMENT/RETENTION**

The **SCHOOL DISTRICT OF POLK COUNTY, FLORIDA (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;

WHEREAS, the District is the employer and a party to the PEA Collective Bargaining Agreements (CBA) governing Teachers, Paraeducators, and Educational Support Personnel;

WHEREAS, the District has seven (7) schools which are in DA Status (hereinafter referred to as “schools”) that have received a school grade of “D”, four (“4”) of which must implement a turnaround option plan, and the schools are outlined in Attachment “A”, and

WHEREAS, the District must provide the Florida Department of Education with the MOU required by s. 1001.42(21), *Florida Statutes*.

WHEREAS, the parties have agreed to develop language regarding the selection, placement, and expectations for instructional staff in schools for the 2018 - 2019 school year described in s. 1012.28, F.S.;

NOW, THEREFORE, the parties agree as follows:

1. **Teacher Effectiveness**: In the schools covered by the MOU, the teachers in the following Core areas must demonstrate a 2017-2018 3-year aggregate State VAM score higher than *Unsatisfactory* to be retained: reading, math, science, language arts, and social studies. Other instructional staff, including but not limited to ESE and ESOL, that generate a VAM score and are measured by that metric will also be considered a Core teacher. For non-VAM evaluated teachers or those other than reading, math, science, language arts, and social studies teachers, retention must be based upon demonstrated mastery at 65%, or another agreed upon level, as demonstrated on District-identified assessments or successful completion of measurable student learning data goals within a Student Achievement Objective (SAO).
 - a. Intensive effort will be made to find staff that meets the demonstrated mastery to ensure appropriate staffing levels are met in the schools.
 - b. Teachers within their first year of teaching and without a student learning data source will be considered effective.
2. **Attendance**:
 - a. **Individual** – Any full-time permanent staff member who is absent one (1) day or less than one (1) day (“days” are defined as three (3) or more hours of personal or sick leave time) each quarter (nine weeks), through May 31, 2019 (the last Teacher workday), will receive \$1,000.00 paid in two (2) installments of \$500.00 in the employee’s January 2019 and June 2019 checks.
 - i. Employee’s use of Bereavement Leave, FMLA, Military Duty, Jury Duty and attendance in professional development trainings will not affect the employee’s attendance record.

- ii. For Educational Support Personnel, use of the following paid bargained leave will not affect attendance: Birthday Bonus within birth month, Rotating Holiday(s), and 2-hour Appointment per month.
- iii. Kelly Substitutes are not eligible for the stipend.

3. **Professional Development:** Professional development will be job embedded and data driven to move the turnaround plan (if required) forward as presented to the Florida Department of Education. This does not preclude participation in additional types of professional development as requested by the School Administrator.

4. **Planning Time:** Teachers at schools will follow the contractual agreement for planning time in Teacher Collective Bargaining Agreement, Article VI, 6.3 Planning Time. The teacher-directed planning period will be used for teachers to accomplish the individual work and preparation for teaching. Non-core teachers will participate in school directed, job embedded planning and/or professional development unless the subject matter being addressed in the session is solely related to a specific academic content unrelated to their scope of work as determined in advance by the school principal or his/her designee.

5. **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. All current content specific support staff (coaches/interventionists) will be rescreened for the placement of candidates. Every effort will be made to avoid pulling Coaches and Interventionists to act as substitutes and take them from their primary role in supporting instruction.

6. **Recruitment/Retention Stipend:** All members of the instructional staff that are retained at the schools or transfer into the schools, and agree to remain at the school for one (1) school year with continued demonstration of *Effective* and/or *Highly Effective* VAM data will receive a performance stipend as per the last available Student Learning Data for Teacher Evaluation. Non VAM teachers will receive a stipend of *Effective*.

- a. Paraeducators who agree to remain at the school for one (1) school year will receive a Recruitment/Retention Stipend.
- b. *Stipends will be paid in the first paycheck following the completion of each quarter (nine weeks). Leaving the school prior to the end of the quarter forfeits the stipend for that quarter (nine weeks).* Staff that start after the first day of any quarter receive a prorated portion of the stipend as long as they complete the quarter.
- c. The annual recruitment and retention stipend pay is as follows:

Staff	Highly Effective	Effective	Needs Improvement
Teachers/Coaches/Instructional Personnel	\$3,000	\$2,500	N/A
Paraeducators	\$1,000		N/A
Educational Support Personnel	\$1,000		N/A

7. **Use of Performance Data:** All Essential Performance Criteria, as documented in Journey, will be monitored by the administration for performance.

