

**District School Board of Indian River County, Florida
6500 - 57th Street, Vero Beach, FL 32967**

It is hereby advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he/she will need to ensure that a verbatim record is made that includes the testimony and evidence upon which the appeal is to be made.

INVOCATION: Shortly before the opening gavel that officially begins a School Board meeting, the Chairman will introduce the Invocation Speaker. No person in attendance is or shall be required to participate in this observance and the personal decision of each person regarding participation will have no impact on his or her right to actively participate in the School Board's business meeting.

Date: September 19, 2017

Time: 6:00 p.m.

Room: Teacher Education Center (TEC)

Business Meeting Agenda

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS BY Sebastian River High School's Navy Junior ROTC Under the Direction of Lieutenant Commander James Landis USN (retired) and Master Sergeant Michael Hussey USMC (retired).
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
 - A. Proclamation – Attendance Awareness Month presented by Sierra Holmes from Sebastian River High School.**
 - B. FSA Perfect Scores – Certificate Presentation to Students**
 - C. Short Video on School Initiatives**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Rendell**
 - 1. Approval of August 22, 2017 - Business Meeting Minutes
 - 2. Approval of August 22, 2017 - Superintendent's Workshop Minutes
Superintendent recommends approval.

B. Approval of Personnel Recommendations – Mr. Green

Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes. Superintendent recommends approval.

C. Approval of Donations

1. Osceola Magnet School received a donation in the amount of \$7,378.80, from an anonymous donor. The funds are to be utilized for curriculum support for the students at Osceola Magnet School.
2. Beachland Elementary School received a donation in the amount of \$2,550, from The Beachland Elementary PTA. The funds will benefit the Beachland Elementary School teachers with classroom spending needs. Superintendent recommends approval.

VII. ACTION AGENDA

A. Approval of State's Uniform Assessment Calendar – Mr. Green

Attached is the Florida Department of Education's Uniform Assessment Calendar for the 2017-18 school year. The schedule includes both state mandated assessments and district required assessments that are used as diagnostic and progress monitoring tools. Florida Statute 1008.22 requires this calendar of assessments be approved by the local School Board and be submitted to the Department of Education by October 1. Superintendent recommends approval.

B. Approval of Contract and Clinical Addendum with Express Scripts, Inc. and the School Board of Indian River County – Mr. Morrison

Aon manages a pharmacy coalition that allows for bulk discounted fees beyond those typically available to employers at-large for pharmacy administration services. The District Benefits Team requested re-pricing of the recent pharmacy expenditures through three participants in the pharmacy coalition, as well as reports to ensure continuity of product and pharmacy for participants. Express Scripts was determined to have the deepest discounts, the best continuity of coverage, quality service, and they agreed to pass through 100% of pharmacy rebates. The estimated savings over this year's pharmacy claims by moving from Florida Blue to the Aon coalition with Express Scripts is \$500,000. The only changes for employees will be that they will use a different card for pharmacy services than they use for medical services and their mail order provider will change. Members of HIATF have reviewed this option and unanimously support moving to the Aon coalition with Express Scripts for pharmacy services starting on October 1, 2017. Attachment will be available prior to the meeting. Superintendent recommends approval.

C. Approval of Amendments to the 2015-2018 Collective Bargaining Agreement between the School Board and Indian River County Education Association (IRCEA) – Mr. Green

The 2015-2018 Collective Bargaining Agreement provides for an annual re-opener regarding the Teacher Evaluation Procedure Manual (TEP) as well as any other items mutually agreed upon by both parties. On August 1, 2017, the District Bargaining Team reached a final tentative agreement with IRCEA for the 2017-18 school year. A summary of changes to the contract and TEP manual include:

- Article III.3 Working Conditions - Non- Instructional Duties (changed Professional Development Coordinator to Executive Directors of Elementary and Secondary Education)
- Article IV.6 Teacher Evaluations - Procedure (indicating that one administrator will be assigned to each MBU)
- Addition of the Employee Wellness Center to the Collective Bargaining Agreement
- Establishing a committee to transition to Marzano 2017 protocol (changes to current Marzano protocol which simplify the observational rating system)
- Changing dates (throughout the TEP)
- Changing the term “Student Growth Score” to “Student Performance Score” to reflect changes in statute (throughout the TEP)
- Re-sorting Appendix A for clarity
- Replacing SAT10 as a student performance measure with iReady diagnostic assessments
- Removing non-bargaining employees from the Appendix A - Student Performance Measures
- Correcting typographical errors and changes to formatting (throughout the TEP)

The contract was ratified by teachers on August 29th, 2017. Superintendent recommends approval.

D. Approval of Collective Bargaining Agreement between School Board of Indian River County and Communication Workers of America (CWA), Local 3180 – Mr. Green

In negotiations for the 2016–2017 contract, the school district and representatives from the CWA Local 3180 bargaining teams reached an agreement on the evening of August 25, 2017.

Some of the amendments include:

- An overall salary increase of 2% based on the CWA average hourly rate, equivalent to increasing each salary cell by \$0.31, applied prospectively upon date of ratification.
- A \$200.00, one-time, non-recurring payment for all CWA employees in an active employment status as of the date of ratification, to be received no later than November 30, 2017.
- Article 14 adds language clarifying how reduction in personnel affects different work groups.
- Article 2 adds language identifying Authorized Union Representative.
- Article 16 adds language on use of facilities and communications.
- Numerous other grammatical, spelling and formatting changes.

The agreed upon contract will be effective from the date both parties have approved the amendments and will extend through June 30, 2018, with no re-openers, unless mutually agreed to by both parties.

The contract was ratified by CWA on September 6, 2017. The School Board also authorizes the Superintendent to modify the Support Staff Salary Schedule per the new pay rates contained within this agreement. The additional cost to this proposal is approximately \$483,398. Superintendent recommends approval.

VIII. SUPERINTENDENT’S REPORT

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

No information items

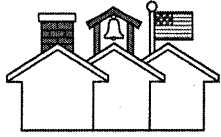
XII. SUPERINTENDENT'S CLOSING

XIII. ADJOURNMENT

Any invocation that may be offered before the official start of the School Board business meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the School Board pursuant to Resolution #2015-08. The views and beliefs expressed by the Invocation Speaker have not been previously reviewed or approved by the School Board and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to express allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the School Board. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

Anyone who needs a special accommodation may contact the School District's American Disabilities Act Coordinator at 564-3175 (TTY 564-2792) at least 48-hours in advance of the meeting. NOTE: Changes and amendments to the agenda can occur prior to the meeting. All business meetings will be held in the Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, FL 32967, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at www.indianriverschools.org/iretv. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

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School District of Indian River County

Vision: Educate and inspire every student to be successful

Mission: To serve all students with excellence

PROCLAMATION

DESIGNATING THE MONTH OF SEPTEMBER 2017 AS ATTENDANCE AWARENESS MONTH

WHEREAS, chronic absences – missing 10 percent or more of school for any reason including excused and unexcused absences, or just two or three days a month – is a proven predictor of academic trouble and dropout rates; and

WHEREAS, improving attendance and reducing chronic absences takes commitment, collaboration, and tailored approaches to particular challenges and strengths in each community; and

WHEREAS, chronic absences predicts lower third-grade reading proficiency, course failure, and eventual dropout; and it weakens our communities and our local economy; and

WHEREAS, schools and community partners can reach out more frequently to absent students to determine why they are missing school and what would help them attend more regularly; and

WHEREAS, chronic absences can be significantly reduced when schools, parents, and communities work together to monitor and promote good attendance and address hurdles that keep children from getting to school.

NOW, THEREFORE, BE IT PROCLAIMED BY THE DISTRICT SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA that the District School Board designates the month of September 2017 as “**Attendance Awareness Month**”. The District School Board urges the community to commit to focusing on reducing chronic absenteeism to give all children an equitable opportunity to learn, grow, and thrive academically, emotionally, and socially.

Adopted by the District School Board of Indian River County, FL on this 19th day of September, 2017. SIGNED ON BEHALF OF THE DISTRICT SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA BY:

Charles G. Searcy, Chairman of District School Board

Laura Zorc, Board Member

Shawn R. Frost, Vice Chairman

Tiffany M. Justice

Dale Simchick, Board Member

Mark J. Rendell, Ed.D., Superintendent of Schools

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The District School Board of Indian River County met on August 22, 2017, at 6:00 p.m. The Business meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Charles G. Searcy, Vice Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Mr. Bruce Green, Assistant Superintendent, and Suzanne D’Agresta, School Board Attorney, were also present. Prior to the meeting, an invocation was given by Father Michael Goldberg, from St. Augustine Episcopal Church of Vero Beach. Dr. Mark J. Rendell, Superintendent of Schools was absent.

Meeting Minutes

- I. Meeting was called to order at 6:00 p.m., by Chairman Searcy.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG BY: Mr. Frost
- III. ADOPTION OF ORDERS OF THE DAY
Chairman Searcy asked the Board Members, if they had any items to move from Consent. Mrs. Zorc asked to move Consent C. Chairman Searcy asked the Board Members, if there were any other Consent items that need to be moved. Mrs. Simchick then made the Motion to approve the Orders of the Day minus Consent C. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. PRESENTATIONS
 - A. **Proclamation – American Founders' Month**
Mr. Green explained the purpose of the Proclamation for the month of September was to promote Civic Literacy. Mr. Green introduced Logan Bragg who was recommended by his teacher to Dr. Rendell, to read the Proclamation to the Board Members. Mr. Green recommended approval. Chairman Searcy asked for a Motion to accept. Mr. Frost moved to adopt September as the American Founders’ Month. Mrs. Simchick seconded the Motion and it carried unanimously, with a 5-0 vote. A photo was taken with the Board, Mr. Green, Logan Bragg and his father.
 - B. **Short Videos on School Initiatives –**
Mr. Green prefaced the videos with expressing the excitement of the children coming back to school for their first week, the buses rolling out at 5:00 a.m. with Mr. Teske at the bus depot greeting the bus drivers, and the Solar Eclipse event.
- V. CITIZEN INPUT
Ms. Liz Cannon – Topic was Best and Brightest Scholarship.

VI. CONSENT AGENDA

Chairman Searcy called for a Motion to approve the Consent Agenda as Amended. Mrs. Justice moved approval of the Consent Agenda as amended. Mr. Frost seconded the motion and it was carried, with a 5-0 vote. A discussion continued with Mrs. Zorc's concern of Consent C – Approval to Dispose of Surplus Property. The concern was the time frame given for the disposal of the buses and if a specific Ten Year time frame was necessary. Dr. Rendell had sent out Repair Orders to the Board Members back on July 31, 2017. An email was also shared between the Board Members from the State Representative. Mrs. Zorc is just asking we reevaluate the procedure and mindset. This was reviewed between the Board Members, Mr. Green, Mr. Morrison, and Mr. Teske. The explanation of why the buses listed are being put on the agenda for surplus was fully discussed. Chairman Searcy called for a Motion to approve Consent C. Mrs. Simchick moved approval of Consent C. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

A. Approval of Minutes – Dr. Rendell

1. Superintendent Workshop held 07/25/2017
2. Public Hearing – Tentative 2017-2018 Budget and Millage Rates held 07/25/2017
3. Business Meeting held 07/25/2017
4. Special Business Meeting for Pending Litigation held 07/25/2017
5. Special Meeting for Public Hearing on Tentative 2017-2018 Budget and Millage Rates and Other Business Matters held on 08/01/2017
6. Business Meeting held 08/08/2017

Mr. Green recommended approval.

B. Approval of Personnel Recommendations – Mr. Green

Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes. Mr. Green recommended approval.

C. Approval to Dispose of Surplus Property – Mr. Morrison

This request is for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represent property to be deleted from various inventories and/or for items that have been declared surplus. After Board approval, property will be recycled and/or auctioned. Superintendent recommended approval.

D. Approval of Revised Job Description – Mr. Bruce Green

DELETED

VII. ACTION AGENDA

A. Approval of the Renewal of the Dual Enrollment Agreement with Indian River State College for 2017 – 2018 School Year – Mrs. Dampier

The Dual Enrollment Agreement between the School District of Indian River County and Indian River State College allows the enrollment of high school students in dual enrollment courses for the school year 2017-2018, in accordance with section 1007.271, F.S. This allows the enrollment of an eligible secondary student into a post-secondary course creditable towards high school completion, a career certificate, or an associate degree. Per F.S. 1009.23, the Indian River County School District shall pay the standard tuition rate per credit hour and the associated course materials from funds provided in the Florida Education Finance Program to Indian River State College (IRSC) for instruction taking place on any IRSC campus to cover instructional support costs incurred by the college. The standard college credit tuition rate at a Florida College System institution is \$71.98 per credit hour or \$2.33 per vocational clock hour. Estimated cost to the District is \$410,000, with Indian River State College for the 2017-2018 school year. Mr. Green recommended approval.

Mr. Green explained the renewal information for this agreement to the Board. Chairman Searcy called for a MOTION. Chairman Searcy had a couple of questions with regards to the contract and the enrollment. Mrs. Dampier answered all the questions, she also emphasized the encouragement of the Districts teacher's getting certified in this as well. Mr. Morrison went over some of the financial aspects of the Dual Enrollment. Mr. Lunceford, from Indian River State College, was available for all questions the Board Members had. He also, went over all questions in regards to the books. Mrs. Justice moved approval to accept the Renewal of the Dual Enrollment Agreement with Indian River State College. Mr. Frost seconded the motion and it was carried unanimously, with a 5-0 vote.

B. Approval of Dual Enrollment Agreement with Gaetz Aerospace Institute, Embry Riddle Aeronautical University for 2017 – 2020 School Year’s – Mrs. Dampier

The Dual Enrollment Agreement between the School District of Indian River County and Gaetz Aerospace Institute, Embry Riddle Aeronautic University allows for the education of secondary school-age students to provide college level courses and credit for high school graduation through the Career Dual Enrollment (DE) provision, pursuant to Florida Statute 1007.271, and applicable Florida Law. This agreement may also provide secondary students with advance high school programming in aerospace studies for high school credit, teacher technical training and professional development, and STEM outreach. Estimated cost to the District is \$3,032.00 with Aerospace Institute, Embry Riddle Aeronautic University for the 2017-2018 school year. Mr. Green recommended approval.

Mrs. Justice shared that the Steering Committee did a great job getting this introduced. Chairman Searcy asked to clarify the cost differences. Dr. Arnett explained the difference in the costs. Chairman Searcy called for a MOTION. Mr. Frost moved approval to accept the Dual Enrollment Agreement. Mrs. Justice seconded the motion and it was carried unanimously, with a 5-0 vote.

C. Approval of the Certiport Authorized Test Center Agreement - Mrs. Dampier

This comprehensive agreement with the School District of Indian River County authorizes Sebastian River High School, Vero Beach High School, Sebastian River Middle School, Storm Grove Middle School, Gifford Middle School and Oslo Middle School to be Certiport Authorized Testing Centers for the students enrolled in the listed schools. The CAPE Industry Certifications administered through Certiport include Microsoft Certifications, Adobe Certifications and Intuit Certifications. The CAPE Digital Tool Certifications administered through Certiport include the Information Communication Technology certifications Spark, Computing Fundamentals, Key Application and Living Online. Projected cost to the school district for the year is \$194,000 which will be paid for out of the CAPE Funds. Superintendent recommended approval.

One of the Board Members had a couple of questions about the vendor. Dr. Arnett and Mrs. Dampier answered all the Boards questions and concerns. Dr. Arnett also spoke of the four individuals that would administer the testing and confirmed this is a one-year agreement. Chairman Searcy called for a Motion. Mr. Frost moved approval to accept the agreement. Mrs. Justice seconded the motion and it was carried unanimously, with a 5-0 vote.

D. Approval of CampusBooks School Solutions Agreement 2017 – 2018 – Mrs. Dampier

This agreement will allow CampusBooks to serve as an online textbook bookstore or provider for the Technical Center for Career and Adult Education. This will give students in Career and Technical programs several options for books including new, used, and the ability to rent textbooks. Historically, the Technical Center has purchased books on behalf of the student and sold them to the student without profit. The purchasing and distributing of textbooks required considerable time and effort on the part of staff. This contract will eliminate the purchasing of textbooks on behalf of students and requires them to be responsible for acquiring their needed books. There is no cost to the district. Superintendent recommended approval.

Chairman Searcy asked about the commission to the district. Mrs. Dampier spoke to the Board and discussed how they visited other locations that have this plan in place. Chairman Searcy called for a MOTION. Mr. Frost moved approval to accept the CampusBooks School Solutions Agreement. Mrs. Zorc seconded the motion and it was carried unanimously, with a 5-0 vote.

E. Approval to Terminate Support Staff Employee – Mr. Green

The Superintendent recommends termination of support staff employee, Sasha Tunstall. The grounds for termination are contained in the attached Charging letter. Superintendent recommended approval.

Chairman Searcy called for a MOTION. Mr. Frost moved approval to Terminate Support Staff Employee. Mrs. Justice seconded the motion and it was carried unanimously, with a 5-0 vote.

F. Approval to Terminate Support Staff Employee – Mr. Green

The Superintendent recommends termination of support staff employee, Robert Wood. The grounds for termination are contained in the attached charging letter. Superintendent recommends approval.

Chairman Searcy called for a MOTION. Mr. Frost moved approval to accept the Termination of the Support Staff Employee. Mrs. Justice seconded the motion and it was carried, with a 4-1 vote. Mrs. Zorc was not in favor of the vote. She was not able to support this termination and was unable to discuss due to HIPAA Guidelines. Other Board members spoke of the options that were given and not taken by the employee.

G. Approval to Piggyback Suwannee County School's RFP #11-203 Type IIB Modular Buildings and Issue Purchase Orders to Mobile Modular Management Corp. for the Lease of Portable Classroom Buildings District Wide – Mr. Morrison

This request is for Board approval to piggyback Suwannee County School's RFP #11-203 for the lease of portable classroom buildings district wide. Staff is requesting spend authority in an amount not to exceed \$600,000 per year. Pricing is as per the specifications, terms and conditions of Suwannee County School's RFP #11-203 Type IIB Modular Buildings with additional discounts. This RFP is valid through June 30, 2020. Please see attached backup. Superintendent recommended approval.

Mr. Green asked Mr. Morrison to speak with regards to the budget and what the need is. Mr. Morrison explained this was placed in the budget in case of emergency or certain situations. Chairman Searcy asked for a MOTION. Mrs. Justice moved to approve the request. Mr. Frost seconded the motion and it was carried unanimously, with a 5-0 vote. Mr. Frost asked about cost versus the budget amount. Mr. Morrison explained the reduction to the amount from the budget. He answered all the other questions the Board Members had.

VIII. ACTING SUPERINTENDENT'S REPORT

Mr. Green said what a great start the District had to the start of the school year. He was also very appreciative of the faculty, parents, and students at Osceola Magnet School. It was such a team effort by so many. Mr. Teske went on to say how everyone was so receptive to everything that was being done. Mr. Green, also reviewed the Strategic Plan that was discussed in the Workshop earlier in the day.

IX. DISCUSSION

One of the Board members wanted to discuss what was discussed in regards to the School Start Times. The committee proposed this at the Superintendent's Workshop today and the Board wanted to make sure all the information is available for all parents to see. There was further discussion about the items being out on social media. A Board Member said they shared an email with the other members that has the surveys on the School Start Times. The committee shared input they received and the Board has asked that everyone participate.

X. SCHOOL BOARD MEMBER MATTERS

The Board Members wanted to thank everyone involved in handling the Osceola Magnet School situation, including Cristen McMillan, PIO, who handling the news and all media throughout this situation. The visits to the different schools for the first week were discussed. The School Start Times Committee was thanked by the Board for presenting an amazing presentation. They thanked everyone for their hard work on making the first

week of school so successful. The Board Members all asked to keep Dr. Rendell and his family in their thoughts and prayers as they go through this difficult time.

XI. INFORMATION AGENDA

No information items

XII. ASSISTANT SUPERINTENDENT'S CLOSING

Mr. Green thanked everyone for a great first week of school.

