

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

**ESE VE TEACHER SELF-CONTAINED BEHAVIOR ACADEMIC CLUSTER UNIT  
2023-2024 EXPECTATIONS**

**This Memorandum of Understanding (MOU) outlines the expectations and stipend eligibility for instructional support Behavior Academic Cluster (BAC) units serving elementary students with a consistent pattern of high frequency and/or high intensity documented behavior and placed in the IMPACT Program at the following schools:**

**Floral Avenue Elementary School  
Lake Shipp Elementary School  
Loughman Oaks Elementary School  
Sleepy Hill Elementary School**

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 Collective Bargaining Agreement (CBA) with the PEA; and,

**WHEREAS** each listed school above has been allocated two ESE VE Self-Contained teaching positions to facilitate highly specialized positive behavior interventions that are explicit, intensive, accelerated and provide ample practice for students with challenging behaviors.

**NOW, THEREFORE,** with the mutual goal of serving students in the IMPACT Program, the parties agree to additional expectations for these school-based teachers for the 2023-2024 school year.

- 1. Teacher of ESE VE (Exceptional Student Education for Varying Exceptionalities) Qualifications for the Behavior Academic Cluster Unit**



## **MEMORANDUM OF UNDERSTANDING ELEMENTARY ESE TEACHER SELF-CONTAINED BEHAVIOR ACADEMIC CLUSTER UNIT EXPECTATIONS**

- a. Must be certified in Exceptional Student Education (ESE) and Elementary Education.
- b. Hold an overall prior year instructional evaluation rating of *Highly Effective* or *Effective* to be considered.
- c. Hold certification in Crisis Prevention Institute Nonviolent Crisis Intervention-Advanced Physical Skills (NCI-APS) and demonstrate competency in performing physical crisis interventions/techniques to provide for the safety of students, other team members, and the teacher.
- d. Demonstrate an extensive knowledge and understanding of the concepts, principles, and methodologies for effective instruction and positive behavioral support that are beneficial for implementation with students with challenging and inappropriate behaviors.
- e. Establish and maintain effective professional relationships with contracted vendor(s) providing behavior support.
- f. Significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, handling, pushing, and pulling.
- g. Preferred: A minimum of three years' experience teaching "at-risk" and/or "behaviorally challenged" students.

### **2. Mandatory Professional Development**

- a. In addition to the Teacher Staff Development Days defined in the School Calendar, ESE BAC teachers must participate in three (3) days of early return professional development (PD): July 31, August 1, and August 2, 2023. (Note: August 3<sup>rd</sup> is the first 196-day teacher work day).
  - i. July 31: Behavior Coaching Initial Training Session



## **MEMORANDUM OF UNDERSTANDING ELEMENTARY ESE TEACHER SELF-CONTAINED BEHAVIOR ACADEMIC CLUSTER UNIT EXPECTATIONS**

ii. August 1, and August 2: NCI-APS

- b. Compensation:** The summer workday will be the same as the regular school year (7.75 daily paid hours) at each employee's regular hourly rate of pay, plus a one (1)-hour paid lunch.
- c.** Participate in Behavior Coaching Program facilitated by the Learning Support Division team during the work day. Teachers will participate in five training sessions, instructor led, throughout the first semester. Following the instructor-led training sessions, teachers will have a minimum of six individual 1:1 sessions with District behavior support staff to provide teachers the opportunity to apply the components and strategies covered in training sessions.
- d.** Additional 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.
- e.** Should a teacher 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.
- f.** 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.
- g.** Any mandatory staff development during the school year held beyond the regular duty day will be remunerated at the employee's regular hourly rate of pay.

### **3. Teacher Retention**

Due to the specialized instruction and professional development requirements, the expectation is for ESE BAC teachers at the listed schools to embrace the terms of this agreement and commit to remain at their school for the entire 2023-2024 school year. Hardship transfers outlined in CBA Article 17 will be permitted.



**MEMORANDUM OF UNDERSTANDING  
ELEMENTARY ESE TEACHER SELF-CONTAINED  
BEHAVIOR ACADEMIC CLUSTER UNIT EXPECTATIONS**

**4. Compensation**

- a. Annual Stipend of \$4,000 subject to the appropriate tax rate, to be prorated in ten installments.
- b. In the event a teacher transfers out of a school without an Impact Program and/or is no longer employed by the District, the stipend will be prorated through the last full month worked.
- c. To receive payment, eligible teachers must be actively employed on the payment date, and not on an unpaid extended Board-approved leave of absence.
- d. Provisional Substitutes and Kelly Educational Services substitutes are not eligible for the stipend.
- e. Should additional schools receive ESE BAC teacher allocations during the term of this agreement, the parties agree to create an addendum.

**This Memorandum of Understanding will expire June 30, 2024.**

**POLK EDUCATION ASSOCIATION, INC.**

**POLK COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_

**Stephanie Yocum  
President  
Polk Education Association**

By: \_\_\_\_\_

**Frederick R. Heid  
Superintendent  
Polk County Public Schools**

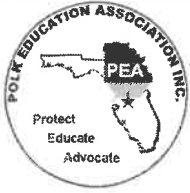
Date

7/17/23

Date

7/18/23

c: Jason Pitts, Chief of Staff, Deputy Superintendent



**MEMORANDUM OF UNDERSTANDING  
ELEMENTARY ESE TEACHER SELF-CONTAINED  
BEHAVIOR ACADEMIC CLUSTER UNIT EXPECTATIONS**

Joseph McNaughton, III, Associate Superintendent, Chief Academic Officer  
Tammy Williams, Assistant Superintendent, Learning Support  
Denisse Santos, Director, Behavior and Mental Health Support (Contact)  
Business Services Finance and Payroll Departments  
Human Resource Services