- a. 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.

- b. *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 can result in the teacher being moved out of the school.*
- c. Teachers may be involuntarily moved if, in conjunction with the Superintendent's designee, the School Administration and/or External Operator, believes it is in the best interest of the students and the student data reflects the need for a change. Prior to removing teachers from the school, the Human Resource Services Division will work with the school administration and will ensure placement of identified instructional personnel.

8. Additional Funding: If additional funds for schools are available either from a grant or other source while this MOU is in effect, the District and PEA will discuss any appropriate amendments and distribution of such funds.

This agreement will expire June 30, 2019.

ATTACHMENT "A"

1. Philip O'Brien Elementary School
2. Lewis Anna Woodbury Elementary School
3. Lewis Elementary School
4. Walter Caldwell Elementary School*
5. McLaughlin Middle School*
6. Griffin Elementary School*
7. Lake Marion Creek Middle School*

*Schools must implement a Turnaround Option Plan.

Subject: Title IV Targeted Support

REGARDING: TITLE IV TARGETED SUPPORT FOR SCHOOL YEAR 2018-2019 SCHOOL STAFF PLACEMENT/SELECTION AND RECRUITMENT/RETENTION

The **SCHOOL DISTRICT OF POLK COUNTY, FLORIDA (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;

WHEREAS, the District is the employer and a party to the PEA Collective Bargaining Agreements (CBA) governing Teachers, Paraeducators, and Educational Support Personnel;

WHEREAS, the District has nine (9) schools (hereinafter referred to as “schools”) which are in need of targeted support and are outlined in Attachment “A”, and

WHEREAS, the District must provide the Florida Department of Education with the MOU required by s. 1001.42(21), *Florida Statutes*.

WHEREAS, the parties have agreed to develop language regarding the selection, placement, and expectations for instructional staff in schools for the 2018 - 2019 school year described in s. 1012.28, F.S.;

NOW, THEREFORE, the parties agree as follows:

7. **Teacher Effectiveness**: In the schools covered by the MOU, the teachers in the following Core areas must demonstrate a 2017-2018 3-year aggregate State VAM score higher than *Unsatisfactory* to be retained: reading, math, science, language arts, and social studies. Other instructional staff, including but not limited to ESE and ESOL, that generate a VAM score and are measured by that metric will also be considered a Core teacher. For non-VAM evaluated teachers or those other than reading, math, science, language arts, and social studies teachers, retention must be based upon demonstrated mastery at 65%, or another agreed upon level, as demonstrated on District-identified assessments or successful completion of measurable student learning data goals within a Student Achievement Objective (SAO).
 - a. Intensive effort will be made to find staff that meets the demonstrated mastery to ensure appropriate staffing levels are met in the schools.
 - b. Teachers within their first year of teaching and without a student learning data source will be considered effective.

8. **Professional Development**: Professional development will be job embedded and data driven to move the school improvement initiatives forward. This does not preclude participation in additional types of professional development as requested by the School Administrator.

Teachers at schools will follow the contractual agreement for planning time in Teacher Collective Bargaining Agreement, Article VI, 6.3 Planning Time.

9. **Planning Time**: The teacher-directed planning period will be used for teachers to accomplish the individual work and preparation for teaching. Non-core teachers will participate in school directed, job embedded planning and/or professional development unless the subject matter being addressed in the session is solely related to a specific academic content unrelated to their scope of work as determined in advance by the school principal or his/her designee.

10. **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. All current content specific support staff (coaches/interventionists) will be rescreened for the placement of candidates. Every effort will be made to avoid pulling Coaches and Interventionists to act as substitutes and take them from their primary role in supporting instruction.

11. **Recruitment/Retention Stipend**: All members of the instructional staff that are retained at the schools or transfer into the schools, and agree to remain at the school for one (1) school year with continued demonstration of *Effective* and/or *Highly Effective* VAM data will receive a performance stipend as per the last available Student Learning Data for Teacher Evaluation. Non VAM teachers will receive a stipend of *Effective*.