XIII. ADJOURNMENT – Chairman Searcy

Meeting adjourned at approximately 7:35 p.m.

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The District School Board of Indian River County met on August 22, 2017, at 1:00 p.m. The Superintendent Workshop was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Charles G. Searcy, Vice Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Mr. Bruce Green, Assistant Superintendent of Schools, and Suzanne D’Agresta, School Board Attorney, were also present.

Superintendent Workshop Minutes

- I. Workshop was called to order by Chairman Searcy at 1:00 p.m.

- II. PUPOSE OF THE WORKSHOP
Mr. Green said the purpose of the workshop was to share the three items on the agenda for today. He explained that item C would be postponed because the Superintendent wishes to present this.

- III. PRESENTATIONS – Mr. Green

- A. **School Start Times Committee Presentation**

Guests for this presentation: Liz Cannon, Tracey Segal, and Dr. Bob Butler

Members of the committee were present for this workshop. This started approximately a year ago with Town Hall meetings, survey’s, and a committee was put together. The committee met eight times over the last five months. The committee consisted of teachers, parents, staff, community members, and two of the Board Members participated, as well. The complete list was provided in a PowerPoint presentation. Mr. Green introduced the guest speakers. They were Liz Cannon, representing teachers and staff; Tracey Segal, community member and parent; and Dr. Bob Butler, community member and physician. Mr. Green turned the presentation over to the guest speakers. Mrs. Segal started the presentation with reviewing some of the slides. Dr. Butler reviewed more of the research and Liz Cannon finished the presentation along with giving the committee’s recommendations. Chairman Searcy asked, if there were any questions. The Board Members commended the committee with providing such a detailed and comprehensive presentation. They continued to ask question and the committee responded to all of their questions and concerns. The Board wanted to make sure everyone knew this was not something that was on an agenda for a vote. They wish to hear more from the public. The surveys are available for all Board Members to review. The committee members thanked the board for their time.

Chairman Searcy called for a break at 2:02 and reconvened the workshop at 2:11.

B. Annual Strategic Plan Monitoring Framework – Mr. Green

Guests for this presentation: Mr. Morrison, Mrs. Dampier, and Mr. Teske

Mr. Green is sharing the 5-Year Strategic Plan PowerPoint presentation with the Board. It included the draft of the Monitoring Framework. Mr. Green introduced the guests for this presentation. Each Goal, Objective, Measures, Responsibility, Current & Desired Goals and the Outcome of Progress were covered for the five segments. Mr. Green asked the Board, if there were any questions. Mrs. Dampier, Mr. Morrison and Mr. Teske answered all questions the Board had. The Board brought up concerns with the graduation rate, reading and math levels. Mrs. Dampier covered all the goals the principals and teachers are working towards. Mr. Green told the Board that they will be updated throughout the year.

C. Tight Line Productions Advertising – Postponed for a future workshop

IV. ADJOURNMENT – Chairman Searcy

Meeting adjourned at approximately 2:54 p.m.

Personnel Recommendations

1. Instructional Changes
2. Instructional Leaves
Larkin, Elizabeth – Vero Beach Elementary, 10/20/17-12/1/17
3. Instructional Promotions
4. Instructional Transfers
Banner, Tiffany – from Rosewood Magnet, ESE English Teacher to Storm Grove Middle, English Teacher 9/21/17
Rahal, Kimberly – from Osceola Magnet, 2nd Grade Teacher to Citrus Elementary, Title I Resource Math Teacher 10/25/17
5. Instructional Separations
Coffey, Mike – Sebastian River Middle, entering DROP 8/1/17
Edwards, Justin – Dodgertown Elementary, resignation 9/15/17
Gilson-Smith, Wanda – Alternative Center for Education, retirement 2/28/17
Hassler-Jones, Sonja – Citrus Elementary, resignation 9/15/17
Maldonado, Melissa – Fellsmere Elementary, resignation 9/1/17
Rodriguez, Ana – Alternative Center for Education, resignation 9/1/17
Walters, Karen – Indian River Academy, resignation 9/1/17
6. Instructional Employment
Callie, Tennessee – Sebastian Middle, Part-Time Drama Teacher 9/20/17
Dorsette, Samantha – Storm Grove Middle, Head Cheerleading Coach, supplement only 9/20/17
Greenberg, Chelsa – Dodgertown Elementary, ESE Teacher 9/20/17
Hanna, Elvin – Beachland Elementary, Music Teacher 9/20/17
Henley, Bryan – Vero Beach Elementary, Primary Teacher 9/20/17
Johnson, Lesley – ESE District Wide, Resource Specialist 9/18/17
Layne, Tegre – Sebastian Middle, Digital Graphics Art Teacher 9/20/17
Lubin, Kimberry – Vero Beach Elementary, Resource Teacher (Sunset position) 9/20/17
Ricciuti, Zachariah – Technical Center for Career and Adult Education, Part-Time Phlebotomy Teacher 9/20/17

Siewerth, Jessica – ESE District Wide, Early Intervention Pre-K Teacher 9/20/17

Turner, Janie – Glendale Elementary, Kindergarten Teacher 9/20/17

Vadell, Mirta - Technical Center for Career and Adult Education, Part-Time Pharmacy Technician Teacher 9/20/17

7. Support Staff Changes

Visser, Paige – from Beachland Elementary, 0.5 Media Assistant to Beachland Elementary, 1.0 Media Assistant 9/5/17

8. Support Staff Leaves

Dillard, Anita – Transportation, 8/8/17 – 9/1/17

Eggleston, Theresa – Treasure Coast Elementary, 10/26/17-12/7/17

9. Support Staff Promotions

Melchiori, Nicholas – from Technology Services, Ed Tech Specialist to Technology Services, Network Support Technician 8/24/17

10. Support Staff Transfers

Lutman, Latasha – from Alternative Education, Teacher Assistant to Storm Grove Middle, ESE Teacher Assistant 9/5/17

Moore, Christina – from Dodgertown, Administrative Assistant to Curriculum and Instruction, Secretary II 10/2/17

11. Support Staff Separations

Bryant, Samuel – Liberty Magnet, resignation 8/30/17

Clark, Joe – Gifford Middle, resignation 9/12/17

Ervin, Dorothy – Rosewood Magnet, entering DROP 2/1/18

Jones, Sandra – Transportation, entering DROP 2/1/18

Shelly, Annie – Transportation, resignation 9/6/17

12. Support Staff Employment

Aughinbaugh, Susan – Food and Nutrition Services, Accounts Payable Clerk 9/20/17

Bauders, Sophia – Transportation, Bus Assistant 9/20/17

Bazlamatci, Aisha – Extended Day, Part-time Child Care Student Worker 9/20/17

Belli, Bryant – SRHS, Custodian 9/20/17

Carn, Denise – Transportation, Bus Assistant 9/20/17

Graham, Mark – Wabasso, Behavior Tech 9/20/17

Hamilton, Richard – Beachland Elementary, Custodian 9/20/17

Hermoza-Ross, Ada – District Wide, ESOL Teacher Assistant (Sunset) 9/20/17

Navarro, Claudia – ESE District Wide, Behavior Intervention Specialist 9/18/17

Pascascio, Wilma – Transportation, Bus Assistant 9/20/17

San Martin, Tania - District Wide, ESOL Teacher Assistant (Sunset) 9/20/17

Simmons, Linda – Transportation, Bus Assistant 9/20/17

Streeter, Jimmie – Transportation, Mechanic 9/20/17

Witherington, Jo – Osceola Magnet, Computer Lab Manager 9/20/17

13. Administrative Separations
14. Administrative Employment
15. Administrative Leaves
16. Administrative Promotions
17. Approval of Placement in Instructional Substitute Pool
Becker, Megan – Substitute Teacher 9/20/17
Dickens, Candice – Substitute Teacher 9/20/17
Hauber, Bonnie – Substitute Teacher 9/20/17
Kayser, Alan – Substitute Teacher 9/20/17
Lewis, Miranda – Substitute Teacher 9/20/17
Lucas, Brandi – Substitute Teacher 9/20/17
Mann, Allison – Substitute Teacher 9/20/17
McGuigan, Jessica – Substitute Teacher 9/20/17
Nuttall, Jacquelyn – Substitute Teacher 9/20/17
Stamm, Carl – Substitute Teacher 9/20/17
Thomas, Lauren – Substitute Teacher 9/20/17
Warren, Brandi – Substitute Teacher 9/20/17
18. Approval of Placement in Support Staff Substitute Pool
Sears, Tanaja – Transportation, Substitute Bus Driver 9/20/17
19. Attached are revised job descriptions for the positions of Construction Manager and Office of Student Assignment Coordinator

Rev. 9/15/17 mc

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

FACILITIES PLANNER CONSTRUCTION MANAGER

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor's degree in urban planning, engineering, architecture, geography construction management or related field or at least ten (10) years of experience in related fields.
- (2) Clearance of background check and drug screening.
- ~~(2)~~(3) Computer experience.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to interpret and follow blueprints and diagrams and provide comprehensive plan reviews. Ability to use computers and job-related software. Working knowledge of construction, maintenance, and the building trades. Knowledge of construction materials/equipment and their impact on long-term maintenance, costs and environmental standards. Ability to analyze time, labor and material requirements, and to estimate the costs of proposed projects. Ability to maintain confidentiality. Ability to communicate orally and in writing. Ability to communicate effectively with administrators, contractors, architects and the general public. Knowledge of principles and practices of architecture, engineering and public environmental health. Some knowledge of the system applications necessary to coordinate and manage construction schedules (e.g., Excel; M.S. Project; or Primavera). Highly effective interpersonal skills.

REPORTS TO:

Director of Facilities Planning and Construction

JOB GOAL

The primary focus of this position is management of all aspects and phases of school-related projects. Secondary focus of this position is assistance with demographic evaluation and facility planning, as it relates to planning for existing space utilization and future construction.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- (1) Coordinate with budget for project financing
- (2) Coordinate with principals for effective implementation;
- (3) Coordinate with planners & architects to provide effective design;
- (4) Coordinate with contractors on project implementation & site preparation;
- (5) Interface with the Building & Maintenance Department on post construction warranty implementation & punchlist creation

Board Approved: 8/09/05

Revised: 12/12/05

Revised: 05/23/06

Revised: 07/28/09

1/13/16

CONSTRUCTION MANAGER/FACILITIES PLANNER (Continued)

- (6) Coordinate with schools and administration on permanent space utilization
- ~~(7)~~ Interface with contractors working on Educational Specifications for renovations & new schools.
- ~~(8)~~ Coordinate the development and use of the district's long-range plan for major facility equipment replacement.
- ~~(9)~~ Assist in the compilation of research information for bid preparation.
- ~~(10)~~ Assist in the review and analysis of bids.
- ~~(11)~~ Supervise and coordinate the scheduling of construction projects.
- ~~(12)~~ Supervise the inspection and report on all construction projects. And when applicable, inspect for compliance with building codes from project design through all phases of construction.
- ~~(13)~~ Supervise and inspect improvement and renovation work performed by outside contractors and verify that terms of all such contract have been fulfilled before recommending final payment.
- ~~(7)~~~~(14)~~ Coordinate district direct purchase or materials and equipment used in construction.

Employee Qualities/Responsibilities

- ~~(8)~~~~(15)~~ Meet and deal effectively with the general public, administrators, contractors, architects, and staff members, and other contact persons using tact and good judgment.
- ~~(9)~~~~(16)~~ Follow attendance, punctuality and other qualities of an appropriate work ethic.
- ~~(10)~~~~(17)~~ Ensure adherence to good safety standards.
- ~~(11)~~~~(18)~~ Maintain confidentiality regarding school/workplace matters.
- ~~(12)~~~~(19)~~ Model and maintain high ethical standards.
- ~~(13)~~~~(20)~~ Maintain expertise in assigned area to fulfill position goals and objectives.
- ~~(14)~~~~(21)~~ Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

- ~~(15)~~~~(22)~~ Interface with site personnel for the successful completion of projects.
- ~~(16)~~~~(23)~~ Serve as a resource to school personnel in matters of facility planning.
- ~~(17)~~~~(24)~~ Exercise a service orientation when working with others.
- ~~(18)~~~~(25)~~ Keep supervisor informed of potential problems or unusual events.
- ~~(19)~~~~(26)~~ Use effective, positive interpersonal communication skills.
- ~~(20)~~~~(27)~~ Respond to inquiries and concerns in a timely manner.

System Support

- ~~(21)~~~~(28)~~ Exhibit interpersonal skills to work as an effective team member.
- ~~(22)~~~~(29)~~ Follow federal and state laws as well as School Board policies, rules and regulations.
- ~~(23)~~~~(30)~~ Demonstrate support for the school district and its goals and priorities.
- ~~(24)~~~~(31)~~ Demonstrate initiative in identifying potential problems or opportunities for improvement.
- ~~(25)~~~~(32)~~ Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- ~~(26)~~~~(33)~~ Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Board Approved: 8/09/05
Revised: 12/12/05
Revised: 05/23/06
Revised: 07/28/09
1/13/16

CONSTRUCTION MANAGER/FACILITIES PLANNER (Continued)

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 11

TERMS OF EMPLOYMENT:

Professional Technical
12 months)

Pay-Grade CAP7

25044 days Contract worked per year

FLSA Exempt

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board Approved: 8/09/05

Revised: 12/12/05

Revised: 05/23/06

Revised: 07/28/09

1/13/16

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

~~Coordinator—Office of Attendance~~

Office of Student Assignment Coordinator

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Associate's Degree from an accredited educational institution or high school diploma with 3 years job related experience (bilingual preferred).
- (2) Four (4) years documented experience in an office managerial position.
- (3) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of State and School Board policies and procedures regarding enrollment and attendance and to work with community based organizations as it relates to student placement and assignments. Ability to handle details accurately. Ability to set priorities, ~~and~~ work with minimal supervision and supervise staff. Ability to provide assistance and training to staff assigned to the Office Student Assignment. Ability to provide superior customer service when parents ~~enroll or~~ visit or contact the ~~student assignment attendance~~ office. Ability to create reports and maintain job related data such as program capacity, seat availability, racial balance, transition patterns, etc. ~~use basic computer hardware and software~~. Ability to communicate effectively orally and in writing. Ability to schedule time, work efficiently and meet deadlines. Ability to exercise independent judgment in assigned duties. Ability to maintain confidentiality.

REPORTS TO:

Executive Director of Student Services

JOB GOAL

To ensure the proper operation and coordination of all enrollment and attendance related matters.

SUPERVISES:

N/A

-Assigned staff

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- * (1) Information resource person for the public when inquiries are made in person, via telephone, e-mail or regular mail.
- * (2) Provide information on enrollment, school zones, pending hearings, transfers, and other matters that may pertain to attendance, enrollment and Juvenile Justice such as felony and misdemeanor logs and documentation. Collaborate with Law Enforcement on missing children and maintain Missing Child List.
- * (3) Oversee the activities of the School Assignments Attendance Office, including the coordination with attendance officers/social workers, and hearing officers in matters pertaining to truancy, and student disciplinary enforcement, foster care, student assignment, juvenile justice placements, residential and program placements etc.
- * (4) Prepare yearly budget recommendations for the operation of Attendance Office Student Assignment Office activities/expenses and create purchase orders and work orders as needed. Inventory and schedule maintenance of department vehicles, cell phones and other office equipment.

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Board Approved: 05/11/04
Revised: 07/28/09
Revised: 02/25/14

Coordinator—Office of Attendance (Continued)

- * (4) Assignment of Students K-12 Enrollment of K-5 students in accordance with District policies and procedures of the Board of Education, including assignment of schools based on resident location as well as minority balance per existing Court Order dated May 19, 1969 amended in 1995, entitled “Revised Order Approving Plan”. Enrollment of homeless students, foster and students that have preference under the School Choice legislative act and School Choice options, maintain and monitor waiting list(s) for all schools in accordance with School District procedures. including secondary schools. Notify parents and schools of student placement when seats become available.
- * (5) Provide student information for Juvenile Justice staffing(s) and communicate with the State Attorney’s office regarding Court filings. Responsible for notifications to the appropriate school Principal, and Transportation Director.
- * (6) Prepare *due notice* packets for expulsion hearings and submit them to Superintendent for review before arranging for the statutory timely service to parent or guardian.
- * (7) Attend Suspension and Expulsion Review Team (SERT) meetings and prepare stipulated orders and provide copy of the order(s) for principals. Maintain a record(s) of stipulated orders. SERT logs and confidential documentation.
- * (8) Coordinate and schedule hearings with hearing officer, school representatives and other participants.
- * (9) Arrange audio recording of all expulsion hearings and maintain the originals for the record.

- * (10) Process requests for student transfers within the district, due to: School Choice, foster care, homeless, military, and other preferences based on legislative and School Choice procedures. Process out of county requests and submit them without recommendation to the Superintendent and Board of Education.
- * (11) ~~Monitor drop-out rates, withdrawal codes and distribute for follow up by attendance officers/social workers.~~
- * (12) ~~Review discipline letters received from all schools and maintain suspension letters on site for Superintendent review as needed.~~
- * (13) When requested, furnish information regarding confidential student records to state or federal agencies authorized to receive this information. (i.e.: Schools, Police Dept. or Sheriff's Dept., Children and Family Services investigators, State Attorney's office, Dept. of Juvenile Justice as per FERPA guidelines.
- * (14) ~~Arrange for drug testing at school's request and for students returning from ACE, receive results and forward to principals.~~
- * (15) Manage the files of expelled students and those placed in alternative programs.
- * (16) Assist Principals, Assistant Principals and School Secretaries regarding Board policies and state laws and regulations as they pertain to student enrollment, **attendance**, and placement issues.

*(17) Homeschool education and foster care state liaison.

*~~(17)~~(18) Other duties as assigned.

Employee Qualities/Responsibilities

- * (18) Meet and deal effectively with the general public, staff members, students, parents, administrators and other contact persons using tact and good judgment.
- * (19) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- * (20) Ensure adherence to good safety standards.
- * (21) Maintain confidentiality regarding school/workplace matters.
- * (22) Model and maintain high ethical standards.
- * (23) Maintain expertise in assigned area to fulfill position goals and objectives.
- * (24) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

©EMCS

Coordinator—Office of Attendance (Continued)

- * (25) Exercise service orientation when working with others.
- * (26) Keep supervisor informed of potential problems or unusual events.
- * (27) Use effective, positive interpersonal communication skills.
- * (28) Respond to inquiries and concerns in a timely manner.
- * (29) Serve on school/district committees as required or appropriate.

System Support

- * (30) Exhibit interpersonal skills to work as an effective team member.
- * (31) Follow federal and state laws as well as School Board policies, rules and regulations.

- *(32) Demonstrate support for the school district and its goals and priorities.
- *(33) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- *(34) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- *(35) Participate in cross-training activities as required.
- *(36) Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 07

TERMS OF EMPLOYMENT:

Professional Technical ~~Grade F~~ E 250 day Contract (12 months) -FLSA Exempt

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

-Board Apporved:5/11/04

Revised 7/28/09

Revised 2/25/14

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OSCEOLA MAGNET SCHOOL

A Florida "A" School

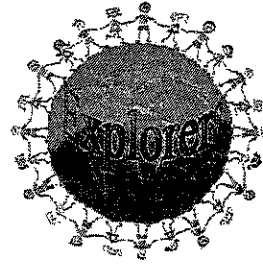
School District Of Indian River County

1110 18th Avenue SW

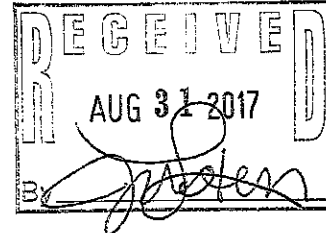
Vero Beach, FL 32962

(772) 564-5821

Scott Simpson, Principal



Janice McCord, Assistant Principal



**TO: Dr. Mark J. Rendell, Superintendent
School Board Members
Indian River County School District**

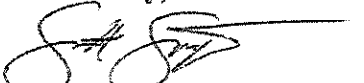
FROM: Scott Simpson, Principal

DATE: August 31, 2017

SUBJECT: Donation-0122 Board Powers

Osceola Magnet School would like to request approval of a donation in the amount of \$7,378.80 from an anonymous and generous donor. This donation will benefit our students by providing curriculum support. These funds will be in our Internal Account.

