

MEMORANDUM OF UNDERSTANDING

BETWEEN the

ESCAMBIA COUNTY SCHOOL DISTRICT, ESCAMBIA EDUCATION ASSOCIATION, and the
UNION OF ESCAMBIA EDUCATION STAFF PROFESSIONALS

Both parties agree to the details of this Memorandum of Understanding (MOU). The parties understand that Warrington Middle School within the Escambia County School District meets the definition of the Educational Emergency as defined in House Bill 7069 because they have a D or F school grade. This MOU will supersede the Master Contract and will be reviewed prior to implementing in future years.

The District will recruit and appoint qualified teachers who meet certification requirements for Warrington Middle School without posting positions. Eighty percent (80%) of the teaching staff in the subjects of Mathematics and English Language Arts must have at least three (3) years of experience.

A teacher may work at Warrington Middle School if they meet the minimum requirements of state VAM and Danielson rating. If a teacher is recruited and transferred into Warrington Middle School either by the overall District evaluation rating or State VAM rating, then the teacher may return to their original position the following year. Once a teacher signs an appointment/transfer form for Warrington Middle School, they shall adhere to that appointment/transfer form for the duration of that contract year. They may not apply, interview, or accept an instructional position for that contracted school year. After a year of service, teachers wishing to transfer out of a Warrington Middle School at the end of the year may interview for any position in which they apply and are certified.

The External Operator has the authority to make personnel decisions for administrative, instructional, and educational support personnel at Warrington Middle School. Any instructional personnel hired on or before August 24, 2020 that the External Operator determines there is a need for change of placement, or a change in placement is required under the State Board of Education Order issued will be transferred. Instructional personnel on Annual Contract who have not met certification requirements, but attain that certification prior to the last day of school will receive help with job interviews. Instructional personnel who do not meet certification requirements prior to the last day of school will be non-renewed, but they can apply for positions if they attain certification in the summer months. Any educational support personnel outside of the probationary period whom the External Operator determines there is a need for a change of placement will be transferred. The PSC and ESP employees being moved will have the opportunity to work with Human Resource Services for placements.

The External Operator, principal, or district personnel may require lesson plans be available upon request and in the format the principal deems necessary. The principal should seek input from the External Operator, administrative team, district personnel, and instructional personnel for the format of the lesson plan. The content within the lesson plan will be determined by the External Operator, administrator, instructional leadership team, and content specialists.

The External Operator in collaboration with the principal shall make the final determination as to the format.

The External Operator in collaboration with the principal will evaluate instructional personnel. The ECSD E3 Evaluation will be the instrument used for evaluation.

The External Operator, principal or district personnel may require that planning time be used for group planning, PLC groups, grade level planning, or professional learning. Planning time will consist of structured and unstructured planning time. The principal or district personnel should take into consideration individual planning time, parent-teacher conference time, phone calls home, IEP's, grading, etc. when designing the group planning, PLC groups, grade level planning, or professional learning. Individual planning time will still be an integral part of a teacher's workload and will be built into the master schedule.

The External Operator and the District will provide professional development based on the needs of the school, data analysis, district personnel input, and instructional personnel input (example: leadership team input).

The parties agree that smaller class sizes are one way to ensure greater academic success early in a child's education experience. The district will make every effort to reduce class sizes at this school below the maximum allowed by the state. At the eight (8) day count, instructional personnel in Warrington Middle School will go strictly by Florida Statute for losing personnel. The teachers being moved will have the opportunity to choose their top three available sites, and they will have the same opportunities as all other teachers leaving a site after the eight (8) day count.

Both parties agree to the following terms and conditions:

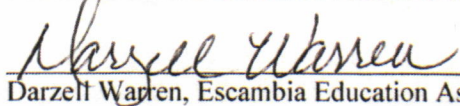
- The hours of the teacher work day will total 8.5 hours every day during the first semester, and 7.5 on Monday and Friday and 8.5 hours on Tuesday, Wednesday, and Thursday during the second semester. Teachers will also be compensated at their rate of pay for the hour of planning/professional development before school starts each day. 8:00 - 4:30 will be the contracted day on the 8.5 days.
- Instructional staff will receive a duty-free lunch unless extenuating circumstances will not allow for such offering.
- As needed, educational support personnel will be paid their hourly rate of pay when required to attend morning planning and professional development.
- All full-time instructional personnel with a Highly Effective VAM determined by the Department of Education will receive a \$15,000 (minus benefits and taxes) Recruitment, Retention, and Recognition Allocation for working at Warrington Middle. This Allocation will be divided and paid monthly in the individual's monthly check. All other instructional personnel will receive a \$7,500 (minus benefits and taxes) Recruitment, Retention, and Recognition Allocation for working at Warrington Middle. This Allocation will be divided and paid monthly in the individual's monthly check.
- All full-time instructional personnel will receive a \$1,500 (minus benefits and taxes) bonus for the first semester and a \$1,500 (minus benefits and taxes) for the second semester pending 90% of attendance for the required professional development and structured

planning during each semester.