- a. Paraeducators who agree to remain at the school for one (1) school year will receive a Recruitment/Retention Stipend.
- b. *Stipends will be paid in the first paycheck following the completion of each quarter (nine weeks). Leaving the school prior to the end of the quarter forfeits the stipend for that quarter (nine weeks).* Staff that start after the first day of any quarter receive a prorated portion of the stipend as long as they complete the quarter.
- c. The annual recruitment and retention stipend pay is as follows:

Staff	Highly Effective	Effective	Needs Improvement
Teachers/Coaches/Instructional Personnel	\$2,100	\$1,600	Not Eligible
Paraeducators	\$500		
ESP	\$500		

- 9. Use of Performance Data:** All Essential Performance Criteria, as documented in Journey, will be monitored by the administration for performance.
- a. 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.
 - b. *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 can result in the teacher being moved out of the school.*
 - c. Teachers may be involuntarily moved if, in conjunction with the Superintendent’s designee, the School Administration and/or External Operator, believes it is in the best interest of the students and the student data reflects the need for a change. Prior to removing teachers from the school, the Human Resource Services Division will work with the school administration and will ensure placement of identified instructional personnel.

10. Additional Funding: If additional funds for schools are available either from a grant or other source while this MOU is in effect, the District and PEA will discuss any appropriate amendments and distribution of such funds.

This agreement will expire June 30, 2019.

ATTACHMENT “A”

- 8. Fred Garner Elementary School
- 9. Auburndale Central Elementary School
- 10. Boone Middle School
- 11. Dennison Middle School
- 12. Kathleen Middle School
- 13. Lake Alfred Polytech Academy
- 14. Stambaugh Middle School
- 15. Westwood Middle School
- 16. Mulberry High School

Subject: Targeted Support for Bartow Middle SIG4

**REGARDING: TARGETED SUPPORT FOR BARTOW MIDDLE SCHOOL
SCHOOL IMPROVEMENT GRANT COHORT 4 (SIG4)
SCHOOL YEARS 2018-2020 SCHOOL STAFF PLACEMENT/SELECTION AND
RECRUITMENT/RETENTION**

The **SCHOOL DISTRICT OF POLK COUNTY, FLORIDA (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;

WHEREAS, the District is the employer and a party to the PEA Collective Bargaining Agreements (CBA) governing Teachers, Paraeducators, and Educational Support (clerical) Personnel;

WHEREAS, Bartow Middle School is in need of targeted support, and;

WHEREAS, the District must provide the Florida Department of Education with the MOU required by s. 1001.42(21), *Florida Statutes*.

WHEREAS, the parties have agreed to develop language regarding the selection, placement, and expectations for staff for the 2018 - 2019 and 2019-2020 school years described in s. 1012.28, F.S.;

NOW, THEREFORE, the parties agree as follows:

12. Teacher Effectiveness: Bartow Middle School teachers in the following Core areas must demonstrate a 2017-2018 3-year aggregate State Value-Added Model (VAM) score higher than *Unsatisfactory* to be retained: reading, math, science, language arts, and social studies. Other instructional staff, including but not limited to ESE and ESOL, that generate a VAM score and are measured by that metric will also be considered a Core teacher.

For non-VAM evaluated teachers or those other than reading, math, science, language arts, and social studies teachers, retention must be based upon demonstrated mastery at 65%, or another agreed upon level, as demonstrated on District-identified assessments or successful completion of measurable student learning data goals within a Student Achievement Objective (SAO).

- a. Intensive effort will be made to find staff that meets the demonstrated mastery to ensure appropriate staffing levels are met in the schools.
- b. Teachers within their first year of teaching and without a student learning data source will be considered *Effective*.

13. Professional Development: Professional development will be job embedded and data driven to move the turnaround plan forward as presented to the Florida Department of Education. This does not preclude participation in additional types of professional development as requested by the School Administrator.

14. Planning Time: Teachers will follow the contractual agreement for planning time in Teacher Collective Bargaining Agreement, Article VI, Section 6.3 Planning Time. The teacher-directed planning period will be used for teachers to accomplish the individual work and preparation for teaching. Non-core teachers will

participate in school directed, job embedded planning and/or professional development unless the subject matter being addressed in the session is solely related to a specific academic content unrelated to their scope of work as determined in advance by the school principal or his/her designee.

15. 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. All current content specific support staff (coaches/interventionists) will be rescreened for the placement of candidates. Every effort will be made to avoid pulling Coaches and Interventionists to act as classroom substitutes and take them from their primary role in supporting instruction.