Sincerely,


Scott Simpson, Principal

"A model for the state in the areas of Science and Math exploration with the integration of the Arts and Literacy in an engaging, positive and collaborative school community"

Beachland Elementary School

3350 Indian River Drive East
Vero Beach, Florida 32963-1799

Telephone: (772) 564-3300

FAX: (772) 564-3350

Caroline Barker
Principal

Susan Del Tufo
Assistant Principal

August 30, 2017

{To}: School Board Members

{From}: Colleen Lord, Principal

Regarding: PTA donation

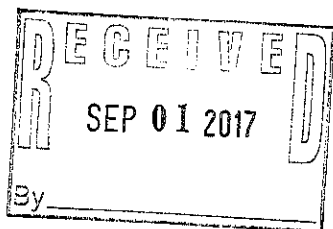
A donation of \$2,550.00 was received from Beachland PTA.

Proceeds are to benefit our teachers for classroom spending needs.
These funds were deposited into Beachland Internal Funds.



Colleen Lord, Principal

CL/br



School District of Indian River County
"It Takes A Community To Raise A Child!"

According to Section 1008.22(7)(d), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C.), each school district must complete this uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the department by October 1 of each school year, beginning in 2016–17. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website. The statewide assessment information in sections 3 and 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

1. Glossary of Assessment Terms

Acronym/Term	Definition
ACCESS for ELLs	Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., “Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment, and the use of assistive technology or devices to facilitate the student’s participation in a statewide standardized assessment.”
ACT	American College Test
CBT	Computer-Based Test
Diagnostic	Assessments that measure students’ understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need
District Window	The selected dates within the statewide window during which a district will administer a given assessment
District-Required Assessments	Assessments required by the school district for students in a specific grade or course
ELA	English Language Arts
EOC	End-of-Course
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results
FAIR	Florida Assessments for Instruction in Reading
FLKRS	Florida Kindergarten Readiness Screener
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
FSA	Florida Standards Assessments

Acronym/Term	Definition
FSAA	Florida Standards Alternate Assessment
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment; to evaluate a program, or to diagnose student learning gaps.
LCAs / Semester Exams	Locally Created Assessments; to make a final review of the standards covered during the semester. LCAs are used for teacher evaluations.
NAEP	National Assessment of Educational Progress
NGSSS	Next Generation Sunshine State Standards
PBT	Paper-Based Test
Progress Monitoring	Process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction
Statewide, Standardized Assessments	All assessments required by s. 1008.22 , Florida Statutes (F.S.)
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment
Testing Time	The amount of time individual students are each given to respond to test items on each test

2. Test, Type, and Purpose/Use

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
ACCESS for ELLs 2.0	Diagnostic	Measure English language acquisition of ELLs	s. 1003.56, F.S.
Alternate ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs with significant cognitive disabilities	Rule 6A-6.0902, F.A.C. Rule 6A-6.0903, F.A.C. Rule 6A-6.09021, F.A.C.
ACT	Summative	Education and career planning; concordant score for ELA	s. 1003.4282
Benchmark	Progress Monitoring	Process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been in various courses	s. 1008.25
FAIR	Diagnostic/Progress Monitoring	Provides general estimate of students' reading ability/monitors students' progress toward meeting grade-level skills in reading	s. 1008.25(4), F.S.
FLKRS	Diagnostic/Progress Monitoring	Determine readiness for kindergarten; used to calculate VPK Provider Kindergarten Readiness Rates	s. 1002.69, F.S. Rule 6M-8.601, F.A.C.

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
FSA	Summative	Purpose: Measure student achievement of Florida's academic standards (Florida Standards, Next Generation Sunshine State Standards)	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-1.0943, F.A.C. Rule 6A-1.09432, F.A.C. Rule 6A-1.094223, F.A.C.
FSAA	Summative		
NGSSS EOC Assessments	Summative		
Statewide Science Assessment	Summative	Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement rating; district grades; differentiated accountability; scholar designation; federal reporting; Credit Acceleration Program (CAP); school improvement plans; school, district, state, and federal reporting Optional uses: progress monitoring in accordance with student progress plan	s. 1008.25, F.S. Rule 6A-1.094221, F.A.C. Rule 6A-1.094222, F.A.C. s. 1003.4156, F.S. s. 1003.4282, F.S. s. 1008.34, F.S. Rule 6A-1.09981, F.A.C. s. 1008.341, F.S. Rule 6A-1.099822, F.A.C. s. 1008.33, F.S. Rule 6A-1.099811, F.A.C. s. 1012.34, F.S. s. 1002.38, F.S.
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S.
PSAT/NMSQT	Summative	Inform course placement	s. 1007.35, F.S.

3. Required Statewide Assessments

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FLKRS	Kindergarten	July 10–October 20, 2017	August 14–September 18, 2017	CBT ¹	15–20 minutes	Immediately following test completion
FSA—Datafolio	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	Collection Period 1: September–October 2017	N/A	PBT/CBT ¹ (based on IEP)	Varies/Untimed	June 2018
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	September 11–22, 2017	September 11–22, 2017	CBT ¹	180 minutes ²	October 2017
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	September 18–29, 2017	September 18–29, 2017	CBT ¹	160 minutes ³	October 2017
FSA—Datafolio	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	Collection Period 2: November–December 2017	N/A	PBT/CBT ¹ (based on IEP)	Varies/Untimed	June 2018
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	November 27–December 15, 2017	November 27–December 15, 2017	CBT ¹	180 minutes ²	January 2018

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	November 27–December 15, 2017	November 27–December 15, 2017	CBT ¹	160 minutes ³	January 2018
FSA—Datafolio	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	Collection Period 3: February–March 2018	N/A	PBT/CBT ¹ (based on IEP)	Varies/Untimed	June 2018
FSA ELA – Writing	Grades 8–10	March 1–9, 2018	March 1–9, 2018	CBT ¹	120 minutes	June 2018
FSA ELA – Writing	Grades 4–7	March 5–9, 2018	March 5–9, 2018	PBT	120 minutes	June 2018
FSA—Performance Task	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	February 26–April 27, 2018	February 26–April 27, 2018	PBT/CBT ¹ (based on IEP)	Varies/Untimed	June 2018
FSA ELA – Reading	Grade 3	April 9–13, 2018	April 9–13, 2018	PBT	160 minutes	May 2018
FSA ELA – Reading	Grades 4–10	April 16–May 11, 2018	April 16–May 11, 2018	CBT ¹	Grades 4–5 Reading: 160 minutes Grades 6–8 Reading: 170 minutes Grades 9–10 Reading: 180 minutes	June 2018
FSA Mathematics	Grades 3–8	April 16–May 11, 2018	April 16–May 11, 2018	CBT ¹	Grades 3–5 Mathematics: 160 minutes Grades 6–8 Mathematics: 180 minutes	June 2018

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	April 16–May 11, 2018	April 16–May 11, 2018	CBT ¹	180 minutes ²	June 2018
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	April 16–May 11, 2018	April 16–May 11, 2018	CBT ¹	160 minutes ³	June 2018
NGSSS Statewide Science Assessment	Grades 5 and 8	April 30–May 4, 2018	April 30–May 4, 2018	PBT	160 minutes	June 2018
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	July 9–20, 2018	July 9–20, 2018	CBT ¹	180 minutes ²	August 2018
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	July 9–20, 2018	July 9–20, 2018	CBT ¹	160 minutes ³	August 2018

¹ Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

² Any student taking an FSA EOC assessment who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

³ Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

4. Statewide Assessments for SELECT Students

The following assessments are only intended for selected students/students in certain sub-groups. Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Applicable Students ⁴	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAIR	Grades 3–12	Assessment Period (AP) 1: First day of school– November 3, 2017	N/A	CBT ¹	45 minutes	1 week after
PreACT	Grade 10	September–December 2017	N/A	PBT	150 minutes	Approximately 2 weeks after testing
ELA Grade 10 Retake – Writing		September 11–22, 2017	September 11–22, 2017	CBT ¹	120 minutes ²	December 2017
ELA Grade 10 Retake – Reading		September 11–29, 2017	September 11–29, 2017	CBT ¹	180 minutes ²	December 2017
FCAT 2.0 Reading Retake		September 18–29, 2017	September 18–29, 2017	CBT ¹	Up to a typical school day	November 2017
PSAT/NMSQT	Grade 10	October 11, 2017	October 11, 2017	PBT	165 minutes	January 2018
FAIR	Grades 3–12	AP 2: November 6– February 9, 2018	N/A	CBT ¹	45 minutes	1 week after
ACCESS for ELLs 2.0	Grades K–12 currently classified as ELL with “LY” code	January 29–March 23, 2018	January 29–March 23, 2018	PBT	Kindergarten: 45 minutes Grades 1–12: 105–245 minutes (varies by grade-level/tier)	June 2018
Alternate ACCESS for ELLs	Grades 1–12 with significant cognitive disabilities and currently classified as ELL with “LY” code	January 29–March 23, 2018	January 29–March 23, 2018	PBT	80 minutes	June 2018

Assessment	Applicable Students ⁴	Statewide Window	District Window	Mode	Testing Time	Results Expected
NAEP – Civics, Geography, U.S. History, and Technology & Engineering Literacy	Grade 8	January 29–March 9, 2018	N/A	PBT and CBT	90–120 minutes	Spring 2019 (National results)
NAEP – Mathematics, Reading, and Science Pilots; Reading Special Studies	Grades 4, 8, and 12	January 29–March 9, 2018	N/A	CBT	90–120 minutes	N/A
FAIR	Grades 3–12	AP 3: February 12–June 8, 2018	N/A	CBT ¹	45 minutes	1 week after
ELA Grade 10 Retake – Writing		February 26–March 2, 2018	February 26–March 2, 2018	CBT ¹	120 minutes ²	May 2018
ELA Grade 10 Retake – Reading		March 19–April 6, 2018	March 19–April 6, 2018	CBT ¹	180 minutes ²	May 2018
FSA Algebra 1 Retake EOC ⁵		March 19–April 6, 2018	March 19–April 6, 2018	CBT ¹	180 minutes ²	May 2018
FCAT 2.0 Reading Retake		March 19–April 6, 2018	March 19–April 6, 2018	CBT ¹	Up to a typical school day	May 2018

¹ Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

² Any student taking an FSA ELA Retake or EOC assessment who has not completed the session by the end of the allotted time may continue working up to half the length of a typical school day.

³ Any student taking an NGSSS EOC assessment who has not completed a session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

⁴ If indicated, “applicable students” relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment.

Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

⁵The FSA Algebra 1 EOC Assessment is only offered as a separate Retake assessment during the Spring administration; students retaking the FSA Algebra 1 EOC in Fall, Winter, or Summer participate in the regular EOC administration.

5. District-Required Assessment Information

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
AIMSweb (Eligible Students)	Grades 9-12	Ongoing	CBT	Tier 2 - 126 Minutes Tier 3 - 162 Minutes	3 weeks after the assessment
Unit Assessments	Grades 3-5 ELA Grades 3-5 Math Grades 3-5 Science	Ongoing	CBT ¹	45 Minutes per assessment. Number of assessments vary by grade and subject.	3 weeks after the assessment
Unit Assessments	Grades 6-10 ELA Grades 6-8 Math Grades 6-8 Science Grade 7 Civics Algebra I Geometry Algebra II Biology US History	Ongoing	CBT ¹	40 Minutes per assessment. Number of assessments vary by grade and subject.	3 weeks after the assessment
i-Ready – Reading and Math	Grades 1-8	August 14 – September 1, 2017	CBT	90 Minutes	Within 24 hours
i-Ready – Reading and Math	Kindergarten	September 25 – October 13, 2017	CBT	90 Minutes	Within 24 hours
ACT	Grade 11	October 3, 2017	PBT	175 Minutes	6 weeks after the assessment
Geometry, Algebra 1, Bio, Civics, US History Benchmarks	Eligible Students	December 1 – December 20, 2017	CBT ¹	40 Minutes	3 weeks after the assessment
i-Ready – Reading and Math	Grade 3	December 1 – December 20, 2017	CBT	90 Minutes	Within 24 hours
LCAs / Semester Exams	Grades 4-12	December 18- December 20, 2017	PBT	60 Minutes Each	January 10, 2018
i-Ready – Reading and Math	Kindergarten, Grades 1, 2, 4-8	January 8 – January 26, 2018	CBT	90 Minutes	Within 24 hours

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
Reading Portfolios	Grade 3	April – May, 2018	CBT ¹	260 Total Minutes	3 weeks after the assessment
i-Ready – Reading and Math	Grade 3	April 16-May 4, 2018	CBT	90 Minutes	Within 24 hours
i-Ready – Reading and Math	Kindergarten, Grades 1, 2, 4-8	May 1 – May 18, 2018	CBT	90 Minutes	Within 24 hours
LCAs / Semester Exams	Grades 4-12	May 22-24, 2018	PBT	60 Minutes Each	May 24, 2018

6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments (listed in Sections 3 and 5 above) by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered (e.g., Biology 1 with grade 9).

Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (In Minutes)
K	15–20	270	290
1	0	270	270
2	0	270	270
3	320	1745	2065
4	440	1785	2225
5	600	1740	2340
6	470	2310	2780
7	630	2870	3500
8	630	2310	2940
9	640	2247	2887
10	480	1847	2327
11	160	1657	1817
12	0	1002	1002



2017 PBM Agreement Service Addendum

Date of PBM Agreement: 10/1/2017

Client Name: School District of Indian River County ("Sponsor")

Carrier: 7983 **BPL/Contract:** _____ **Group:** _____

Effective Date of Addendum: 10/1/2017

If you are sending Prenotification letters please provide the following:

1. Client name to appear on letters: _____
2. Formulary in place as of effective date of the letter: _____

Sponsor hereby directs Express Scripts to implement the selected programs on the attached Clinical Programs schedule as of the Effective Date. Sponsor agrees to pay the applicable fees in accordance with the payment provisions of the PBM Agreement. Upon execution by Sponsor, this Addendum shall replace and supersede any previously executed Clinical Programs schedule Addendum as it pertains to the programs contained herein and shall become part of and incorporated into the PBM Agreement between Sponsor and Express Scripts identified above as of the Effective Date.

Sponsor acknowledges that due to variations in benefit plan design and product utilization, the Preferred Specialty Management ("PSM") program generated savings will vary at the individual claim level. In limited cases, based on how a drug is prescribed, a Prescription Drug Claim subject to the PSM program could result in a higher cost to Sponsor. However, in the aggregate across all Prescription Drug Claims subject to the PSM program, the PSM program is estimated to produce an overall net client savings for Sponsor.

Sponsor acknowledges and agrees that any provisions in Sponsor's Pharmacy Benefit Management Agreement with ESI relating to drug interchange that may be interpreted to require that every Prescription Drug Claim resulting from a drug interchange must result in savings to the Sponsor will not apply to each Prescription Drug Claim subject to the PSM program.

By signing below, Sponsor agrees to the prices and terms set forth in this PBM Agreement Service Addendum.

If this Form was communicated to Sponsor as an attachment to an electronic communication (i.e., email), then any response to such email from Sponsor indicating Sponsor's approval shall constitute Sponsor's electronic signature to implement the changes set forth.

AUTHORIZED SIGNATURE:

TITLE:

(Signatory must have authority to legally bind Sponsor)

Date Signed

Clinical Programs

Express Scripts offers a comprehensive suite of trend and integrated health management programs. This offering may change or be discontinued from time to time as we update our offering to meet the needs of the marketplace. List of drugs subject to change at the discretion of ESI.

SAFEGUARD RX - Programs								
Hepatitis Cure Value	Fee - PMPM	Guarantee	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Program Requirements: Exclusive Accredo, no courtesy fills for Viekira Pak/XR and Harvoni Exclusive Viekira Pak/XR and Harvoni for Genotype 1 Prefer Harvoni for all other FDA approved Genotypes PA criteria must not contain Metavir score requirements Express Scripts standard clinical criteria Express Scripts standard clinical rules Automatic updates (if applicable) NOTE: Non-NPF clients must also select the Hep C Oral PSM rule on the UM tab (not required for NPF)				X				
Commercial	\$0.00	• POS discount		X				ESI managed
Cholesterol Care Value	Fee - PMPM	Guarantee	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Program Requirements: Exclusive Accredo, no courtesy fills for PCSK9 Inhibitors Comprehensive prior authorization for PCSK9s Express Scripts standard clinical criteria Express Scripts managed coverage reviews Express Scripts standard clinical rules (includes PA & DQM) Automatic updates Clinical days' supply				X				
Commercial	\$0.00	• POS discount • PCSK9 inhibitors \$65 PMPY cost cap		X				ESI managed
Oncology Care Value	Fee - PMPM	Guarantee	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Program Requirements: Exclusive Accredo, no courtesy fills for all oncology medications Oncology drug preference by indication Express Scripts standard criteria Express Scripts managed coverage reviews Express Scripts standard clinical rules (includes PA) Automatic updates				X		X		
Commercial	\$0.00	• POS discount • Early discontinuation reimbursement		X		X		ESI managed
Inflammatory Conditions Care Value	Fee - PMPM	Guarantee	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Program Requirements: Exclusive Accredo, no courtesy fills for all inflammatory conditions medications Inflammatory condition drug preference by indication Express Scripts standard criteria Express Scripts managed coverage reviews Express Scripts standard clinical rules Automatic updates				X		X		
Commercial Place X by choice below: 1. <input checked="" type="checkbox"/> NPF/Basic 2. <input type="checkbox"/> High Performance	\$0.00	• Early discontinuation reimbursement • \$2K per 30 day prescription for up to 90 day supply		X		X		ESI managed
Market Events Protection Program	Fee - PMPM	Guarantee	In Place	Add	Remove	Grandfather	PreNotify	Cov Review

Program Requirements: Any of the following actions may be taken in response to a market event: Block brand Block generic Prefer a clinically equivalent alternative Implement a prior authorization Implement step therapy Quantity level limits Dosage form changes								
Commercial	\$0.00			X				ESI managed

Note:

- 1) Criteria for modules are subject to change at the discretion of ESI.
- 2) ESI is not responsible for clinical program impact due to missed file delivery dates from client's vendor(s).
- 3) ESI has structured the terms of this program to comply with certain exceptions and safe harbors to the Federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), including the discount exception (42 U.S.C. § 1320a-7b(b)(3)(A) and safe harbor (42 C.F.R. § 1001.952(h)). ESI will treat any reimbursement made to Sponsor hereunder as retrospective discounts on the price of the product paid by Sponsor. ESI will fully and accurately report such discounts on the payment advice submitted to Sponsor. ESI hereby informs Sponsor that it may be required by law to properly disclose and appropriately reflect (in any costs claimed or charges made) all such discounts. Further, ESI will refrain from taking any action that would impede or frustrate Sponsor in any such disclosure requirements. Sponsor may be required to provide information on the discount furnished to Sponsor to the Secretary of Health and Human Services, or any state or other governmental agency, upon request. ESI will comply with all applicable reporting and disclosure obligations.

SafeGuardRx Savings Guarantee Notes:

- 1) If Sponsor chooses to participate in any of the SafeGuardRx programs, all the terms and conditions of that program will apply.

Hepatitis Cure Value Notes:

- 1) Sponsor's benefit design must be set to exclusive Accredo for Viekira Pak/XR and Harvoni with no courtesy fills allowed at any other pharmacy.
- 2) Sponsor's formulary must adopt Viekira Pak/XR and Harvoni exclusively (or preferred with Express Scripts' standard step edit) for Hepatitis C genotype 1.
- 3) Sponsor's formulary must also prefer Harvoni for all other FDA approved Hepatitis C genotypes.
- 4) Sponsor's Prior Authorization criteria for Viekira Pak/XR and Harvoni must not have Metavir score requirements.
- 5) Claims for which Sponsor overrides the applicable PA criteria will be excluded from all components of the program.
- 6) The Program does not apply to patients receiving therapy for off-label indications.
- 7) The total value to be provided to the Sponsor, on a benefit plan by benefit plan basis, from rebates (if applicable) and the Additional Discount on Viekira Pak/XR shall not exceed 60% of the total, aggregated amount of WAC (Wholesale Acquisition Cost) attributable to the Sponsor's Viekira Pak/XR claims for the applicable year. A benefit plan will be defined based on Sponsor's level of enrollment in the program.