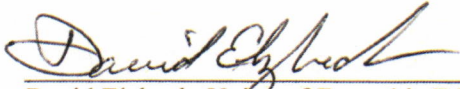
- All full-time educational support employees with no disciplinary, attendance, or performance issues will receive a \$400 bonus (minus benefits and taxes) for the first semester, and all full-time educational support employees with no disciplinary, attendance, or performance issues will receive a \$400 bonus (minus benefits and taxes) for the second semester.
- Instructional Educational Support Personnel (TA and TAS positions) will work an extra hour to attend professional development in the morning two days a week at their hourly rate of pay. The two extra hours per week will occur on Tuesday and Thursday. The start time will be 8:00 on the extended days.
- Teachers will be required to attend all district scheduled professional development days during the school year, along with at least three (3) professional development days during pre-planning.
- Teachers and Instructional Educational Support Personnel (TA and TAS positions) will be required to attend a four (4) day professional development training prior to the first day of the teacher contract and will receive their hourly rate of pay.
- The morning hour of planning/professional development will be structured and the second planning time during the day will be unstructured unless otherwise required. If a teacher participates in a structured required planning/professional development time in the morning and a required planning/professional development during their regular school planning period of the regular student day, the teacher may request to have an hour of planning time at the end of the workday to be compensated at \$16.00 per hour.

Agreed to by the parties on May 11, 2021 (date).

For the Escambia Education Association:



Darzell Warren, Escambia Education Association President

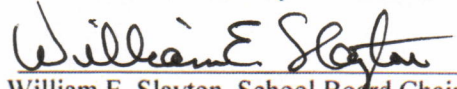


David Elzbeck, Union of Escambia Education Staff Professionals President



Nicole Sipka, Escambia FEA Service Unit Director

For the Escambia County School Board:



William E. Slayton, School Board Chair



Timothy A. Smith, Ed.D., Superintendent



Dr. Kimberly Thomas, Chief Negotiator

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

MAY 18 2021

DR. TIMOTHY A. SMITH, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY



MEMORANDUM OF UNDERSTANDING

BETWEEN the

ESCAMBIA COUNTY SCHOOL DISTRICT and the ESCAMBIA EDUCATION ASSOCIATION

Both parties agree that Placement of Retired Educators language must be edited in the Master Contract to be equitable for our current Escambia County School District employees.

Strike and Add of Current Master Contract with EEA:

Article II. 5. C. Placement for Retired Educators

It is the intent of the parties to treat all retired educators equitably for credit on the salary schedule.

1. Educators who retired from Escambia District Schools and who return to full time employment in Escambia District Schools shall be placed on the Level that equals the approved 7 years of experience of Appendix A-Instructional Salary Schedule.

2. Educators who retired or who will be eligible for retirement from any other school district during their first year of employment with the Escambia District Schools shall be placed on the Level that equals the approved 7 years of experience of Appendix A-Instructional Salary Schedule.

Agreed to by the parties on May 5, 2021 (date).

For the Escambia Education Association:

Darzell Warren
Darzell Warren, President

Nicole R. Sipka
Nicole Sipka, Escambia FEA/Service Unit Director

For the Escambia County School Board:

William E. Slayton
William E. Slayton, School Board Chair

Timothy A. Smith
Timothy A. Smith, Ed.D., Superintendent

Dr. Kimberly Thomas
Dr. Kimberly Thomas, Chief Negotiator

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

MAY 18 2021

DR. TIMOTHY A. SMITH, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY



MEMORANDUM OF UNDERSTANDING



Between The

ESCAMBIA COUNTY SCHOOL DISTRICT

And the

ESCAMBIA EDUCATION ASSOCIATION

Language to amend in EEA contract:

VII.2 VOLUNTARY TRANSFERS

D. Priority Transfer Process for Annual, Continuing & Professional Services employees:

1. Principals will meet with the Director of Human Resources in April to determine vacancies. These vacancies shall include but not be limited to positions created by retirement, resignation and staffing changes. When vacancies for the upcoming school year have been identified, the Human Resources Department will compile a listing of all vacancies.
2. The list of vacancies will be sent out district wide via the District E-mail System. the Applicant Tracking System (ATS).
3. The District will hold a Priority Transfer Day-event for all eligible currently employed teachers. No applicants from outside the system will be eligible for consideration during this time. Eligible teachers may attend participate in the Priority Transfer Day event and are encouraged to bring provide a completed resume to the representative of each school for which they wish to be considered for transfer.
4. Principals will review and consider the credentials of those teachers who applied for a transfer to their school. Principals may interview candidates for hire at the Priority Transfer Day event. If an interview is used in the selection process, a trained site leader will participate in the interview as the Union Representative. If the site leader is unavailable, the principal will invite an approved (trained) union representative to participate in the interview. The EEA will ensure that an up-to-date list of site leaders and approved union representatives is provided to Human Resources no later than two working days before the beginning of the Priority Transfer Event. At the end of the event, Principals shall provide the Human Resources Department with a listing of all successful transfers.
5. If a teacher is selected for the transfer, then the school from which the teacher is leaving will submit a "Request to Advertise" form to the Human Resources Office for the vacant position. If there is a Job Fair event open to the public, the school from which the teacher is leaving may list that job as an available job at this fair that is open to the public. With the exception of jobs left vacant due to priority transfer, no positions that have not been advertised for the Priority Transfer Day event shall be open to the public's job fair.
6. No Job Fair event shall occur before the Priority Transfer event.

7. Positions not filled through the Priority Transfer process will be listed on the first general or "open" posting ~~which will occur in early June~~ **following the Priority Transfer event.** This posting will be listed on the District website ATS. Applicants as well as employees will be able to apply online for specific vacancies.

Agreed to by the parties on March 3, 2021 (date).

For the Escambia Education Association:

Darzell Warren
Darzell Warren, President

Nicole R. Sipka
Nicole Sipka,
Escambia FEA Service Unit Director

For the Escambia County School Board:

William E. Slayton
William E. Slayton, School Board Chair

Timothy A. Smith
Dr. Timothy A. Smith, Superintendent

Dr. Kimberly Thomas
Dr. Kimberly Thomas, Chief Negotiator

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

APR 20 2021

DR. TIMOTHY A. SMITH, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

MEMORANDUM OF UNDERSTANDING

Between the

ESCAMBIA COUNTY SCHOOL DISTRICT

And the

ESCAMBIA EDUCATION ASSOCIATION and

UNION OF ESCAMBIA EDUCATION STAFF PROFESSIONALS

Escambia County School District (ECSD), the Escambia Education Association (EEA), and the Union of Escambia Education Staff Professionals (UEESP) hereby confirm the following agreement related to COVID-19 leave for employees.

Whereas: The Families First Coronavirus Response Act (FFCRA) expanded the emergency sick leave and emergency family and medical leave for all employees through December 31, 2020

Whereas: The Consolidated Appropriations Act (CAA) did not extend employees' entitlement to FFCRA leave beyond December 31, 2020.

Whereas: ECSD, EEA, and UEESP desire to limit the spread of COVID-19 in our schools.

NOW, THEREFORE, the parties agree as follows:

ECSD will continue to offer emergency sick leave and emergency family medical leave as outlined in the FFCRA through June 30, 2021.

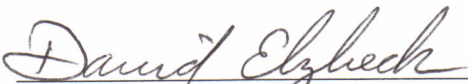
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ESCAMBIA COUNTY SCHOOL BOARD

Agreed to by the parties on January 8, 2021 (date).


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DR. TIMOTHY A. SMITH, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

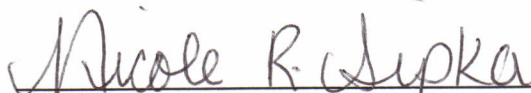
For the Union:



David Elzbeck, UEESP President

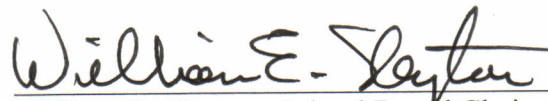


Darzell Warren, EEA President

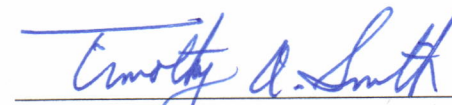


Nicole Sipka
Escambia FEA Service Unit Director

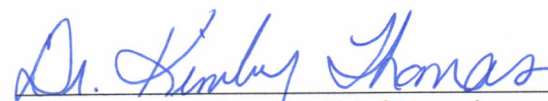
For the Escambia County School Board:



William E. Slayton, School Board Chair



Timothy A. Smith, Ed.D., Superintendent



Dr. Kimberly Thomas, Chief Negotiator

MEMORANDUM OF UNDERSTANDING
Between
The Escambia County School District
And
The Escambia Education Association

The parties hereby enter into this Memorandum of Understanding acknowledging an agreement to the following language regarding the remote learning option available to Escambia County students:

1. The blended model, which consists of students in a brick and mortar setting and students enrolled in the remote option is a necessity for extenuating circumstances. In these cases, teachers will be required to live stream their face-to-face instruction in a brick and mortar setting to include those students enrolled in the remote option.
2. As schedules are created and classes are leveled, the class load, which includes brick and mortar and remote students, will be considered for legislated class size. (VI.1)
3. Both parties understand that student enrollment and choice will be fluid throughout the year. Effort will be made to ensure equitable and mindful class size and social distancing. (VI.1)
4. Teachers shall be notified when video cameras or other recording equipment that are NOT connected to a laptop are installed in the classroom.
5. Video recording of lessons will not be required but may occur when agreed to by both parties.
6. As is already stated in the contract, video recordings of teachers may not be used as part of an evaluation without the advance knowledge and written consent; and (IX.3.C)
7. Observations of virtual classrooms may take place with the same requirements as all other observations in that when an administrator is conducting an observation, they must notify the teacher that they are present for evaluative purposes. Without such notice to the teacher, the observation cannot be counted for the overall evaluation ratings; and (IX.3.C).
8. Observations of blended classrooms will be conducted in person, unless otherwise agreed to by both parties.
9. Video evidence from classroom cameras and virtual instruction will not be the basis for discipline of employees, but could lead to an investigation if deemed necessary.
10. If video cameras are utilized to provide instruction all of the above shall apply and additionally:
 - a. Teachers should be trained on remote learning instruction.
 - b. Both parties understand that there may be malfunctions of said equipment and if not caused by negligence, the teacher will be held harmless.
 - c. Both parties understand that teachers are to be held harmless for any remote student behaviors that are streamed to the entire classroom.
11. This MOU will expire on June 30, 2021.

Agreed to by the parties on August 25, 2020 (date).

For the Escambia Education Association:

Darzell Warren
Darzell Warren, President

Nicole R. Sipka
Nicole Sipka
Escambia FEA Service Unit Director

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

SEP 21 2020

For the Escambia County School Board:

Patricia Hightower
Patricia Hightower, School Board Chair

Malcolm Thomas
Malcolm Thomas, Superintendent

Dr. Kimberly Thomas
Dr. Kimberly Thomas, Chief Negotiator

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

MEMORANDUM OF UNDERSTANDING

Between the

ESCAMBIA COUNTY SCHOOL DISTRICT

And the

**ESCAMBIA EDUCATION ASSOCIATION / UNION OF ESCAMBIA
EDUCATION STAFF PROFESSIONALS**

Due to the calendar changes as a response to preparation for start of school during the COVID – 19 pandemic, both parties have agreed to a change in the Master Contracts for this academic year (2020 – 2021). Even though our support professionals and our teachers will be paid the same salary over this school year, this change in language is to provide an option if our employees needing to supplement their income at the beginning of this year.

The change offers the option to apply and receive the annual payment for accumulated sick leave that was earned for the previous school year, and that is unused at the end of the school year, based on the daily rate of pay of the employee multiplied by eighty percent (80%) to be paid in SEPTEMBER instead of DECEMBER. Days for which such payment is received shall be deducted from the accumulated leave balance. The application date for this academic school year will begin after approval of the Board until the end of August in lieu of the annual October date for application.

The language in this MOU sunsets on June 30, 2021, and we shall return to original contract language.

For the Union:

Nicole B. Wipka
Escambia FEA Service Unit
Director

DATE SIGNED:

8/5/2020

For the District:

Dr. Kimberly Thomas
Chief Negotiator

School Board Chairperson

Patricia Hightower
Patricia Hightower

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

AUG 18 2020

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

Superintendent of Schools

Malcolm Thomas
Malcolm Thomas