16. Recruitment/Retention Stipend:

- a. All members of the instructional staff that are retained at the schools or transfer into the schools, and agree to remain at the school for one (1) school year with continued demonstration of *Effective* and/or *Highly Effective* VAM data will receive a stipend as per the last available Student Learning Data for Teacher Evaluation. Non VAM teachers will receive a stipend equating to *Effective*.
- b. Paraeducators and Educational Support (clerical) Personnel who agree to remain at the school for one (1) school year will receive a Recruitment/Retention Stipend.
- c. *Stipends will be paid in the first paycheck following the completion of each quarter (nine weeks). Leaving the school prior to the end of the quarter forfeits the stipend for that quarter (nine weeks).* Staff that start after the first day of any quarter receive a prorated portion of the stipend as long as they complete the quarter.
- d. The annual recruitment and retention stipend pay is as follows for 2018-2019 and 2019-2020:

Staff	Highly Effective	Effective
Teachers/Coaches/Instructional Personnel	\$2,700	\$2,200
Paraeducators	\$500	
Educational Support Personnel	\$500	

11. Use of Performance Data: All Essential Performance Criteria, as documented in Journey, will be monitored by the administration for performance.

- a. 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.
- b. *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 can result in the teacher being moved out of the school.*
- c. Teachers may be involuntarily moved if, in conjunction with the Superintendent’s designee, the school administration and/or External Operator, believes it is in the best interest of the students and the student data reflects the need for a change. Prior to removing teachers from the school, the Human Resource Services Division will work with the school administration and will ensure placement of identified instructional personnel.

12. Performance Award June 2020:

If Bartow Middle School attains the objectives as set forth in the School Improvement Grant Cohort 4, then all instructional staff (Teachers covered by the Teacher Collective Bargaining Agreement) will receive a one-time \$3,000 stipend. All other staff, including Educational Support Personnel and Paraeducators) will receive \$1,000.

13. Funding: If additional funds for schools are available either from a grant or other source while this MOU is in effect, the District and PEA will discuss any appropriate amendments and distribution of such funds. Payment of stipends is contingent on continuation of grant fund award.

This agreement will expire June 30, 2020.

HEALTH PLAN DESIGN AND PREMIUM CHANGES FOR 2019

- *The proposed changes to the Health Plan Design for 2019 include increases in the premiums for all groups to reflect the actual usage of the plan and to keep it solvent.*
- *Medical Plan Design changes to increase the out of pocket for individual and family and keep the Out-of-Pocket Maximum at current levels and increase the co-pay costs when visiting a primary care or specialist.*
- *Prescription Drug Plan design changes increase deductible as well as co-pays. The change to Walgreens as the exclusive pharmacy provider saves nearly \$1 million dollars a year.*
- *All of these cost increases and plan design changes are to ensure the health plan remains solvent as required by the State Office of Insurance Regulation.*

PROPOSED PREMIUMS

Source	CURRENT Monthly	DISTRICT'S 4/23/18 INITIAL PROPOSAL		UNIONS' 8/1/18 INITIAL PROPOSAL	DISTRICT'S 8/27/18 COUNTER PROPOSAL	UNIONS' COUNTER PROPOSAL
		7/1/2018	1/1/2019	1/1/2019	1/1/2019	9/6/2018 1/1/2019
Board	\$574	<u>\$594</u>	<u>\$594</u>	<u>Effective 7/1/2018 \$594</u>	<u>Effective 7/1/2018 \$614</u>	<u>Effective 7/1/2018 \$614</u>
Clinic Assess	\$20	<u>\$40</u>	<u>\$40</u>	<u>\$40</u>	<u>\$40</u>	<u>\$40</u>
Employee	\$0		<u>\$35</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Spouse	\$423		<u>\$634</u>	<u>\$594</u>	<u>\$614</u>	<u>\$594</u>
1 Child	\$95		<u>\$120</u>	<u>\$105</u>	<u>\$105</u>	<u>\$105</u>
2 Children	\$190		<u>\$240</u>	<u>\$210</u>	<u>\$210</u>	<u>\$210</u>
3+ Children	\$215		<u>\$360</u>	<u>\$245</u>	<u>\$245</u>	<u>\$245</u>
Waivers Using Clinic	\$0		<u>\$20</u>	<u>\$20</u>	<u>\$20</u>	<u>\$20</u>
<u>Tobacco Surcharge</u>			<u>\$80</u>	\$80	\$0	\$0
Retiree < 65	\$535		<u>\$634</u>	<u>\$594</u>	<u>\$614</u>	<u>\$594</u>