COMMERCIAL: Click Below link (<https://www.express-scripts.com/art/pdf/TC-HCV.pdf>) to view the full terms and conditions of the programs. If you have difficulty accessing the terms and conditions or require a printed version, please reach out to your account team contact.

[HCV Commercial Division Terms and Conditions](#)

Cholesterol Care Value Notes:

- 1) Sponsor's benefit design will be set to exclusive Accredo for Repatha and Praluent (and any future PCSK9 inhibitors) with no courtesy fills allowed at any other pharmacy.
- 2) Sponsor must utilize the Express Scripts CCV Prior Authorization criteria for Repatha and Praluent (and any future PCSK9 inhibitors).
- 3) Express Scripts must manage Sponsor's prior authorization process.
- 4) Claims for which Sponsor overrides ESI's PA criteria will not be eligible to be included in the program.
- 5) The Program does not apply to patients receiving therapy for off-label indications.

Cost Cap:

- 1) ESI will provide Sponsor with a PCSK9 Cost Cap per member per year. ESI will provide Sponsor with a credit, dollar for dollar, to the extent that Sponsor's actual PCSK9 spend (net of Rebates and Manufacturer Administrative Fees) exceeds the PMPY cap. ESI will determine if the PMPY cap is exceeded by comparing the cap to the result of the following equation: Sponsor's actual ingredient cost billed for PCSK9 inhibitors for the calendar year, less any Rebates and Manufacturer Administrative Fees paid divided by the average enrollment in Sponsor's Plans during the calendar year.
- 2) Only utilization while Sponsor is enrolled in the Cholesterol Care Value Program will count towards the PMPY cost cap. Only utilization while the patient is covered by Sponsor will apply.
- 3) The PMPY Cap may be adjusted if there are significant changes to the FDA approved labels for Praluent or Repatha (or any future PCSK9 Inhibitors). ESI may adjust the PMPY cap if outcomes trials are released that materially change prescriber behavior. ESI may also adjust the cap if the number of Sponsor's members enrolled in the program drops below 1,000.
- 4) The PMPY cost cap is only applicable to Praluent or Repatha claims and does not include the cost of any other therapies used by the patient, including statin therapy.
- 5) The total value to be paid to Sponsor under PCSK9 Cost Cap will not exceed 25% of AWP of the PCSK9 products dispensed to Sponsor's members.
- 6) The PMPY Cost Cap will apply only to claims dispensed after all prior authorization criteria are implemented for Sponsor's plans. If Sponsor was not enrolled in the CCV program in 2015, it will take additional time to implement the prior authorization criteria.
- 7) ESI reserves the right to retain an administrative fee, not to exceed 2.75% of wholesale acquisition cost of the pharmaceutical product from the payments which are paid to Sponsor in exchange for ESI's services rendered under the programs.

COMMERCIAL: Click below link (<https://www.express-scripts.com/tc/TC-CCV-CD.pdf>) to view the full terms and conditions of the programs. If you have difficulty accessing the terms and conditions or require a printed version, please reach out to your account team contact. Password: u`HH%2)~*Fez

[CCV Commercial Division Terms and Conditions](#)

Password: u`HH%2)~*Fez

Oncology Care Value Notes:

- 1) Sponsor's pharmacy network must be set to exclusive Accredo for all oncology drugs, when Accredo has access to the oncology drug, with no courtesy fills allowed at any other pharmacy.
- 2) Sponsors must accept applicable drug preference requirements at the indication level and formulary status updates to qualify for applicable discounts at Accredo.
- 3) Sponsors must accept automatic updates and/or enhancements to the program to continue to qualify for applicable discounts at Accredo.
- 4) Express Scripts must manage Sponsor's PA process.
- 5) Claims for which Sponsor overrides the applicable PA criteria will not be eligible for, or included in, any portion of the program.
- 6) If Sponsor participates in the program, Sponsor will be eligible for additional discounts or credits, which will be applied at the point of sale or paid out on an annual basis for all specified oncology products dispensed at Accredo. The list of products, and their associated discount rates or credit values, will be provided to Sponsor upon request and will be reflected in the invoices sent to Sponsor. The list of specified products (and their associated discounts) may be updated by ESI from time to time upon notice to Sponsor.

COMMERCIAL: Click below link (<https://www.express-scripts.com/art/pdf/TC-OCV.pdf>) to view the full terms and conditions of the programs. If you have difficulty accessing the terms and conditions or require a printed version, please reach out to your account team contact.

[OCV Commercial Division Terms and Conditions](#)

Inflammatory Conditions Care Value Notes:

- 1) Sponsor's benefit design must be set to exclusive Accredo for inflammatory conditions' drugs with no courtesy fills allowed at any other pharmacy.
 - 2) Sponsor must be enrolled in Express Script's National Preferred Formulary, or a clone thereof, or utilization management programs that drives preference by indication for the applicable Inflammatory Products.
 - 3) Claims for which Sponsor overrides the applicable PA criteria will be excluded from all components of the program
- Early Discontinuation:
- 1) Early discontinuation only applies in situations when a member has their initial and subsequent fills at Accredo
 - 2) Sponsor will only be reimbursed up to one time per patient for each unique preferred inflammatory condition drug
 - 3) To be eligible for the ICCV Discontinuation Credit, the ICCV Patient must start (receive their first fill) at Accredo and remain at Accredo through discontinuation of therapy. In addition, the ICCV Patient must have been continuously eligible in the prior 270 days and remained covered by Sponsor for the duration of the credit period (136 Days after first fill). (i.e., must remain benefit eligible) and Sponsor must be able to provide 270 days of claims data evidencing that the patient has not previously filled an Inflammatory Product.
- General Terms:
- 1) ESI reserves the right to retain an administrative fee, not to exceed 2.75% of wholesale acquisition cost of the pharmaceutical product from the payments which are paid to Sponsor in exchange for ESI's services rendered under the programs.

COMMERCIAL: Click below link (<https://www.express-scripts.com/tc/TC-ICCV-CD.pdf>) to view the full terms and conditions of the programs. If you have difficulty accessing the terms and conditions or require a printed version, please reach out to your account team contact.

[ICCV Commercial Division Terms and Conditions](#)

Market Event Protection Program Notes:

- 1) Sponsor acknowledges and agrees that for certain actions to be taken when preferring a specific medication, Sponsor must have dispense as written ("DAW") code(s) 5 and/or 9 enabled for adjudication to prevent potential member disruption. By enrolling, Sponsor agrees to enable DAW 5 and/or 9, if necessary.
- 2) ESI will provide Sponsor advance notice of any action taken under the Program. ESI will provide Sponsor's members advance notice of any action taken under the Program if such action has a direct member impact that will require a member to take action (e.g. if a new prescription may be required).
- 3) Sponsor may disenroll from the Program at any time, provided that ESI is given 30 days advance written notice. If Sponsor disenrolls from the program, any authorized action previously taken under the Program during Sponsor's enrollment will no longer apply and Sponsor will be reverted back to its state prior to enrollment in the Program.
- 4) Claims impacted by the Program will be adjudicated and reconciled in accordance with the pricing set forth in the PBM Agreement. Nothing herein changes the pricing guarantees under the PBM agreement.
- 5) The current list of market events eligible for the Program and the specific actions that Sponsor is authorizing ESI to take are set forth in the table included in the full terms and conditions of the program. Market events will be reviewed on a book of business basis.

Click below link (<https://www.express-scripts.com/tc/TC-ME-CD.pdf>) to view the full terms and conditions of the programs. If you have difficulty accessing the terms and conditions or require a printed version, please reach out to your account team contact.

[ME Commercial Division Terms and Conditions](#)

Clinical Programs

Express Scripts offers a comprehensive suite of trend and integrated health management programs. This offering may change or be discontinued from time to time as we update our offering to meet the needs of the marketplace. List of drugs subject to change at the discretion of ESI. Additional fees apply for custom rules. Healthplans-Pricing will be based on client contract.

Utilization Management Packages	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Unlimited UM Option Includes all Items in the Limited UM Package: Limited PA Proactive PA Limited DQM Limited Step Therapy Plus all items in the Advantage UM Package: Advantage PA Nonessential Therapy PA Advantage DQM Preferred Specialty Management Advantage Step Therapy Plus all items in the Advantage Plus UM Package Advantage Plus PA Pharmacogenomic PA Oncology Package Advantage Plus DQM Advantage Plus Step Therapy Plus Adjunctive Specialty PA Optional PA Optional Step Therapy	\$1.23		X				ESI managed
Prior Authorization Intervene to support appropriate use at the point of service through pre-established clinical criteria (Member Pre-communication letter program included) Automatic Updates to the below programs apply.	Fee - PMPM	In Place	Add	Remove	G'dfather	PreNotify	Cov Review
Limited PA List	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Limited PA List	INCLUDED IN PACKAGE		X				ESI managed
Adempas***			X				ESI managed
Alpha1 Proteinase Inhibitors (Aralast NP***/Glassia***/Prolastin***/Prolastin C***/Zemaira***)			X				ESI managed
Ampyra***			X				ESI managed
Aranesp***			X				ESI managed
Avonex***			X				ESI managed
Betaseron***, Extavia***			X				ESI managed
Cholbam***			X				ESI managed
Copaxone***			X				ESI managed
Daliresp			X				ESI managed
Egrifta***			X				ESI managed
Emflaza			X				ESI managed
Epogen***, Procrit***			X				ESI managed
Esbriet***			X				ESI managed
Flolan***, Veletri***, Remodulin***			X				ESI managed
Hetlioz***			X				ESI managed
Hyaluronic Acid Derivatives (Euflexxa***, Gel-One***, Hyalgan***, Monovisc***, Orthovisc***, Supartz***, Synvisc***, Synvisc-One***)			X				ESI managed
Growth Hormones (Genotropin***, Humatrope***, Norditropin*** Novo Nordisk, Nutropin***, Nutropin AQ***, Omnitrope***, Saizen***, Serostim***, Tev-Tropin***, Zorbtive***)			X				ESI managed
Increlex***			X				ESI managed
Lemtrada***			X				ESI managed
Letairis***, Tracleer***, Opsumit***			X				ESI managed
Mircera***			X				ESI managed
Myalept***			X				ESI managed
Northera***			X				ESI managed
Ocrevus			X				ESI managed
Ofev***			X				ESI managed

Plegridy***			X					ESI managed
PDE-5 inhibitors for PAH (Adcirca***, Revatio***)			X					ESI managed
Orenitram***			X					ESI managed
Rebif***			X					ESI managed
Tysabri***			X					ESI managed
Tyvaso***, Ventavis***			X					ESI managed
Uptravi***			X					ESI managed
Xeomin***			X					ESI managed
Zinbryta			X					ESI managed
Advantage PA List	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review	
Advantage PA List	INCLUDED IN PACKAGE		X					ESI managed
Actemra***			X					ESI managed
Cimzia***			X					ESI managed
Cinqair***			X					ESI managed
Cosentyx***			X					ESI managed
Dupixent			X					ESI managed
Enbrel***			X					ESI managed
Entyvio***			X					ESI managed
Forteo***			X					ESI managed
Granix***			X					ESI managed
Grastek***, Oralair***			X					ESI managed
Humira***			X					ESI managed
Inflectra***/Remicade***			X					ESI managed
Kevzara			X					ESI managed
Kineret***			X					ESI managed
Lidoderm***			X					ESI managed
Lovaza***, Vascepa***			X					ESI managed
Natpara***			X					ESI managed
Neulasta***			X					ESI managed
Neupogen***			X					ESI managed
Nucala***			X					ESI managed
Nuvigil***, Provigil***			X					ESI managed
Orencia***			X					ESI managed
Otezla***			X					ESI managed
Ragwitek***			X					ESI managed
Rituxan***			X					ESI managed
Simponi***			X					ESI managed
Solaraze			X					ESI managed
Stelara***			X					ESI managed
Taltz***			X					ESI managed
Xeljanz***			X					ESI managed
Xolair***			X					ESI managed
Zarxio***			X					ESI managed
Zovirax			X					ESI managed
Advantage Plus PA List	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review	
Advantage Plus PA List	INCLUDED IN PACKAGE		X					ESI managed
Chemet***			X					ESI managed
Combination Beta Agonist/ICS (Advair Diskus***, Advair HFA***, Breo Ellipta, Dulera, Symbicort)			X					ESI managed

Corlanor			X					ESI managed
Eliquis			X					ESI managed
Entresto***			X					ESI managed
Fentanyl Transmucosal Drugs (Abstral***, Actiq***, Fentora***, Onsolis***, Subsys***, Lazanda***)			X					ESI managed
Iron Chelators*** (Oral)			X					ESI managed
Pradaxa			X					ESI managed
Savaysa			X					ESI managed
Suboxone***, Zubsolv*** and Bunavail***			X					ESI managed
Syprine***			X					ESI managed
Xarelto			X					ESI managed
Zontivity			X					ESI managed
Nonessential Therapy PA List	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review	
Nonessential Therapy PA List: Please Note: Current drug exclusions will stay excluded unless requested under separate Service Request.	INCLUDED IN PACKAGE		X					ESI managed
Addyi			X					ESI managed
Alprostadil Products (Edex, Caverject, Caverject Impulse, Muse)			X					ESI managed
Botox***			X					ESI managed
Cialis***			X					ESI managed
Diclegis***			X					ESI managed
Dysport***			X					ESI managed
GLP-1 Agonists (Byetta***, Bydureon***, Incretim Mimetics, Trulicity***, Victoza***)			X					ESI managed
Injectable Testosterone (Aveed@***, Depo@ - Testosterone [testosterone cypionate injection, generics], Delatestry@ [testosterone enanthate injection, generics], Testopel@*** [testosterone pellet])			X					ESI managed
Levitra/Staxyn			X					ESI managed
Myobloc***			X					ESI managed
Ophthalmic Prostaglandin (Lumigan, Xalatan[Generics], Travatan, Travatan Z, Zioptan)			X					ESI managed
Restasis***			X					ESI managed
Stendra			X					ESI managed
Symlyn			X					ESI managed
Topical Tazarotene Products (Tazorac@ 0.05% and 0.1% cream, gel - Allergan; Fabor 0.1% foam - Stiefel)			X					ESI managed
Topical Testosterone (Androderm***, AndroGel***, Axiron***, Fortesta***, Natesto***, Striant***, Testim***, First@-Testosterone MC, First@-Testosterone)			X					ESI managed
Topical Tretinoin-Indication age limit is MANDATORY. If this info is missing drug will be covered through age 30 and PA will apply for age 31 and older. ____ (age) (Retin-A@, Retin-A@ Micro@ - Ortho; Avita@ - Bertek Pharmaceuticals; Tretin-X™ - Triax; Atralin™ gel - Coria; other generic topical tretinoin products - various manufacturers) and Clindamycin Phosphate 1.2% and Tretinoin 0.025% gel(Ziana(R) - Medicis; Veltin(TM) - Stiefel)			X					ESI managed
Viagra			X					ESI managed
Weight Loss Drugs (Adipex (phentermine), Bontril [phendimetrazine], Contrave (bupropion; naltrexone), Didrex [benzphetamine], Sanorex [mazindol], Saxenda, Suprenza [phentermine], Tenuate [diethylpropion], Xenical [orlistat], Belviqu, Qsymia)			X					ESI managed
Xiidra***			X					ESI managed
Pharmacogenomic PA List	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review	
Pharmacogenomics PA List	INCLUDED IN PACKAGE		X					ESI managed
Afinitor*** (also Included in Oncology Package)			X					ESI managed
Alecensa**** (also Included in Oncology Package)			X					ESI managed

Bosulif*** (also Included in Oncology Package)			X					ESI managed
Cotellic*** (also Included in Oncology Package)			X					ESI managed
Daklinza***			X					ESI managed
Erbitux***/Vectibix***			X					ESI managed
Epclusa***			X					ESI managed
Exondys 51***			X					ESI managed
Gilotrif*** (also Included in Oncology Package)			X					ESI managed
Gleevec*** (also Included in Oncology Package)			X					ESI managed
Harvoni***			X					ESI managed
Herceptin***			X					ESI managed
Ibrance *** (also Included in Oncology Package)			X					ESI managed
Iclusig*** (also Included in Oncology Package)			X					ESI managed
Iressa*** (also Included in Oncology Package)			X					ESI managed
Kadcyla			X					ESI managed
Kalydeco***			X					ESI managed
Kisqali (also Included in Oncology Package)			X					ESI managed
Lynparza*** (also Included in Oncology Package)			X					ESI managed
Mekinist*** (also Included in Oncology Package)			X					ESI managed
Olysio***			X					ESI managed
Orkambi***			X					ESI managed
Pegasy***, PegIntron***			X					ESI managed
Perjeta***			X					ESI managed
Rubraca			X					ESI managed
Selzentry***			X					ESI managed
Sovaldi***			X					ESI managed
Spinraza			X					ESI managed
Sprycel*** (also Included in Oncology Package)			X					ESI managed
Stivarga*** (also Included in Oncology Package)			X					ESI managed
Tafinlar*** (also Included in Oncology Package)			X					ESI managed
Tagrisso*** (also Included in Oncology Package)			X					ESI managed
Tarceva*** (also Included in Oncology Package)			X					ESI managed
Tasigna*** (also Included in Oncology Package)			X					ESI managed
Technivie***			X					ESI managed
Tykerb*** (also Included in Oncology Package)			X					ESI managed
Venclexta*** (also Included in Oncology Package)			X					ESI managed
Viekira***			X					ESI managed
Xalkori*** (also Included in Oncology Package)			X					ESI managed
Zepatier***			X					ESI managed
Zelboraf*** (also Included in Oncology Package)			X					ESI managed
Zykadia*** (also Included in Oncology Package)			X					ESI managed
Adjunctive Specialty PA List	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review	
Adjunctive Specialty PA List	INCLUDED IN PACKAGE		X					ESI managed
H.P. Acthar Gel***			X					ESI managed
IVIG (Bivigam***, Carimun***e, Flebogamma DIF***, Gammagard***, Gammagard S/D***, Octagam***, Privigen, Gammplex***, Gamunex***, Gammaked)			X					ESI managed
Leuprolide long acting (Lupron Depot@***, Lupron Depot-Ped@; Eligard@***, Lupaneta***)			X					ESI managed
Prolia***			X					ESI managed
Reclast***/Boniva***			X					ESI managed
Ribavirin (Copegus***, Rebetol***, Ribasphere***)			X					ESI managed
SCIG(Gammagard Liquid, Gammaked***, Gamunex-C***, Hyqvia***, Hizentra***)			X					ESI managed
Synagis***			X					ESI managed
Oncology Package PA - Full Package Only	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review	

