

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:

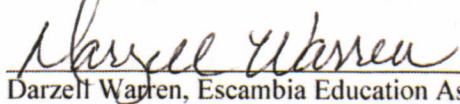
- The hours of the teacher work day will total 8.5 hours every day during the first semester, and 7.5 on Monday and Friday and 8.5 hours on Tuesday, Wednesday, and Thursday during the second semester. Teachers will also be compensated at their rate of pay for the hour of planning/professional development 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.

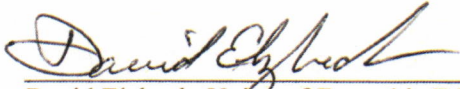
- All full-time educational support employees with no disciplinary, attendance, or performance issues will receive a \$400 bonus (minus benefits and taxes) for the first semester, and all full-time educational support employees with no disciplinary, attendance, or performance issues will receive a \$400 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

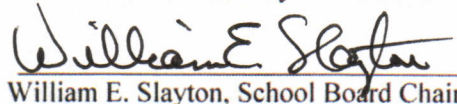


David Elzbeck, Union of Escambia Education Staff Professionals President



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

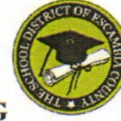
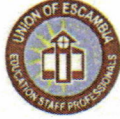


Dr. Kimberly Thomas, Chief Negotiator

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

UNION OF ESCAMBIA EDUCATION STAFF PROFESSIONALS

Both parties agree to adjust the following language. This Memorandum of Understanding replaces the prior Memorandum of Understanding entered into on October 19, 2019 in its entirety.

1. Yearly DOT physicals may be completed at Marathon Health following Department of Transportation guidelines at no cost to employees. If bus operators elect another provider to complete the DOT physical requirement, then they must use Ascension Sacred Heart or Baptist Health Care. The employee will pay the cost for the outside provider (Ascension Sacred Heart & Baptist Health Care).
2. Individuals who receive a disqualifying evaluation from any of the three providers are encouraged to work with the provider that issued the disqualification.
3. Individuals will have the ability to seek a second opinion from one of the other approved providers. If the second opinion results in a qualification, the individual will be required to provide the District with the HIPAA medical release information to obtain the DOT long form from both providers to validate the conflicting result. The district agrees to split the cost of a third opinion from the final approved provider to serve as a tiebreaker. The individual will be required to provide the District with the HIPAA medical release information to obtain the DOT long form from the third provider.
4. Employees will be compensated for one (1) hour of extra time paid at their hourly rate of pay for completing the comprehensive pre-DOT physical assessment if they go during off hours. The appointment for the comprehensive pre-DOT physical should be sixty (60) to ninety (90) days prior to the DOT physical. If the appointment for the pre-DOT physical is within thirty days of the DOT physical, then the hour of extra pay time will not be paid to the employee.
5. Employees will be compensated for one (1) hour of extra time paid at their hourly rate of pay for completing their required DOT physical if they go during off hours for the physical.

Agreed to by the parties on April 20, 2021 (date).

For the Union of Escambia Education Staff Professionals:

David Elzbeck
David Elzbeck, 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

UNION OF ESCAMBIA EDUCATION STAFF PROFESSIONALS

Both parties agree to adjust the following language.

Food Service Managers in classifications 1-4 who choose to work as a Food Service Assistant I (FSAI) during the summer months will do so in the FSAI pay grade 9 at his/her current step including any applicable longevity.

While working in the FSAI classification, they will not be expected to work outside that classification. If there is an instance that they are requested to complete tasks outside that classification or substitute for a higher classification, they will be paid in the pay grade of the classification that they are being asked to work during that time period.

Agreed to by the parties on 4/1/2021 (date).

For the Union of Escambia Education Staff Professionals:

David Elzbeck
David Elzbeck, 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

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.

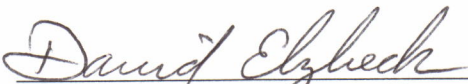
APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

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


FEB 16 2021

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

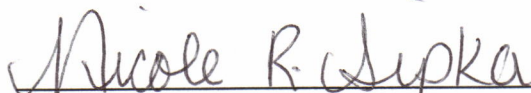
For the Union:



David Elzbeck, UEESP President

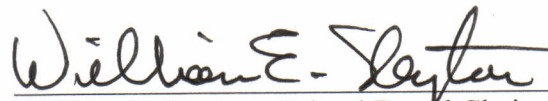


Darzell Warren, EEA President

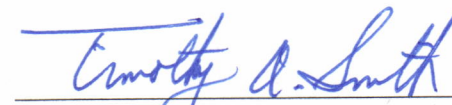


Nicole Sipka
Escambia FEA Service Unit Director

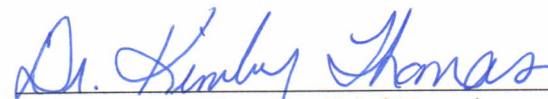
For the Escambia County School Board:



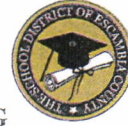
William E. Slayton, School Board Chair



Timothy A. Smith, Ed.D., Superintendent



Dr. Kimberly Thomas, Chief Negotiator



MEMORANDUM OF UNDERSTANDING

Between the

ESCAMBIA COUNTY SCHOOL DISTRICT

And the

UNION OF ESCAMBIA EDUCATION STAFF PROFESSIONALS

Both parties agree to adjust the sick leave Section V.3.A. to reflect the changes in Florida Statute.

Each member of the bargaining unit shall be entitled to four (4) days sick leave upon the initial employment date, and shall thereafter earn one (1) day of sick leave for each month of employment. However, no member shall be entitled to earn more than one (1) day times the number of months of his/her employment during the year of employment. Sick leave shall be earned at the rate of one (1) day per month. No sick leave with pay may be taken during the first three (3) months probationary period; however, such leave will accumulate from the date of employment. Sick leave must be accrued prior to utilization. The employee shall notify the immediate supervisor prior to, or within one (1) hour, of the start of the work day when an employee is using sick leave, except in case of extreme emergency. Each work site shall have a designated phone line with voice mail capability for employees to use when calling in for absences. (Exception: Bus Operators and Bus Assistants shall notify the Transportation Department prior to the start of their work day when the employee is using sick leave, except in case of emergency. Such notification shall be to a dedicated phone line in the Transportation Department where the employee may leave a message.)

The above language will be deleted. The deletion of the language allows for employees to use sick leave for illness without a probationary period. The sick leave provision, Section V.3.A., covers all educational support employees.

Agreed to by the parties on 11/20/2020 (date).

For the Union of Escambia Education Staff Professionals:

David Elzbeck, President

Nicole R. Sipka, Escambia FEA Service Unit Director

For the Escambia County School Board:

William E. Slayton, School Board Chair

Timothy A. Smith, Ed.D., Superintendent

APPROVED ESCAMBIA COUNTY SCHOOL BOARD

Dr. Kimberly Thomas, Chief Negotiator

DEC 15 2020

DR. TIMOTHY A. SMITH, 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