PROPOSED MEDICAL PLAN DESIGN CHANGES EFFECTIVE 1/1/2019

BENEFIT	CURRENT	DISTRICT'S 4/23/18 INITIAL PROPOSAL	UNIONS' 8/1/18 INITIAL PROPOSAL	DISTRICT'S 8/27/18 COUNTER PROPOSAL	UNIONS' 9/6/2018 COUNTER PROPOSAL
Calendar Year Deductible	\$750/\$1,500	<u>\$1,250/\$2,500</u>	<u>\$900/\$1,800</u>	<u>\$900/\$1,800</u>	<u>\$900/\$1,800</u>
Annual Out-of-Pocket Maximum	\$5,000/\$9,000	<u>\$6,000/\$10,000</u>	<u>\$5,000/\$9,000</u>	<u>\$5,000/\$9,000</u>	<u>\$5,000/\$9,000</u>
Primary Care/Specialist Copayment	\$40	<u>\$60/\$60</u>	<u>\$40/\$50</u>	<u>\$50/\$50</u>	<u>\$50/\$50</u>
Urgent Care Copayment	\$40	<u>\$60</u>	<u>\$60</u>	<u>\$50</u>	<u>\$50</u>
The District will continue to work with the PCSB Health Clinic Operator to develop Sunday hours for the PCSB Clinics.					

PROPOSED PRESCRIPTION DRUG PLAN DESIGN CHANGES EFFECTIVE 1/1/2019

	CURRENT			DISTRICT'S 4/23/18 INITIAL PROPOSAL			UNIONS' 8/1/18 PROPOSAL			DISTRICT'S 8/27/18 COUNTER PROPOSAL			UNIONS' COUNTER SEPTEMBER 6, 2018		
	\$25 Per Person Deductible Retail Brand			\$100 Per Person Deductible Retail and Mail Brand			\$50 Per Person Deductible Retail and Mail Brand			\$50 Per Person Deductible Retail and Mail Brand			\$50 Per Person Deductible Retail and Mail Brand		
	Generic	Preferred Brand	Non-Preferred	Generic	Preferred Brand	Non-Preferred	Generic	Preferred Brand	Non-Preferred	Generic	Preferred Brand	Non-Preferred	Generic	Preferred Brand	Non-Preferred
Retail 30	\$8	\$30+10% (\$60)	\$50+10% (\$100)	\$8	<u>\$40+10% (\$80)</u>	<u>\$80+10% (\$160)</u>	\$8	<u>\$40+10% (\$80)</u>	<u>\$80+10% (\$160)</u>	\$8	<u>\$40+10% (\$80)</u>	<u>\$80+10% (\$160)</u>	\$8	<u>\$40+10% (\$80)</u>	<u>\$80+10% (\$160)</u>
Retail 90	\$8	\$90+10% (\$180)	\$150+10% (\$300)	<u>\$20</u>	<u>\$120+10% (\$240)</u>	<u>\$210+10% (\$420)</u>	<u>\$20</u>	<u>\$120+10% (\$240)</u>	<u>\$210+10% (\$420)</u>	<u>\$20</u>	<u>\$120+10% (\$240)</u>	<u>\$210+10% (\$420)</u>	<u>\$20</u>	<u>\$120+10% (\$240)</u>	<u>\$210+10% (\$420)</u>
Mail 90	\$8	\$75	\$125	<u>\$20</u>	<u>\$125</u>	<u>\$200</u>	<u>\$20</u>	<u>\$125</u>	<u>\$200</u>	<u>\$20</u>	<u>\$125</u>	<u>\$200</u>	<u>\$20</u>	<u>\$125</u>	<u>\$200</u>
Specialty*	\$8	\$75	\$125	<u>\$125</u>		<u>\$175</u>	<u>\$75</u>		<u>\$150</u>	<u>\$80</u>		<u>\$160</u>	<u>\$80</u>		<u>\$160</u>
				<i>*Limited to a 30-day supply</i> Change to Exclusive Network - Walgreens Only			<i>*Limited to a 30-day supply</i> Change to Exclusive Network - Walgreens Only			<i>*Limited to a 30-day supply</i> Change to Exclusive Network - Walgreens Only Modification to Rx Formulary			<i>*Limited to a 30-day supply</i> Change to Exclusive Network - Walgreens Only Modification to Rx Formulary		