Oncology Package PA - Full Package Only Alecensa Afintor Bosulfif Cabometyx Caprelisa Cometriq Cotellic Erivedge Farydak Giletrif Gleeevec Ibrance Ictavis Imbruvica Inlyta Iressa Jaktafi Kisqali Lenvima Lenvuf Lynparza Mekinist Nexavar Nilutro Odomzo Revlmid Rubraca Sprycel Sivarga Sutent Tafinar Tagrisso Tarcova Tasigna Temodar (capsules) Thalomid Tykerb Vandetta Votrient Xalkori Xtandi Zejula Zelboraf Zydelig Zykadia Zytiga	INCLUDED IN PACKAGE		X				ESI managed
Proactive PA List - Full List Only	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Proactive PA List - Full List Only Arcalyst*** Austedo Cinryze***, Berinert*** Chenodal Firazyr*** Ilaris*** Ingrezza Kalbitor*** Keveyis*** Korlym*** Krystexxa*** Kuvan*** Macular Degeneration (Eylea***, Lucentis***, Macugen***) Makena*** Nplate*** Ocaliva*** Promacta*** Rucocest*** Samsca Signifor*** & Signifor LAR*** Xenazine*** Xermelo	INCLUDED IN PACKAGE		X				ESI managed
Optional PA Modules	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Nuedexta	INCLUDED IN PACKAGE		X				ESI managed
Sensipar***	INCLUDED IN PACKAGE		X				ESI managed
Xyrem*** (Grandfathering Required)	INCLUDED IN PACKAGE		X		X		ESI managed
Zyvox, Sivextro***	INCLUDED IN PACKAGE		X				ESI managed
PCSK9 – Standard PA* *** (Does NOT include Clinical Documentation)	INCLUDED IN PACKAGE		X				ESI managed
Juxtapid***/Kynamro***	INCLUDED IN PACKAGE		X				ESI managed
Daraprim*** (ADD FOR ALL New Commercial Clients and IN Place for existing)	INCLUDED IN PACKAGE		X				ESI managed
Drug Quantity Management Ensure that the quantity of units supplied in each prescription remains consistent with clinical dosing guidelines and a Sponsor's benefit design. Note: List of drugs subject to change at the discretion of ESI. Automatic Updates to the below programs apply.	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Limited DQM List	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review

Limited DQM List - Limited-default DQM per rx ___X___	INCLUDED IN PACKAGE		X				ESI managed
Allergies***			X				ESI managed
Anaphylaxis			X				ESI managed
Anti-fungal***			X				ESI managed
Anti-Infective***			X				ESI managed
Anti-Influenza***			X				ESI managed
Asthma/COPD***			X				ESI managed
Contraceptives			X				ESI managed
Eye Conditions***			X				ESI managed
Hormone Supplementation***			X				ESI managed
Impotence***			X				ESI managed
Inflammatory Conditions			X				ESI managed
Migraine Headaches***			X				ESI managed
Nausea/Vomiting***			X				ESI managed
Sleep Disorder***			X				ESI managed
Topical Inflammatory Conditions			X				ESI managed
Topical Pain***			X				ESI managed
Ulcer***			X				ESI managed
Advantage DQM list	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Advantage DQM List	INCLUDED IN PACKAGE		X				ESI managed
Anti-Infective - Specialty***			X				ESI managed
Asthma - Specialty			X				ESI managed
Blood Cell Deficiency***			X				ESI managed
Bone Conditions***			X				ESI managed
Diabetes***			X				ESI managed
Endocrine/Rare***			X				ESI managed
Fertility			X				ESI managed
Hepatitis C***			X				ESI managed
High Blood Cholesterol***			X				ESI managed
High Blood Pressure			X				ESI managed
Inflammatory Conditions-Specialty***			X				ESI managed
Multiple Sclerosis***			X				ESI managed
Overactive Bladder***			X				ESI managed
Pain***			X				ESI managed
Pain - Narcotic***			X				ESI managed
Respiratory Miscellaneous***			X				ESI managed
Pulmonary Hypertension***			X				ESI managed
Wound Care			X				ESI managed
Advantage Plus DQM List	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Advantage Plus DQM List	INCLUDED IN PACKAGE		X				ESI managed
Depression***			X				ESI managed
Heart Failure			X				ESI managed
Mental/Neurological Disorders***			X				ESI managed

Oncology Package DQM List - Included in Oncology PA Package	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Oncology Package DQM List Alecensa Bosulif Caprelsa Cotellic Erivedge Farydak Gilotrif Gleevec Ibrance Iclusig Imbruvica Inlyta Iressa Jakafi Mekinist Nexavar Ninlaro Odomzo Rubraca Sprycel Stivarga Sutent Tafinlar Tagrisso Tarceva Tasigna Tykerb Venclexta Votrient Xalkori Xtandi Zejula Zelboraf Zydelig Zykadia Zytiga	INCLUDED IN PACKAGE		X				ESI managed
Step Therapy Intervene to support the use of less expensive and clinically appropriate medications at the point of service. (Member and Physician Rapid Response Programs are included for all programs) (Member Pre-communication letter program included when programs are implemented without Grandfathering) Automatic Updates to the below programs apply.	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Limited Step Therapy List	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Limited Step Therapy List - 1. <input checked="" type="checkbox"/> Default Version Note: all modules are available ala carte	INCLUDED IN PACKAGE		X		X		ESI managed
Colchicine (Grandfathering not avail)			X				ESI managed
COX-2			X		X		ESI managed
Expendable Step*** (Grandfathering not avail)			X				ESI managed
Hydrocortisone Acetate Suppository			X		X		ESI managed
Hypnotics***			X		X		ESI managed
Nasal Steroid Preferred*** (Default/Preferred List)* (Grandfathering not avail)			X				ESI managed
Ophthalmic Antiallergy			X		X		ESI managed
NSAID***			X		X		ESI managed
PPI ***(Zegerid - Grandfathering not avail)			X		X		ESI managed
Tetracyclines - Oral***			X		X		ESI managed
Topical Acne/Rosacea			X		X		ESI managed
Topical Antifungal***			X		X		ESI managed
Topical Corticosteroids***			X		X		ESI managed
Atopic Dermatitis – Topical ***			X		X		ESI managed
Advantage Step Therapy List	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review

Advantage Step Therapy List - 1. <input checked="" type="checkbox"/> Default Version	INCLUDED IN PACKAGE		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Note: all modules are available ala carte							
ARB*** (Default & Generic/Enhanced List)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Avodart			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Bisphosphonates***			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Fenofibrate***			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
HMG Enhanced*** (Default & Generic/Enhanced List)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Inhaled Corticosteroids Preferred (Grandfathering not avail)			<input checked="" type="checkbox"/>				ESI managed
Metformin			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Methotrexate			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Overactive Bladder Preferred (Default & Preferred List)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
SGLT-2 Inhibitors*** (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
SGLT-2/DPP-4 Combo*** (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Thiazolidinedione (TZD) (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Advantage Plus Step Therapy list	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Advantage Plus Step Therapy List - 1. <input checked="" type="checkbox"/> Default Version	INCLUDED IN PACKAGE		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Note: all modules are available ala carte							
ADHD Non-Stimulant			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
ADHD Stimulant			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Alzheimers (Grandfathering Required) (Namenda - Grandfathering not avail)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Antiepileptic Drugs (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Gabapentin***			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Long Acting Opioids - Oral***			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Naloxone injection*** (Grandfathering not avail)			<input checked="" type="checkbox"/>				ESI managed
Opioid Induced Constipation			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Other Antidepressants (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
SSRI *** (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Topiramate			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Tramadol***			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Triptan*** (Default & Generic/Enhanced List)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Uloric***			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Preferred Specialty Management (PSM) List	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Preferred Specialty Management (PSM) List Please indicate formulary below: National Preferred/Basic <input checked="" type="checkbox"/>	INCLUDED IN PACKAGE		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Alpha-1 Inhibitors			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Colony Stimulating Factors (Grandfathering not avail)			<input checked="" type="checkbox"/>				ESI managed
Cryopyrin-Associated Periodic Syndrome (CAPS) (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Erythroid Stimulants			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Gaucher's Disease*** (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Growth Hormones			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Hepatitis C - Oral (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Infertility***			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Inflammatory Conditions (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Multiple Sclerosis*** (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Prostate Cancer GnRH Analogs (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Prostate Cancer Oral (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Pulmonary Arterial Hypertension (Grandfathering Required)			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		ESI managed
Optional Step Therapy Modules	Fee - PMPM	In Place	Add	Remove	Grandfather	PreNotify	Cov Review
Alpha Blockers for BPH	INCLUDED IN PACKAGE		<input checked="" type="checkbox"/>				ESI managed

Beta Blockers	INCLUDED IN PACKAGE		X				ESI managed
Bile Acid Sequestrants	INCLUDED IN PACKAGE		X				ESI managed
Calcium Channel Blockers (CCBs)	INCLUDED IN PACKAGE		X				ESI managed
Contraceptives	INCLUDED IN PACKAGE		X				ESI managed
DPP-4 Inhibitors (Grandfathering Required)	INCLUDED IN PACKAGE		X		X		ESI managed
Epinephrine - Epipen, Epipen JR.	INCLUDED IN PACKAGE		X				ESI managed
Ophthalmic Prostaglandin	INCLUDED IN PACKAGE		X		X		ESI managed
Vitamin D Analogs	INCLUDED IN PACKAGE		X				ESI managed
Zetia***	INCLUDED IN PACKAGE		X		X		ESI managed
Summary	Fee	In Place	Add	Remove			
New Total Drug Choices UM Program Fee:	\$1.23 PMPM		X				ESI managed

Note:

- 1) Prices for new modules will be established upon development.
- 2) Criteria for modules are subject to change at the discretion of ESI.
- 3) ESI is not responsible for clinical program impact due to missed file delivery dates from client's vendor(s).

Savings Guarantee Notes:

- 1) Savings are calculated on measurable annual pharmacy cost savings, (ingredient cost savings) inclusive of member copayments, and do not include inferred medical savings. A full description of the savings methodology for all programs is available from Sponsor's ESI Account Management Team.
- 2) Savings calculations do not account for rebate gain or loss that may result from program implementation. Program implementation may result in a reduction of any rebate guarantees. ESI will model the impact and notify Sponsor of the change in rebates.
- 3) Savings guarantees require that client's average monthly member enrollment is above the thresholds listed for relevant lists and packages
- 4) ESI may equitably adjust the guarantee at any time in the event there is a change in Sponsor's drug program that has a material effect on Sponsor's PMPM drug cost, including, but not limited to, changes in membership demographics, copayment/cost share structures, coverage rules, formularies (e.g., less or more restrictive), etc.
- 5) Your account team can provide program-specific reports to validate savings generated. Sponsor shall be reimbursed 100% of any savings shortfall, on an annual basis.
- 6) On an annual basis, programs will be re-evaluated for estimated savings in light of changes in clinical practice or market conditions. Our goal is to maintain the current price and guarantee by adding drugs to a particular list or package. In the unlikely event we find it necessary to decrease a guarantee, the price will be adjusted to ensure the same ROI. In all instances we will review this with client in detail before changes are made.
- 7) To preserve the guarantee for the 3-year term of the contract and account for annual formulary drug exclusions, ESI reserves the right to include savings in list guarantee calculations for any drug on the list subject to a formulary or benefit exclusion related to the programs above.
- 8) Standard guarantees require the implementation of Prior Authorization rules without grandfathering, and with any automated, "Smart" logic (taking into account claims history) that is used by the standard rules.

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PHARMACY BENEFIT MANAGEMENT AGREEMENT

THIS PHARMACY BENEFIT MANAGEMENT AGREEMENT ("Agreement") will be effective as of the date set forth in Section 6.1 and is entered into by and between EXPRESS SCRIPTS, INC., a Delaware corporation ("ESI"), and School Board of Indian River County, organized under the laws of Florida ("Sponsor").

RECITALS

WHEREAS, ESI provides PBM Services; and

WHEREAS, Aon Hewitt has organized and manages a prescription benefit services coalition, the Aon Hewitt Rx Coalition ("AHRC"), whose participants are comprised of self-funded employers; and

WHEREAS, Aon Hewitt has arranged on behalf of the members of AHRC for ESI to provide certain retail network, mail service pharmacy, special pharmacy and clinical services with respect to such member's health benefit plan(s), as reflected in the agreement between Aon Hewitt and ESI, dated January 1, 2017 (the "Master Agreement"); and

WHEREAS, Sponsor is a member in good standing of AHRC; and

WHEREAS, Sponsor desires that ESI be its provider of PBM Services for Sponsor's Plan under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PRICING CHOICE

Traditional Pricing

Pass-Through Pricing

Sponsor shall have the right, once during the Term of the Agreement, and only to be effective upon the first day of any contract year, to switch from Pass-Through or Traditional Pricing upon written notice to ESI within ninety days (90) days prior to the end of a contract year.

ARTICLE I – THE MASTER AGREEMENT BETWEEN ESI AND AON CONSULTING, INC.

ESI and Aon Consulting, Inc. have entered into a Master Agreement, which is incorporated herein for all purposes. To the extent not defined herein, capitalized terms shall have the meaning ascribed to them in the Master Agreement. **The Parties to this Agreement have reviewed the Master Agreement and all exhibits and attachments thereto.**

ARTICLE II - PBM SERVICES

ESI shall provide the following PBM Services:

2.1 Eligibility/Set Up. ESI represents that it maintains and continually updates a business continuity plan designed to mitigate any disruption to the services provided by ESI under this Agreement.

(a) ESI shall provide the Sponsor with the appropriate Set-Up Forms for completion. Sponsor will submit completed Set-Up Forms and Eligibility Files (initial and updated) on a mutually determined basis, which ESI will accurately implement. Changes to the Set-Up Forms must be documented on ESI's standard amendment forms. Prior to implementation, and periodically during the term of this Agreement, the parties shall test for proper set-up administration in accordance with the Set-Up Forms. If it is determined that ESI is not administering according to the Set-Up Forms, ESI shall have to cure and shall determine what if any additional monies are owed or refunds are due to Sponsor or Members.

(b) Eligibility performed manually by ESI for Sponsor, or material changes to the Eligibility File processes requested by Sponsor during the Term may be subject to additional fees set forth on Exhibit B. Sponsor will be responsible for all Prescription Drug Claims during the period of the Member's eligibility as indicated on the Eligibility File including for retroactively termed Members, except in the event of ESI's negligence.

2.2 Pharmacy Network.

(a) Participating Pharmacies. ESI will maintain a network(s) of Participating Pharmacies as identified in Exhibit B, and will make available an updated list of Participating Pharmacies online. ESI maintains multiple networks and subnetworks, and periodically consolidates networks or migrates clients to other networks and subnetworks. If, due to an access concern, Sponsor requests that ESI attempt to add a particular retail pharmacy to the network of Participating Pharmacies serving Sponsor and its Members hereunder, ESI will make commercially reasonable efforts to add any such pharmacy to the Participating Pharmacy network for Sponsor, provided that such pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions. If any such pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions except for ESI's standard network rates (i.e., the particular pharmacy will only agree to higher than standard reimbursement rates), and Sponsor nevertheless requests that ESI add such pharmacy, the rate charged to Sponsor for Prescription Drug Claims processed through such pharmacy (assuming ESI agrees to contract with such pharmacy) will be the net ingredient cost plus the dispensing fee paid by ESI to such Participating Pharmacy (plus applicable sales or excise tax or other governmental surcharge, if any). All such Prescription Drug Claims will be excluded from the pricing guarantees set forth in Exhibit B.

(i) ESI will require each Participating Pharmacy to meet ESI's network participation requirements, including but not limited to licensure, insurance and provider agreement requirements. ESI also performs audits (i.e., electronic or on-site) of Participating Pharmacies to determine compliance with their provider agreement billing requirements. ESI re-credentials network providers on a rolling three (3) year schedule. ESI may re-credential or request additional credentialing more often than every three (3) years when ESI determines, in its sole discretion, that such credentialing or re-credentialing request is appropriate. ESI will attempt recovery of identified overpayments through offset, demand or other reasonable means; provided that ESI will not be required to institute litigation. Recovered overpayments are credited to Sponsor. The cost of conducting audits and audit-related services for ESI is included in the base administrative fee as set forth in Exhibit B, meaning that 100% of recoveries will be passed through to Sponsor quarterly with the credit clearly identified on Sponsor's invoice. Copies of participation requirements and auditing processes are available upon request.

(ii) ESI does not direct or exercise any control over the Participating Pharmacies or the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. ESI shall

have no liability to Sponsor, any Member or any other person or entity for any act or omission of any Participating Pharmacy or its agents or employees.

(iii) Should the aggregate number of retail pharmacies in the network be reduced by more than 5%, ESI will give at least ninety (90) days' notice prior to the effective date of the change and an alternative pricing offer, if applicable, with a detailed analysis describing Sponsor savings, if any, and Member disruption, with all underlying assumptions disclosed. If ninety (90) days prior notice is not possible, ESI shall notify Aon Hewitt and Sponsor as soon as practicable.

(b) Mail Service Pharmacy. Members may have prescriptions filled through the Mail Service Pharmacy. Subject to applicable law, ESI may communicate with Members regarding benefit design, cost savings, availability and use of the Mail Service Pharmacy, as well as provide supporting services. ESI may suspend Mail Service Pharmacy services to a Member who is in default of any Copayment amount due ESI. Sponsor will be responsible for the first unpaid Member Copayment if payment has not been received from the Member within one hundred twenty (120) days following dispensing. Thereafter, the floor limit for that Member will be set to one dollar (\$1.00). Sponsor will be billed following the one hundred twenty (120) day collection period, with payment due in accordance with the payment terms set forth in Section 3.2 of this Agreement.

(c) Specialty Pharmacy. As elected by Sponsor on the Set-Up Forms, Members may have prescriptions filled through ESI Specialty Pharmacy on an exclusive basis (i.e., "ESI Specialty Pharmacy – Exclusive Care") or at Participating Pharmacies and through ESI Specialty Pharmacy (i.e., "ESI Specialty Pharmacy – Open Care"). Subject to applicable law, ESI and ESI Specialty Pharmacy may communicate with Members and physicians to advise Members filling Specialty Products at Participating Pharmacies of the availability of filling prescriptions through ESI Specialty Pharmacy.

(i) ESI will notify Sponsor and Aon Hewitt monthly of any new Specialty Products that are introduced to the market on or after the Effective Date of this Agreement with their applicable reimbursement rates ("Notice"). Only newly FDA-approved and launched Specialty Products may be considered for addition to the Specialty Product List. Notice will be provided in advance of any modification with an explanation of the rationale for such modification. On a quarterly basis on the first business day of the first month of the quarter, ESI shall provide Aon Hewitt and Sponsor with a revised and complete Specialty Product List noting the effective date for each modification. The parties agree as follows:

(A) If Sponsor has expressly excluded a specific therapy class or product on a Set-Up Form, Specialty Products in such excluded classes will automatically be deemed excluded from coverage and will reject as "NDC Not Covered" through Participating Pharmacies, Mail Service Pharmacy and ESI Specialty Pharmacy; otherwise, subject to (B) below, all other Specialty Products will be implemented as Covered Drugs at the rate specified in the applicable Specialty Product List or Notice. If Sponsor desires to cover otherwise excluded Specialty Products, Sponsor must notify ESI in writing that it desires to cover the Specialty Product before ESI will adjudicate as a Covered Drug, and if ESI receives such confirmation of coverage from Sponsor such Specialty Product will be loaded thereafter as a Covered Drug at the applicable reimbursement rate set forth in the Notice.

(B) Sponsor must notify ESI in writing if it wants to exclude the Specialty Product from coverage. The exclusion will be implemented within seven (7) business days after the date of ESI's receipt of such notification. There will not be any retroactive denials for Prescription Drug Claims processed prior to ESI's receipt of the

rejection notice and implementation of the exclusion as provided above and Sponsor will be responsible for the payment of such Prescription Drug Claims processed prior to the rejection of coverage.

(ii) For Specialty Products filled through ESI Specialty Pharmacy only, Members may receive the following services from ESI Specialty Pharmacy: patient intake services, pharmacy dispensing services, and depending on the particular therapy class or disease state: ASES and/or social services (patient advocacy, hardship reimbursement support, and indigent and patient assistance programs).

(iii) Subject to Sponsor's prior authorization requirements, if applicable, at the rates set forth in Exhibit B, ESI will provide or coordinate ASES for Members through ESI Specialty Pharmacy or through other specialty pharmacies or other independent third party providers of ASES when ASES is required. If ESI or ESI Specialty Pharmacy engages a third party provider of ASES, ESI or ESI Specialty Pharmacy shall contractually obligate such third party provider of ASES to comply with all applicable laws, including, without limitation, all applicable laws relating to professional licensure. ESI does not direct or exercise any control over any third party provider of ASES in administering Specialty Products or otherwise providing ASES.

(iv) If Sponsor elects the ESI Specialty Pharmacy - Open Care option, then any ancillary supplies, equipment, and services provided or coordinated in connection with the dispensing of Specialty Products at Participating Pharmacies (for example, limited distribution products not then available through ESI Specialty Pharmacy or overrides) will be billed to Sponsor at the cost charged to ESI for such ancillary supplies, equipment, and services provided or coordinated, unless such ancillary supplies, equipment, and services provided or coordinated are included in the ingredient cost of the Specialty Product. The above also applies for products dispensed at retail for the Exclusive option that allows first fills at retail or for products which ESI does not have access to.

2.3 Claims Processing.

(a) Claims Processing.

(i) ESI will perform claims processing services for Covered Drugs dispensed by Participating Pharmacies, Mail Service Pharmacy and ESI Specialty Pharmacy. The administrative fees for claims processing shall be as set forth in Exhibit B-2.

(ii) In connection with each prescription submitted for processing on-line by a Participating Pharmacy, ESI will perform standard drug utilization review ("DUR") in order to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. ESI's DUR processes are not intended to substitute for the professional judgment of the prescriber, the dispensing pharmacist or any other health care professional providing services to the Member.

(iii) If elected by Sponsor, ESI will process Member Submitted Claims in accordance with the rules in the Set-Up Forms and ESI's standard procedures.

(iv) If authorized by Sponsor on the Set-Up Forms, ESI will process Subrogation Claims in accordance with applicable federal and state laws, in which case Sponsor will pay such Subrogation Claims in accordance with Article III.. If Sponsor does not authorize ESI to process Subrogation Claims, ESI will reject the claim and refer claimants to Sponsor regarding such claims, in accordance with applicable federal and state laws. ESI is not legally

responsible to pay Subrogation Claims to the extent Sponsor is not timely paying ESI with respect to such Subrogation Claims.

(v) Sponsor or its third party designee (as applicable) will have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.

(vi) ESI shall use the maintenance medication indicator provided in Medi-Span to identify "maintenance medications" for purposes of a mandatory mail program or program that charges a penalty for refills obtained at Participating Pharmacies instead of the Mail Service Pharmacy.

(vii) ESI shall override retail and mail service prescriptions and provide up to a ninety (90) day supply for overseas travel (including vacation) based on Sponsor's specific Plan provisions.

(b) Prior Authorization. For the fees set forth in Exhibit B-2 (if applicable), ESI will provide prior authorization ("PA") services as specified and directed by Sponsor for drugs designated on the Set-Up Form. Prior authorized drugs must meet guidelines that are developed by ESI for Sponsor to review and approve ("Guidelines") before they are deemed to be Covered Drugs. Unless Sponsor otherwise directs, Sponsor hereby authorizes coverage for an otherwise excluded use in the event of co-morbidities, complications and other factors not otherwise expressly set forth in the Guidelines. In determining whether to authorize coverage of such drug under the PA Program, ESI will apply only the Guidelines and may rely entirely upon information about the Member and the diagnosis of the Member's condition provided to it from the prescriber. ESI will not undertake to determine medical necessity, make diagnoses or substitute ESI's judgment for the professional judgment and responsibility of the prescriber.

(c) Claims for Benefits. ESI will process initial "claims for benefits" for Member Submitted Claims and PA requests consistent with the ERISA claims rules set forth in 29 CFR Part 2560 or any amendments thereto (or applicable state law if a non-ERISA plan) ("Claims Rules"). Sponsor may elect to have ESI perform appeals services in connection with denied "claims for benefits" for the fees set forth in Exhibit B, or facilitate such services through Sponsor or a third party of Sponsor's choice. If Sponsor elects to conduct its own appeals or facilitate through a third party of Sponsor's choice, ESI will route Member appeals to Sponsor or other Sponsor designated entity. If Sponsor elects to have ESI perform appeals services, Sponsor agrees that ESI may perform such services through the UM Company. Through its contract with ESI, ESI represents that the UM Company has agreed to be, and will serve as, the named fiduciary for its performance of such appeals. ESI also agrees to accept fiduciary status solely with respect to its performance of any appeal.

(d) UM Company. In the event ESI performs appeals services, or facilitates the performance of appeals services through the UM Company, ESI or the UM Company, as applicable, will be responsible for conducting the appeal on behalf of Sponsor in accordance with the Claims Rules. ESI represents to Sponsor that UM Company has contractually agreed that: (A) UM Company will conduct appeals in accordance with the Claims Rules and Sponsor's plan, (B) Sponsor is a third party beneficiary of UM Company's agreement with ESI (a copy of which is available upon request) and the remedies set forth therein, which supplement the terms of this Agreement and the Master Agreement and (C) ESI warrants that UM Company will indemnify Sponsor for third party claims caused by the UM Company's negligence or willful misconduct in providing the appeal services.

(e) External Review Services.

ESI will not conduct any external review services (as defined in the Patient Protection and Affordable Care Act of 2010 and its implementing regulations (“PPACA”)); provided, however, Sponsor may elect to have UM Company facilitate the provision of external review services through UM company contracted Independent Review Organization (“IROs”) (as such term is defined in PPACA), for the fees set forth on Exhibit B below (if applicable). Sponsor must execute a standard ESI “External Appeals Services” Set-Up Form, which may be requested through ESI Account Management, in order to receive such services from UM Company.

In the event that Sponsor elects to utilize UM Company to facilitate the provision of external review services through UM Company contracted IROs, UM Company will be responsible for facilitating all such appeals (and the IROs will be responsible for providing all such appeals) in accordance with PPACA and all other applicable federal and state laws, and Sponsor hereby acknowledges and agrees that:

(i) UM Company (with respect to facilitating the external reviews) and the IROs (with respect to performing the external reviews), and not ESI, will be providing external review services; UM Company is an independent contractor of ESI; the IROs are independent contractors of UM Company and not ESI; and ESI does not in any way control or direct either UM Company or the IROs with respect to facilitation or performance of external review services provided by each respectively.

(ii) ESI represents to Sponsor that UM Company has contractually agreed that: (A) UM Company will facilitate all external review services in accordance with PPACA and all other applicable federal and state laws; (B) UM Company will contractually require its contracted IROs to perform all external reviews in accordance with PPACA and all other applicable federal and state laws; (C) to the extent not prohibited by law, UM Company will indemnify, defend and hold Sponsor harmless from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (including reasonable attorney’s fees, costs and expenses), arising out of, resulting from, or related to any act, omission or default by the IROs in their performance of the external reviews; and (D) Sponsor has third party beneficiary rights to enforce the preceding indemnification and hold harmless provision.

(f) Call Center. ESI will provide Members with a dedicated toll-free telephone line with Interactive Voice Response (“IVR”) and live caller support through a Member service team (including Patient Care Advocates and supervisors) available twenty-four (24) hours a day, seven (7) days a week, and 365 days a year. ESI shall also provide telephonic emergency pharmacist services twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

(i) Sponsor reserves the right to review the training documents utilized by patient care representatives for calls with Members prior to the implementation/effective date.

(ii) The Patient Care Advocates will be knowledgeable of Sponsor’s specific pharmacy benefit programs to respond to Member questions.

(iii) Patient Care Advocates and provider service representatives will have access to a pharmacist in the event a call requires the attention of a clinician.

(iv) ESI will record 100% of all Member calls and upon Sponsor’s request hold call calibration meetings, where Sponsor can listen to selected Member calls and provide feedback. ESI will retain recordings of Member calls for 12 months.

(v) ESI will provide a telephone tracking system for Sponsor's specific member/provider telephone inquiries and will provide monthly reports of call volume, first call resolution rates, average wait times and abandonment rates.

(vi) ESI shall add additional staff during Sponsor's open enrollment to answer calls from prospective Members.

(vii) ESI will provide all Patient Care and provider service staff with training on Sponsor's program at least ten (10) days prior to opening telephone lines and thirty (30) days before launch date, respectively. This training will recur as needed for newly assigned staff and/or in the event Sponsor modifies its benefits. ESI will provide training materials to Sponsor for review and approval prior to execution of training.

2.4 Clinical Programs, Formulary Support and Rebate Management.

(a) Formulary Adherence and Clinical Programs. Upon Sponsor request, ESI may provide clinical, safety, adherence, and other like programs as appropriate. Exhibit B-2 sets forth certain available adherence, clinical, safety and/or trend programs that require additional fees hereunder. ESI will not implement any program for which Sponsor may incur an additional fee without Sponsor's prior written approval and election of such program. For newly introduced programs after the effective date not listed in Exhibit B-2, Aon Hewitt must approve such programs and fees in advance. If approved, the new service shall be documented in an exhibit describing the program, its application and all associated fees and costs.

(b) Rebate Program. ESI accepts full responsibility for negotiating and maintaining all Rebate contracts with pharmaceutical manufacturers and submitting the appropriate files for Rebate collections, including but not limited to follow up with manufacturers with the intent to facilitate the timely collection of Rebates such that ESI will receive close to 100% of the Rebates earned by AHRC Sponsors within 150 days of the close of each contract year. Subject to the remaining terms of this Agreement, ESI will pay to Sponsor the amounts set forth on Exhibit B.

(c) ESI is solely responsible for maintaining its National Preferred Formulary and Basic Formulary, if applicable, and determining which products are preferred and non-preferred, at no additional cost to Sponsor.

(a) For those AHRC Sponsors adopting the National Preferred Formulary. ESI will provide written notice to Sponsor at least one hundred and fifty (150) days in advance and to Members sixty (60) days in advance of any formulary changes that remove a drug that is currently on the formulary, with the exception of changes due to safety and FDA driven issues, for which notification must be provided to Sponsor and its Members within five (5) business days. Unless required by law, ESI will limit Formulary Exclusions to once per year. For the avoidance of doubt, blocking the addition of a new drug that comes to market from being placed on the Formulary shall not be deemed the same as removing or excluding a drug from the Formulary.

(e) ESI shall provide Sponsor with a Sponsor-specific analysis identifying the financial impact (i.e. ingredient cost before and after Rebates) and Member impact of the additional Formulary Exclusions on a drug by drug basis and in total at least one hundred and twenty (120) days in advance of any changes that removes a drug from the Formulary, unless the Formulary Exclusions are due to safety and FDA driven issues in which case ESI shall provide Sponsor with the Sponsor-specific analysis as soon as reasonably practical. If earned rebates for products remaining on the Formulary increase as a result of the additional Formulary Exclusions, ESI's analysis will identify the financial impact (i.e. ingredient cost before and after Rebates) of these improvements on a drug by

drug basis. Further there will be no arbitrary or book of business adjustment applied to Sponsor's guaranteed Rebates.

2.5 Program Operations.

(a) Reporting. ESI will make available to Sponsor and Aon Hewitt ESI's on-line standard management information reporting applications so that authorized users, including Aon Hewitt, can view reports within a day of user access. Upon Sponsor's request, ESI may develop special reporting packages or perform custom programming at ESI's standard hourly rate for such services, as set forth in Exhibit B. ESI will provide reporting to validate compliance with each and every financial guarantee in Exhibit B at no additional charge to Sponsor. Reporting will include separate Rebate reports showing prescription counts in management reports by dispensing channel and drug type. ESI will provide reporting to Sponsor and Aon Hewitt for the purposes of monitoring and reconciling financial and performance guarantees according to the timing set forth in Exhibit B and at no additional charge to Sponsor. Sampling techniques and report formats will be defined and mutually agreed upon by Aon Hewitt and ESI. ESI's reporting will include quarterly electronic summary reports of claims activity and an annual report analyzing Sponsor's year over year prescription drug trend, delivered to Sponsor within 15 business days from the end of the reporting period.

(b) Claims Data.

(i) Claims Data Retention. ESI will retain Sponsor's claims data for a total of ten (10) years from the date the prescription is filled. Thereafter ESI will dispose of such data in accordance with its standard policies and practices and applicable state and federal law. Disposition of PHI shall be in accordance with the Business Associate Agreement.

(ii) Claims Data to Vendors. Upon Sponsor's written request and at no additional charge, ESI will provide periodic electronic Prescription Claims data in an agreed upon format to Sponsor's vendors ("Vendors") for disease management, flexible savings account and other "payment," "treatment" and "healthcare operations" purposes (as defined under HIPAA). Each data feed can be unique in nature and range from real time to quarterly transmission intervals. Requests for retrieval of data beyond thirty (30) months are subject to the hourly custom programming charge set forth in Exhibit B-2.

(iii) De-Identified Claims Data. ESI or its affiliates may use and disclose both during and after the term of this Agreement the anonymized claims data (de-identified in accordance with HIPAA) including drug and related medical data collected by ESI or provided to ESI by Sponsor for research; provider profiling; benchmarking, drug trend, and cost and other internal analyses and comparisons; clinical, safety and/or trend programs; ASES; or other business purposes of ESI or its affiliates, in all cases subject to applicable law.

(c) Sponsor Audits General. Sponsor reserves the right to conduct audits as described below and in accordance with the terms of this Agreement including the Audit Protocol as set forth in Exhibit C. This shall include the right at Sponsor's request for Aon Hewitt to conduct audits as specified herein.

(i) Sponsor retains the right to audit such information as reasonably required to determine that ESI is complying with this Agreement, which includes but may not be limited to: 100% of pharmacy claims data, with all National Council for Prescription Drug Programs ("NCPDP") fields from the most current version and release; data management; participating pharmacy contracts with PBM (applies to Pass-Through Pricing and EGWP); pharmaceutical manufacturer agreements; approved and denied utilization management reviews; clinical

program outcomes; appeals; and information related to the reporting and measurement of performance guarantees.

(ii) Sponsor retains the right to audit at no additional charge, including no direct pass-through of any data retrieval fees, not to exceed twenty-four (24) months immediately preceding the request to audit. If additional data beyond twenty-four (24) months immediately preceding the request for audit, additional fees may apply pursuant to Exhibit C.

(iii) Sponsor retains the right to perform additional audits of similar scope at no additional charge during the contract year if requested as a follow-up to ensure significant/material errors found in any prior audit have been corrected and are not recurring, or if additional information becomes available to warrant further investigation.

(iv) Sponsor retains the right to audit more than once per contract year, for an additional fee, if the audits are different in scope or for different services.

(v) Any third party auditor engaged by Aon Hewitt or Sponsor shall execute a confidentiality agreement in a form mutually agreed upon prior to conducting any audit ensuring that all information reviewed during such audit and all details will be treated as confidential and will not be revealed in any manner or form by or to any third party.

(vi) Any adjustments, payments and/or reimbursements determined to be necessary as a result of any examination or audit shall be paid by the appropriate party within thirty (30) after the impact assessment is produced and both parties are in agreement with the amounts and findings.

(vii) ESI agrees to provide reasonable cooperation with requests for information, which includes but is not limited to the timing of the audit, deliverables, data/information requests and response time to auditor questions before and after the process.

(d) Claim Audits.

(i) Upon Sponsor's written authorization, ESI will provide de-identified claims data in a file layout acceptable to Aon Hewitt or Sponsor's auditor to perform a claims audit.

(ii) Aon Hewitt or Sponsor, or a mutually acceptable independent third party retained by Aon Hewitt or Sponsor, may conduct a claims audit annually and such audits shall not exceed twenty-four (24) months immediately preceding the request to audit.

(e) Rebate Audits. Aon Hewitt and Sponsor, through a mutually agreeable independent third party in accordance with Exhibit C, reserve the right to conduct an annual Rebate audit for the prior two (2) contract years. Such audit shall be limited to a review of up to ten (10) pharmaceutical company contracts directly related to Sponsor's Rebates as selected by Aon Hewitt or Sponsor or the third party auditor. Such review of pharmaceutical company contracts may include formulary and Rebate provisions and shall be limited to information necessary for validating the accuracy of the Rebate amounts remitted to Sponsor by ESI.

(f) Platform Migration Audit. If ESI requires Sponsor to change claim platforms, ESI will allow Aon Hewitt to conduct a pre-migration readiness assessment and claim audit in order to test that the set up and benefits will be processed correctly. ESI will fund the cost of the migration audit.

(g) Performance Standards. ESI will conform to the performance standards set forth on Exhibit D herein. The payments set forth in Exhibit D will be Sponsor's sole monetary remedy for any

failure by ESI to meet a performance standard. Notwithstanding the foregoing, ESI agrees to correct or reimburse Sponsor for any payment of billing errors or other breach of this Agreement.

2.6 Pharmacy Management Funds ("PMF").

(a) ESI will provide Sponsor up to \$17.50 per Member as of the Effective Date, to reimburse the actual, fair market value of: (i) expense items and services, whether provided by ESI, Sponsor, or a third party, related to implementing and administering the pharmacy benefit, such as, ID Cards, IT programming, formulary letters, member communications, and benefit set-up quality assurance; including implementation audits related to the implementation of plan and benefit designs throughout the Term and audits pursuant to the terms of Section 2.5 of this Agreement and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Examples of transition and implementation expenses include but are not limited to costs of customized member I.D. cards, postage expense for direct mail of I.D. cards and other communication materials to Members, special programming required by Sponsor's prior prescription benefit manager to provide data to ESI, and Aon Hewitt consulting assistance related to implementation. Identification of the implementation costs shall occur no later than six (6) months after the Effective Date of the Agreement. ESI represents that both Sponsor and ESI (upon advance written agreement from Sponsor) may use the PMF to cover the fair market value of expenses for projects requiring joint resources. For such projects requiring joint resources, ESI represents and warrants it will only request and use PMF as reimbursement for its actual expenses incurred. The parties agree that ESI will pay Aon Hewitt directly for the amounts reimbursable under the PMF, upon email or other written approval from Sponsor.

(b) Implementation Audit. ESI shall provide Sponsor with the one-time implementation audit credit of \$30,000 for Aon Hewitt to conduct an implementation audit. This implementation audit credit will be paid to Sponsor as a credit or to Aon Hewitt upon Sponsor's direction. Identification of the expenses attributable to this credit shall be mutually agreed upon. Sponsor or Aon Hewitt shall provide ESI with documentation of expenses actually incurred in the form of an invoice, an account statement, or other detailed documentation. Expenses applied to this credit will not exceed the fair market value of such expenses. The parties agree that ESI will pay Aon Hewitt directly for the Implementation Audit, upon email or other written approval from Sponsor.

(c) Sponsor agrees that: (i) it will only request reimbursement under the PMF for its actual expenses incurred in transitioning, administering, and implementing the pharmacy benefit managed by ESI hereunder, and/or the additional clinical or other similar programs provided by ESI throughout the Term; (ii) that the applicable service, item or program was actually performed or provided; (iii) the amount of the reimbursement is equal to or less than the reasonable fair market value of the actual expenses incurred by Sponsor; (iv) it will notify and disclose the amount and the terms of any PMF reimbursements to Members and other third parties to the extent required by applicable laws and regulations. In addition, if the Sponsor and the Plan are subject to ERISA, Sponsor represents and warrants that it will only request reimbursement under the PMF for items or services for which Sponsor, in the absence of the PMF, would be allowed reimbursement from the Plan (i.e., not "settlor functions").

(d) Sponsor shall comply with all applicable federal and state requirements, including, but not limited to, all applicable federal and state reporting requirements with respect to any expense, item or service reimbursed under this Section 2.6. ESI reserves the right to audit once per year (unless otherwise necessary for good cause) the documentation of expenditures of Sponsor on-site, during normal business hours and after giving reasonable advance notice, for the purposes of verifying Sponsor's compliance with the PMF requirements set forth in this Agreement.

(e) ESI intends to amortize the PMF over the Initial Term of the Agreement on a straight-line basis. In the event of a termination of this Agreement for any reason other than ESI's or its affiliates uncured material breach prior to the expiration of the Initial Term, Sponsor will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Sponsor pursuant to this Section will not be in lieu of any other rights or remedies ESI may have in connection with the termination of this Agreement, including monetary or other damages. PMF reimbursements shall not be paid prior to the Effective Date of this Agreement. Sponsor will have no right to interest on, or the time value of, any PMF, and unused funds shall be retained by ESI after termination.

2.7 Account Management.

(a) As part of ESI's account management, ESI will provide Sponsor with adequate staffing to service Sponsor and a designated, experienced account management team ("Account Team"), including:

(i) a daily, operational account manager and named backup.

(ii) an account executive and named backup.

(iii) an eligibility specialist, as required.

(iv) a financial analyst dedicated to conducting quarterly business reviews of plan performance and strategic trend analysis. Upon Sponsor's request, this person will provide ad hoc financial reports. The financial analyst shall also focus on methods to manage costs, interpret trends in the plans and marketplace.

(v) a clinical manager/licensed pharmacist to support pharmacy program policies, plan design, and clinical management programs.

(vi) a communications specialist to customize standard member communications and developing custom member communications that reflect each Sponsor's preferred style.

(b) ESI will allow Sponsor to interview and approve any proposed replacements to the account team.

(c) Additionally, ESI will:

(i) Coordinate with Sponsor for management of the SPD, SMM and SBC. This includes, but is not limited to, reviewing changes to the SPD, SMM and SBC, ensuring that ESI administers the plan as reflected in the SPD and communicating any plan/clinical program changes to Sponsor for inclusion in the SPD, SMM and SBC.

(ii) Support annual Member meetings and benefit fairs as required by Sponsor. This may include sending PBM staff and/or materials to meetings and benefit fairs, as reasonably determined by Sponsor.

(iii) Provide clinical and plan consulting, analysis and cost projections.

(iv) Provide annual and quarterly analysis of program utilization and impact of plan design changes and managed care interventions.

(v) Cooperate with Aon Hewitt in the evaluation of current programs and the development, analysis, implementation, and support of new programs.

(vi) Provide a senior account management person to work directly with Sponsor and Aon Hewitt on coalition related matters. This person shall be responsible for communicating with Sponsors and Aon Hewitt, and coordinating the activities of Sponsor account managers and the clinical account manager.

(vii) Provide financial and performance guarantee reconciliations to Aon Hewitt and Sponsor according to the timing as set forth in Exhibit B and Exhibit D.

(viii) Create a service recovery plan to address ongoing service issues that will be reviewed and approved by Sponsor and shared with Aon Hewitt.

2.8 ID Cards.

(a) Upon Sponsor's request, ESI will produce and send prescription drug ID cards for receipt by members on or before December 15 of each contract year at no additional cost.

(b) ESI will produce and send prescription drug ID cards for distribution to new Members at no additional cost.

(c) If new ID cards are required as a result of ESI's error or ESI-initiated changes, ESI will maintain the responsibility to reproduce ID cards at no additional cost (including priority shipping).

2.9 Implementation Support (New Sponsors Only).

(a) ESI will provide a designated implementation team that will include an implementation manager if Sponsor is new to ESI or if Sponsor is not new to ESI but ESI determines that it is required due to the complexity of the implementation, and the account manager or account executive. Implementation team members will provide assistance during the transition/implementation process and participate in regularly scheduled status meetings (at least weekly) with Sponsor for up to four (4) weeks or for a length of time as mutually agreed upon after the effective date.

(b) ESI will maintain an implementation project plan and issue log documenting all implementation issues, actions, due dates and responsible parties. Implementations will be supported year round as required by Sponsor.

(c) ESI agrees to accept and load all open mail order and specialty pharmacy refills, prior authorization histories and up to twelve (12) months of historical claims data at no additional cost to Sponsor during the implementation process.

(d) ESI will offer alternative approaches to minimize the need for Members to request new prescriptions during transition.

ARTICLE III - FEES; BILLING AND PAYMENT

3.1 Fees. In consideration of the PBM Services provided by ESI, Sponsor will pay the applicable claims reimbursement amounts ("Claims Reimbursements") and other administrative fees ("Administrative Fees") pursuant to the terms set forth on Exhibit B ("Claims Reimbursements," "Administrative Fees" and any other charge or fee that is the responsibility of Sponsor as may be described elsewhere in this Agreement are hereinafter referred to collectively as "Fees").

3.2 Billing and Payment.

(a) Billing. ESI will invoice Sponsor: (i) bi-weekly for Claims Reimbursements; and (ii) on a monthly basis for the Administrative Fees. Invoices will reflect the services performed during the invoice period and will include Prescription Drug Claims information to support the invoiced amounts at no additional charge to Sponsor.

(b) Payment. Sponsor will pay ESI amounts due for Claim invoices by wire, ACH transfer or pre-authorized debit within two (2) days from the date of Sponsor's receipt of each ESI Claim invoice. Sponsor will pay ESI amounts due for administrative invoices by wire, ACH transfer or pre-authorized debit within fifteen (15) days of the invoice date. For Claims invoices, in the event that Sponsor disputes any item on a Claims invoice, Sponsor shall pay the full amount invoiced and shall notify ESI of the disputed amount in writing within thirty (30) days of the date of the invoice. ESI and Sponsor will work together in good faith to resolve any dispute as soon as reasonable practicable. If the parties are unable to resolve the matter within thirty (30) days, Sponsor may withhold the disputed amount on the next invoice cycle and/or until the dispute is resolved.

For administrative fee invoices, Sponsor shall pay ESI all invoiced amounts except for those amounts that are disputed in good faith, provided ESI is notified of the dispute and Sponsor has provided a detailed description justifying the dispute. ESI and Sponsor agree to actively work to resolve any dispute as outlined herein. Sponsor must notify ESI of Sponsor's objection no later than 60 days after the administrative fee invoice date stating the disputed charges. If Sponsor and ESI mutually agree on overpayment, ESI will reimburse Sponsor within fifteen (15) days. If Sponsor fails to object within the 60-day period, Sponsor will be deemed to have acknowledged that the invoiced amounts comply with pharmacy benefit plan intent, including Claim payments.

Other than as stated in Section 3.2, Sponsor shall have no right to offset disputed amounts or amounts due or allegedly due from ESI from such payment, except as previously approved in writing by ESI.

(c) Late Payment by Sponsor. Failure by Sponsor to make any payments in accordance with the terms of this Agreement will constitute a payment default. If Sponsor fails to cure any such payment default within five (5) days, in addition to other available remedies, ESI may cease performing any or all of its obligations under, or may terminate, this Agreement upon notice to Sponsor. After the five (5) day grace period, there will be a late payment fee of one percent (1%) per month (or, if less, the highest rate allowed by law) from the due date until paid in full by Sponsor. Sponsor will reimburse ESI for all collection costs incurred by ESI (unless ESI is unsuccessful in a lawsuit or other collection attempt) as a result of any payment default by Sponsor under this Agreement. In addition to any rights under Section 3.2, ESI may, upon notice to Sponsor and the provision of reasonable documentation showing the application of Rebate amounts, apply the Rebate amounts otherwise owed to Sponsor against any unpaid Fees.

(d) Late Payment by ESI. ESI shall pay Sponsor interest at nine percent (9%) per year accruing after the due date until payment is received for all payments due to Sponsor that are not paid in accordance with Exhibit B of the Master Agreement.

(e) Deposit. If, at any time: (i) Sponsor has two or more invoices past due and outstanding, or (ii) ESI has reasonable grounds to believe Sponsor may be delinquent in payment of fees based on Sponsor's financial data (e.g., persistent negative cash flow, bankruptcy or insolvency), ESI may require that the Sponsor provide to ESI a mutually agreed upon letter of credit or a deposit in an amount equal to the average of the last three (3) months of billing history as the basis for determining the one (1) month deposit amount or, if three (3) months billing history is not available, the most recent month of billing history as the basis. ESI will retain the deposit until the earlier of

termination of this Agreement (following any run-off period), or six (6) consecutive months of timely payments of all Fees following submission of the deposit, and may apply the deposit to delinquent fees until return of the deposit.

(f) ESI will submit itemized invoices to Sponsor that reflect the PBM Services performed during the invoice period and include claims information to support the invoiced amounts at no charge. Any sales, use or other tax or assessment, including any surcharge or similar fee imposed under any applicable law on any health care provider, Member, service, supply or product provided under this Agreement, will be the sole responsibility of Sponsor and may be added to the invoice and appropriately documented, unless (i) Sponsor is exempt from a certain tax or assessment and (ii) Sponsor has provided sufficient evidence of such exemption in a timely manner to ESI pursuant to Section 7.9 of this Agreement.

3.3 Aon Hewitt Enrollment and Consulting Fees. ESI will facilitate the payment of AHRC enrollment fees by each Sponsor to Aon Hewitt for both commercial and EGWP lines of business. Except as otherwise agreed in writing, ESI shall remit to Aon Hewitt via ACH transfer, within twenty-five (25) days after the close of the month, AHRC Enrollment Fees of \$0.92, \$0.94, and \$0.96 PMPM in 2017, 2018, and 2019, respectively, for each Sponsor along with a statement showing the amounts attributable to each Sponsor and the number of Commercial Members and EGWP enrollees used to determine the amounts (collectively, the "Enrollment Fees"). Annually, ESI will calculate the actual PMPM amount based on the total number of Commercial and EGWP (if applicable) Members as of January 1 or if Sponsor is new and joins after January 1, the Effective Date. However, if Sponsor's enrollment changes significantly during a given calendar year, ESI and Aon Hewitt may agree to update the total number of Commercial and EGWP (if applicable) Members based on the then-more-recent enrollment data.

The minimum annual AHRC Enrollment Fee payable by Sponsor under this Agreement is \$10,000; the maximum annual AHRC Enrollment Fee payable for a Sponsor under this Agreement is \$250,000. On a monthly basis, the minimum AHRC Enrollment Fee for each Sponsor will be the greater of the actual PMPM Fee or \$833.33, and the maximum AHRC Enrollment Fee for each Sponsor will be the lesser of the actual PMPM Fee or \$20,833.33. If ESI or Aon Hewitt discovers that any Sponsor has been overcharged, ESI will immediately notify Aon Hewitt and will credit the overcharge back to Sponsor within 30 days of discovery.

Additionally, ESI agrees to facilitate the Enrollment Fee and if applicable, a consulting fee subject to the following:

- (i) Sponsor has executed a Sponsor Agreement (or provided an email acknowledgment containing the language agreed upon by the Parties that is substantially similar to Section 3.3 in the Sponsor Agreement) and Sponsor is current in its payment obligations to ESI.
- (ii) Sponsor hereby confirms that the Coalition Enrollment Fees and any fees described in this Section 3.3, are fair and reasonable, commensurate with other enrollment fees in the industry and not in violation of any law or regulation;
- (iii) At the request and direction of Aon Hewitt and Sponsor, ESI shall invoice and collect a PMPM fee, the amount of which will be indicated in the applicable Sponsor Agreement, for additional Aon Hewitt consulting services and remit such amount monthly to Aon Hewitt via ACH transfer by no later than twenty-five (25) days from the end of each month. If Sponsor elects this service, the amount of the PMPM fee shall be agreed upon with Aon Hewitt and disclosed to ESI in writing. Annually, ESI will calculate the actual PMPM consulting fee based on the total number of Commercial and EGWP (if applicable) Members as of January 1 or if Sponsor is new and joins after January 1, the Effective Date. However, if Sponsor's enrollment changes

significantly during a given calendar year, ESI and Aon Hewitt may agree to update the total number of Commercial and EGWP (if applicable) Members based on the then-more-recent enrollment data. Aon Hewitt shall make all disclosures to Sponsor and/or its plan that are required by law, if any.

- (iv) Sponsor shall hold ESI harmless with respect to any dispute between Sponsor and Aon Hewitt regarding the Enrollment and Consulting Fee or any fees described in this Section 3.3, if ESI has paid such fees in accordance with the terms above.

ARTICLE IV – HIPAA; CONFIDENTIAL INFORMATION

4.1 HIPAA. The parties represent that as relates to use and disclosure of PHI, electronic transaction standards and security of electronic PHI under the Health Insurance Portability and Accountability Act of 1996, as amended, they are subject to the terms of the Business Associate Agreement set forth in Attachment 2. Notwithstanding the foregoing, the parties acknowledge that in providing services to Members, ESI Specialty Pharmacy and the Mail Service Pharmacy are acting as separate health care provider covered entities under HIPAA and not as business associates to the Plan covered by the Business Associate Agreement. In providing services, ESI Specialty Pharmacy and the Mail Services Pharmacy shall abide by all HIPAA requirements applicable to covered entities and shall safeguard, use and disclose Member PHI accordingly.

4.2 Confidential and Proprietary Information.

(a) Each party agrees that information of the other party, including, but not limited to the following, will constitute confidential and proprietary information (“Confidential Information”): (i) with respect to ESI: ESI’s reporting and other web-based applications, eligibility and adjudication systems, system formats and databanks (collectively, “ESI’s Systems”), clinical or formulary management operations or programs, fraud, waste and abuse tools and programs, anonymized claims data (de-identified in accordance with HIPAA); ESI Specialty Pharmacy and Mail Service Pharmacy data; information and contracts relating to Rebates and Manufacturer Administrative Fees, prescription drug evaluation criteria, drug pricing information, and Participating Pharmacy agreements; and (ii) with respect to Sponsor: Participating Pharmacy, Sponsor and Member identifiable health information and data, Eligibility Files, Set-Up Form information, business operations and strategies and other information deemed confidential by Sponsor. Neither party will use the other’s Confidential Information, or disclose it or this Agreement to any third party (other than Sponsor attorneys and accountants), at any time during or after termination of this Agreement, except as specifically contemplated by this Agreement or upon prior written consent, which will not unreasonably be withheld. Upon termination of this Agreement, each party will cease using the other’s Confidential Information, and all such information will be returned or destroyed upon the owner’s direction. Confidential Information does not include information which is or becomes generally available to the public under circumstances not involving a breach of this Agreement; was within the recipient's possession or knowledge prior to its being furnished to the recipient pursuant to this Agreement, or is independently developed by the recipient under circumstances not involving a breach of this Agreement.

This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. ESI acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. In the event Sponsor receives a public records request, under state or federal law, for ESI information, and ESI has marked such information as confidential and/or trade secret, and Sponsor declines to produce the information in response to the public records request at the direction of ESI, ESI shall fully indemnify and hold Sponsor and its officers and employees harmless for any violation of the public records laws, including, but not limited to defending Sponsor

and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Sponsor, and payment of any and all costs, damages, judgments, or losses, including attorney's fees and court costs, incurred by or imposed upon Sponsor arising out of the challenge of the public records request.

(b) Except as explicitly set forth herein, Sponsor will not, and will not permit any third party acting on Sponsor's behalf to, access, attempt to access, test or audit ESI's Systems or any other system or network connected to ESI's Systems. Without limiting the foregoing, Sponsor will not: access or attempt to access any portion or feature of ESI's Systems, by circumventing ESI's Systems access control measures, either by hacking, password "mining" or any other means; or probe, scan, audit or test the vulnerability of ESI's Systems, nor breach the security or authentication measures of ESI's Systems.

(c) The receiving entity may disclose Confidential Information of the disclosing party if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that the receiving entity has given prior written notice of such requirement to the disclosing entity. Reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing entity to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the receiving entity will reasonably cooperate in such efforts. The receiving party agrees to cooperate with the disclosing party in any action by the disclosing party to obtain a protective order or other appropriate remedy. If the receiving party is ultimately legally compelled to disclose such Confidential Information, the receiving party shall disclose the minimum required pursuant to the court order or other legal compulsion

ARTICLE V - COMPLIANCE WITH LAW; FIDUCIARY ACKNOWLEDGEMENTS; FINANCIAL DISCLOSURE

5.1 Compliance with Law; Change in Law.

(a) Compliance with Law. Each party warrants that it is in compliance with all laws and regulations and that it complies with all such laws and regulations applicable to its obligations under this Agreement including maintaining any necessary licenses and permits. **It is understood that each party is responsible for obtaining its own legal advice concerning compliance with applicable laws.** Sponsor shall be responsible for any governmental or regulatory charges and taxes imposed upon or related to the services provided hereunder excluding those associated to the net income of ESI. With respect to any Plan that is subject to the provisions of ERISA, the Sponsor or the plan sponsor shall ensure that its activities in regard to such program are in compliance with ERISA, and shall be responsible for disclosing to Members any and all information relating to the Plan and this Agreement as required by law to be disclosed, including any information relating to Plan coverage and eligibility requirements, commissions, rebates, discounts, or provider discounts referred to in Section 5.3 hereof.

(b) Change In Law. If there is a new or change in federal or state laws or regulations or the interpretation thereof, or any government, judicial or legal action that, among other things, materially burdens ESI, requires ESI to increase payments or shorten payment times for Covered Drugs to Participating Pharmacies, or materially changes the scope of services hereunder (a "Change in Law"), then there shall be an appropriate modification of the services, reimbursement rates, Administrative Fees and/or Rebates hereunder. If the parties cannot agree on a modification or adjusted fee or rates, then either party may terminate the Agreement on thirty (30) days prior written notice to the other.

5.2 Fiduciary Acknowledgements.

(a) ESI offers pharmacy benefit management services, products and programs (“PBM Products”) for consideration by all clients, including Sponsor. The general parameters of the PBM Products, and the systems that support these products, have been developed by ESI as part of ESI’s administration of its business as a PBM. The parties agree that they have negotiated the financial terms of this Agreement in an arm’s-length fashion. Sponsor acknowledges and agrees that, except for the limited purpose set forth in Section 2.3(c), neither it nor the Plan intends for ESI to be a fiduciary (as defined under ERISA or state law) of the Plan, and, except for the limited purpose as set forth in Section 2.3(c), neither will name ESI or any of ESI’s wholly-owned subsidiaries or affiliates as a “plan fiduciary.” Sponsor further acknowledges and agrees that neither ESI nor any of ESI’s wholly-owned subsidiaries or affiliates: (a) have any discretionary authority or control respecting management of the Plan’s prescription benefit program, except as set forth in Section 2.3(c), or (b) exercise any authority or control respecting management or disposition of the assets of the Plan or Sponsor. Sponsor further acknowledges that all such discretionary authority and control with respect to the management of the Plan and plan assets is retained by Sponsor or the Plan. ESI represents that it will not enter into Sponsor Agreements with any Sponsor organized or incorporated in a state or U.S. jurisdiction that adopts a law or rule requiring a PBM to be a fiduciary and/or force the PBM to surrender any revenue otherwise inuring to ESI under a Sponsor Agreement in connection with the provision of any or all PBM Services. Should a federal or state law be adopted that would require ESI to be a fiduciary to perform any or all of the PBM Services and such law does not grandfather existing agreements, ESI shall have the right, with 120 days prior written notice to Aon Hewitt and Sponsor, to terminate any Sponsor Agreement in whole that would be subject to such law or rule. Such notice shall include the grounds for termination.

(b) Aon Hewitt organizes and manages the AHRC, and Sponsor acknowledges that neither it nor the Plan intends for Aon Hewitt to be a fiduciary (as defined under ERISA or state law) of the Plan. Sponsor further acknowledges and agrees that neither Aon Hewitt nor any of Aon Hewitt’s wholly-owned subsidiaries or affiliates: (a) have any discretionary authority or control respecting management of the Plan’s prescription benefit program or (b) exercise any authority or control respecting management or disposition of the assets of the Plan or Sponsor. Sponsor further acknowledges that all such discretionary authority and control with respect to the management of the Plan and plan assets is retained by Sponsor or the Plan.

5.3 Disclosure of Certain Financial Matters. In addition to the Administrative Fees paid to ESI by Sponsor, ESI and ESI’s wholly-owned subsidiaries or affiliates derive revenue in one or more of the ways as further described in the Financial Disclosure to ESI PBM Clients set forth in Attachment 1 to Sponsor Agreement hereto (“Financial Disclosure”), as updated by ESI from time to time. In the event of a conflict between the terms of Attachment 1 and the terms in this Agreement between ESI and Sponsor, the terms in this Agreement shall prevail. To the extent ESI updates or modifies Attachment 1 and the financial disclosures contained therein to reflect changes in its business processes, ESI shall notify Aon Hewitt and Sponsor no less than quarterly (provided that for the sake of clarity, to the extent that any updates conflict with the terms of this Agreement (other than Attachment 1) the terms in this Agreement shall prevail).

5.4 Compliance with the Patient Protection and Affordable Care Act (PPACA). Sponsor shall notify ESI if the Plan is not, or ceases to be, part of a “grandfathered health plan” within the meaning of PPACA §1251. For any Plan that is not part of a “grandfathered health plan,” ESI shall ensure that Covered Drugs include all medicines and drugs that would be considered “preventive health services” within the meaning of PPACA §2713 (and its implementing regulations and other guidance) and that the Plan offers those medicines and drugs without imposing any co-payments, co-insurance, deductibles, or other cost-sharing requirements, when delivered by in-network providers.

ARTICLE VI - TERM AND TERMINATION; DEFAULT AND REMEDIES

6.1 Term.

(a) This Agreement will commence effective as of October 1, 2017 ("Effective Date"), and will continue for a period of three (3) years or a time period coinciding to that of the Master Agreement, whichever is less ("Initial Term"), and may be terminated earlier or extended in accordance with the terms of Section 6.2 below. This means that Sponsors joining in year 1 will have a 3-year Sponsor Agreement, while Sponsors joining in years 2 and 3 will have a 2-year and 1-year Sponsor Agreement, respectively. ESI agrees to provide a renewal proposal at least 180 days prior to the contract expiration date.

(b) At least 90 days prior to the expiration of the Term, ESI shall, in consultation with Aon Hewitt, communicate to Sponsor the value of any applicable changes in pricing that would go into effect for such Sponsor upon its renewal. A Sponsor that elects by written agreement to renew for the entire renewal Term shall be entitled to receive all applicable terms and conditions, including pricing for such Term. If a Sponsor elects in writing to extend its Term for one additional year or if a Sponsor fails to provide a written election to renew at least 90 days before the end of the Term, then, in each case, the Sponsor Agreement of such Sponsor shall be extended for one additional year at the prior year's pricing terms for such Sponsor.

(c) Not less than ninety (90) days prior to the end of the Initial Term or any Renewal Term of this Agreement either party may notify the other party in writing that it desires to terminate this Agreement effective as of the end of the then current term.

6.2 Termination.

(a) Breach or Default. Sponsor may give ESI notice of a material, substantial, and continuing breach of this Agreement at any time. If ESI has not cured said breach within thirty (30) days from the date such notice was sent, this Agreement may be terminated at the option of Sponsor. If the amount of time commercially reasonable for the breach to be cured is longer than thirty (30) days, this Agreement may not be terminated by Sponsor pursuant to this provision until such commercially reasonable period of time has elapsed; provided, however, that in no event shall such period exceed sixty (60) days. Without limiting the foregoing, the following shall be deemed a material breach of this Agreement:

(i) Either party's fraud or intentional, willful or criminal misconduct in connection with its performance of this Agreement; and

(ii) The insolvency of a party, the general failure of a party to pay its debts as they become due, the entrance of a party into receivership or any arrangement or composition with creditors generally, the filing of a voluntary or involuntary petition or other action or proceeding for bankruptcy or reorganization or dissolution or winding-up of a party, a general assignment for the benefit of creditors of a party, or a seizure or a sale of a material part of a party's property by or for the benefit of any creditor or governmental agency.

(iii) Continuing unresolved material service issues.

(iv) Failure to facilitate the payment to Aon Hewitt of collected Enrollment Fees or Consulting Fees.

(b) Non-Payment. Notwithstanding anything to the contrary herein, ESI (and its wholly-owned subsidiaries) may terminate or suspend the performance hereunder and cease providing or authorizing provision of Covered Drugs to Members upon forty-eight (48) hours written notice if Sponsor fails to pay undisputed amounts due ESI or provide a mutually agreed upon letter of credit or

a deposit, if required, as regards said undisputed amounts due in accordance with the terms of this Agreement. ESI shall attempt collection through written and verbal communications with Sponsor prior to sending the notice described herein.

(c) In the event of a termination of the Master Agreement for breach as described in Section 5.2 of the Master Agreement, or as a result of the expiration of the term in Section 5.1 of the Master Agreement, this Agreement shall automatically terminate without any early termination charge. Upon termination of the Master Agreement for any other reason, Sponsor may elect to continue or terminate this Agreement at its discretion. However, if Sponsor elects to continue its relationship with ESI, Sponsor shall be required to enter into a new agreement with ESI with different terms and conditions.

(d) Other than as set forth in Section 6.2(b), ESI may only terminate its contract with Sponsor for cause upon one hundred and eighty (180) days written notice to Aon Hewitt and Sponsor.

(e) Upon ninety (90) days prior written notice to ESI, Sponsor may terminate its Sponsor Agreement with no penalty if it: (i) terminates the benefit Plan and does not adopt an alternative benefit Plan or prescription drug program defined by the Plan; (ii) decides to move Members to the Aon Active Health Exchange on a fully insured basis; or (iii) decides to move to the Aon Retiree Health Exchange.

(f) Obligations Upon Termination. Upon notice of termination of this Agreement, the parties will mutually develop a run-off plan providing for: (i) Sponsor notification to Members of the timing of any transition to a successor pharmacy benefit manager at least thirty (30) days prior to the effective date of such termination; (ii) ESI provision of all necessary documentation (i.e. plan set-up), up to twelve (12) months of historical claims data, prescription history, open mail service and specialty pharmacy refills, prior authorization histories, accumulators used in all plan options, and other data needed for the successful transition of the program to the successor pharmacy benefit manager using then existing industry protocol and within a mutually agreed upon reasonable timeframe and at no additional cost to AHRC Sponsors; and (iii) whether Sponsor elects for ESI to process Participating Pharmacy or Member Submitted Claims for prescriptions filled during the Term but filed with ESI after the effective date of termination ("Termination Date"). Sponsor will continue to pay ESI in accordance with this Agreement, including any Fees for PBM Services provided during the term and any run-off period. ESI will continue filing for Rebates for claims incurred prior to the Termination Date and will, subject to final reconciliation of any outstanding amounts owed by Sponsor to ESI, pay Sponsor Rebates for such claims in accordance with the Rebate payment schedule set out herein within thirty-six (36) months of the Termination Date in accordance with the Rebate payment schedule set out herein. If applicable, ESI shall provide required Medicare Part D RDS reconciliation support to AHRC Sponsors for up to two (2) years after termination at no additional cost. Notwithstanding anything in this Agreement to the contrary, ESI shall not be obligated to provide post-transition services following the transition to the successor pharmacy benefit manager and conclusion of the run-off period, including, but not limited to, the provision of continued data reporting, reporting, consultation, or analysis. Sponsor retains the right to audit up to twelve months after the termination of this Agreement, in accordance with the audit provisions of this Agreement.

6.3 Remedies.

(a) Remedies Not Exclusive. A party's right to terminate this Agreement under Article VI will not be exclusive of any other remedies available to the terminating party under this Agreement or otherwise, at law or in equity.

(b) Force Majeure. Neither party will lose any rights under this Agreement or be liable in any manner for any delay to perform its obligations under this Agreement that are beyond a party's

reasonable control, including, without limitation, any delay or failure due to riots, earthquakes, storms, floods or other extreme weather conditions, fires, acts of terrorism, epidemics, embargoes, war or other outbreak of hostilities. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described.

(c) Limitation of Liability. Except for the indemnification obligations set forth in Section 6.3(d), each party's liability to the other hereunder will in no event exceed the actual proximate losses or damages caused by breach of this Agreement. Except for ESI's liability for third party claims, in no event will either party or any of their respective affiliates, directors, employees or agents, be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence.

(d) Indemnification.

(i) In addition to any indemnification obligations set forth in the Business Associate Agreement, ESI will indemnify, hold harmless and defend Sponsor from and against any claims, liabilities, demands, damages losses, costs and expenses ("Losses") asserted, incurred in connection with or arising out of acts or omissions of ESI and its subsidiaries, affiliates, subcontractors, assignees, and their respective officers, directors, and employees in connection with the PBM Services and this Agreement and the Master Agreement or breach of ESI's obligations or warranties herein and in the Master Agreement as applicable to Sponsor, except to the extent such Losses are caused by the negligent acts or omissions or willful misconduct of Sponsor and its subsidiaries, affiliates, subcontractors, assignees, and their respective officers, directors, and employees including but not limited to (A) ESI's negligent acts or omissions or willful misconduct (including those of the Mail Service Pharmacy and ESI Specialty Pharmacy), or (B) ESI's breach of this Agreement.

(ii) If and to the extent allowed by Florida law, and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, Sponsor will indemnify and hold harmless and defend ESI from and against any Losses asserted in connection with or arising out of the acts or omissions of Sponsor and its subsidiaries, affiliates, subcontractors, assignees, and their respective officers, directors, and employees in connection with this Agreement, except to the extent such Losses are caused by the negligent acts or omissions or willful misconduct of ESI or its subsidiaries, affiliates, subcontractors, assignees, and their respective officers, directors, and employees.

(iii) The Parties shall promptly notify the other party of any claim subject to indemnification. No party will be obligated to indemnify the other with respect to any claim settled without the written consent of the other.

6.4 Survival. The parties' rights and obligations under the Sections 2.5, Articles III, IV and V; and Sections 6.2(f), 6.3, 6.4, 7.2, 7.3, 7.4 and 7.6 will survive the termination of this Agreement for any reason.

ARTICLE VII – MISCELLANEOUS

7.1 Liability Insurance. ESI will maintain such policies of general liability, professional liability and other insurance of the types, including self-insurance, and in amounts customarily carried by its respective businesses. Proof of such insurance will be available upon request by Sponsor. ESI

agrees, at its sole expense, to maintain during the term of this Agreement or any renewal hereof, commercial general liability insurance, pharmacists professional liability insurance for the Mail Service and ESI Specialty Pharmacy pharmacies, and managed care liability with limits, excess of a self-insured retention, in amounts of not less than \$5,000,000 per occurrence and in the aggregate per policy year with excess liability coverage in the amount not less than \$10,000,000. ESI does not maintain liability insurance on behalf of any Participating Pharmacy, but does contractually require such pharmacies to maintain a minimum amount of commercial liability insurance or, when deemed acceptable by ESI, to have in place a self-insurance program.

7.2 Notice. Any notice or document required or permitted to be delivered pursuant to this Agreement must be in writing and will be deemed to be effective upon mailing and must be either (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or (b) sent by recognized overnight delivery service, in either case properly addressed to the other party at the address set forth below, or at such other address as such party will specify from time to time by written notice delivered in accordance herewith:

Express Scripts, Inc.
Attn: President
One Express Way
St. Louis, Missouri 63121
With copy to Legal Department
Fax No. (800) 417-8163

School Board of Indian River County
Attn: President
6500 57th Street
Vero Beach, Florida 32967

Copy To Aon Hewitt
Attn: Michael Emmons
5555 San Felipe
Houston, TX 77056

7.3 Independent Parties. No provision of this Agreement is intended to create or will be construed to create any relationship between ESI and Sponsor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party, nor any of their respective representatives, will be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither party will have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Agreement or as otherwise authorized in writing by the party about which such representation is asserted.

7.4 Assignment and Subcontracting. Sponsor may assign this Agreement upon first obtaining ESI's written consent, which consent will not be unreasonably withheld following a standard credit review of the proposed assignee, provided, however, that Sponsor may assign this Agreement without ESI's consent to an affiliate entity controlling, controlled by or under common control with Sponsor (so long as the Sponsor remains liable for the performance of its assignee and for the selection of its assignee) with prior and prompt notification to ESI. Sponsor acknowledges and agrees that ESI may perform certain services hereunder (e.g., mail service pharmacy and specialty pharmacy services) through one or more ESI subsidiaries, affiliates, or designees. ESI is responsible and liable for the performance of its subsidiaries and affiliates in the course of their performance of any such service. ESI may subcontract any PBM Service under this Agreement to a third party, provided, however, that ESI shall be responsible and liable for the performance of any such third party and ESI promptly

notifies Sponsor and Aon Hewitt in writing of the PBM service being subcontracted that impacts Sponsor or their Members. In addition, ESI may contract with third party vendors to provide information technology support services and other ancillary services, which services are not Core PBM Services hereunder, but rather are services that support ESI's conduct of its business operations. "Core PBM Services" means the Participating Pharmacy network, Mail Service Pharmacy, and ESI Specialty Pharmacy; formulary development and management; drug utilization review and management; and claims processing (other than incidental paper claims processing). Notwithstanding the foregoing, if any service to be provided by a subcontractor requires the use, disclosure, or access to protected health information within the meaning of HIPAA, no such subcontracting shall be effective until the proposed subcontractor has entered into a business associate agreement substantially in the form of Attachment 2. This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the parties hereto.

7.5 Integration; Amendments. This Agreement including the Master Agreement and any Exhibits thereto constitute the entire understanding of the parties hereto and supersedes any prior oral or written communication between the parties with respect to the subject matter hereof. If there is a separate Business Associate Agreement between the parties, such an agreement will be incorporated herein for all applicable purposes. No modification, alteration, or waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and signed by Sponsor and ESI with prior written notice to Aon Hewitt.

7.6 Choice of Law. This Agreement will be construed and governed in all respects according to the laws in the State of Florida, without regard to the rules of conflict of laws thereof.

7.7 Waiver. The failure of either party to insist upon the strict observation or performance of this Agreement or to exercise any right or remedy will not be construed as a waiver of any subsequent breach of this Agreement or impair or waive any available right or remedy.

7.8 Trademarks. Each party acknowledges each other party's sole and exclusive ownership of its respective trade names, commercial symbols, trademarks, and servicemarks, whether presently existing or later established (collectively "Marks"). No party shall use the other party's Marks in advertising or promotional materials or otherwise without the owner's prior written consent.

7.9 Taxes and Assessments. Any applicable sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee imposed on items dispensed, or services provided hereunder, or the fees or revenues generated by the items dispensed or services provided hereunder, or any other amounts ESI or one or more of its subsidiaries or affiliates may incur or be required to pay arising from or relating to ESI's or its subsidiaries' or affiliates' performance of services as a pharmacy benefit manager, third-party administrator, or otherwise in any jurisdiction, will be the sole responsibility of Sponsor or the Member. If ESI is legally obligated to collect and remit, or to incur or pay, any such sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee in a particular jurisdiction, such amount will be reflected on the applicable invoice or subsequently invoiced at such time as such obligation becomes due. If so obligated and ESI does so, ESI reserves the right to charge a reasonable administrative fee for collection and remittance services provided on behalf of Sponsor.

7.10 Third Party Beneficiary. Except as otherwise set forth in this Agreement and in the Master Agreement, this Agreement has been entered solely for the benefit of ESI and Sponsor and is not intended to create any legal, equitable or beneficial interest in any third party or to vest in any third party any interest as to enforcement or performance, including but not limited to participating pharmacies or Members.

7.11 Authority to Contract. The Parties hereby represent and warrant that they have obtained due and proper authority to enter into this Agreement through their governing body.

7.12 Advice of Counsel. Each Party acknowledges that it is represented by counsel and entered into this Agreement voluntarily and with the benefit of advice of counsel. Sponsor represents that it has reviewed the Master Agreement and agrees to the terms and conditions thereof, including the Exhibits attached thereto and attachment(s) thereof.

IN WITNESS WHEREOF, the undersigned have executed this Prescription Drug Program Agreement as of the day and year below set forth.

EXPRESS SCRIPTS, INC.

SCHOOL BOARD OF INDIAN RIVER
COUNTY

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Federal ID Number: _____

Date: _____

ATTACHMENT 1 TO SPONSOR AGREEMENT

FINANCIAL DISCLOSURE TO ESI PBM CLIENTS

This disclosure provides an overview of the principal revenue sources of Express Scripts, Inc. and Medco Health Solutions, Inc. (individually and collectively referred to herein as “ESI”), as well as ESI’s affiliates. In addition to administrative and dispensing fees paid to ESI by our clients for pharmaceutical benefit management (“PBM”) services, ESI and its affiliates derive revenue from other sources, including arrangements with pharmaceutical manufacturers, wholesale distributors, and retail pharmacies. Some of this revenue relates to utilization of prescription drugs by members of the clients receiving PBM services. ESI may pass through certain manufacturer payments to its clients or may retain those payments for itself, depending on the contract terms between ESI and the client. In the event of a conflict between the terms of this Attachment 1 and terms elsewhere in the Pharmacy Benefit Management Agreement between ESI and Sponsor, the terms elsewhere in the Pharmacy Benefit Management Agreement shall prevail.

Network Pharmacies – ESI contracts for its own account with retail pharmacies to dispense prescription drugs to client members. Rates paid by ESI to these pharmacies may differ among networks (e.g., Medicare, Worker’s Comp, open and limited), and among pharmacies within a network, and by client arrangements. PBM agreements generally provide that a client pays ESI an ingredient cost, plus dispensing fee, for drug claims. If the rate paid by a client exceeds the rate contracted with a particular pharmacy, ESI will realize a positive margin on the applicable claim. The reverse also may be true, resulting in negative margin for ESI. ESI also enters into pass-through arrangements where the client pays ESI the actual ingredient cost and dispensing fee amount paid by ESI for the particular claim when the claim is adjudicated to the pharmacy. In addition, when ESI receives payment from a client before payment to a pharmacy, ESI retains the benefit of the use of the funds between these payments. ESI may maintain non-client specific aggregate guarantees with pharmacies and may realize positive margin. ESI may charge pharmacies standard transaction fees to access ESI’s pharmacy claims systems and for other related administrative purposes.

Brand/Generic Classifications – Prescription drugs may be classified as either a “brand” or “generic;” however, the reference to a drug by its chemical name does not necessarily mean that the product is recognized as a generic for adjudication, pricing or copay purposes. For the purposes of pharmacy reimbursement, ESI distinguishes brands and generics through a proprietary algorithm (“BGA”) that uses certain published elements provided by First DataBank (FDB) including price indicators, Generic Indicator, Generic Manufacturer Indicator, Generic Name Drug Indicator, Innovator, Drug Class and ANDA. The BGA uses these data elements in a hierarchical process to categorize the products as brand or generic. The BGA also has processes to resolve discrepancies and prevent “flipping” between brand and generic status due to price fluctuations and marketplace availability changes. The elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the BGA are available upon request. Brand or generic classification for client reimbursement purposes is either based on the BGA or specific code indicators from Medispan or a combination of the two as reflected in the client’s specific contract terms. Application of an alternative methodology based on specific client contract terms does not affect ESI’s application of its BGA for ESI’s other contracts.

Maximum Allowable Cost (“MAC”)/Maximum Reimbursement Amount (“MRA”) – As part of the administration of the PBM services, ESI maintains a MAC List of drug products identified as requiring pricing management due to the number of manufacturers, utilization and/or pricing volatility. The criteria for inclusion on the MAC List are based on whether the drug has readily available generic product(s), is generally equivalent to a brand drug, is cleared of any negative clinical implications, and has a cost basis that will allow for pricing below brand rates. ESI also maintains MRA price lists for drug products on the MAC List based on current price reference data provided by MediSpan or other nationally recognized pricing source, market pricing and availability information from generic manufacturers and on-line research of national wholesale drug company files, and client arrangements. Similar to the BGA, the elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the MAC methodology are available upon request.

Manufacturer Programs Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts for its own account to obtain formulary rebates attributable to the utilization of certain brand drugs and supplies (and possibly certain authorized generics marketed under a brand manufacturer’s new drug

application). Formulary rebate amounts received vary based on client specific utilization, the volume of utilization as well as formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, claims volume, and other similar factors, and in certain instances also may vary based on the product's market-share. ESI often pays an amount equal to all or a portion of the formulary rebates it receives to a client based on the client's PBM agreement terms. ESI or its affiliates may maintain non-client specific aggregate guarantees and may realize positive margin. In addition, ESI provides administrative services to contracted manufacturers, which include, for example, maintenance and operation of systems and other infrastructure necessary for invoicing and processing rebates, pharmacy discount programs, access to drug utilization data, as allowed by law, for purposes of verifying and evaluating applicable payments, and for other purposes related to the manufacturer's products. ESI receives administrative fees from the participating manufacturers for these services. These administrative fees are calculated based on the price of the drug or supplies along with the volume of utilization and do not exceed the greater of (i) 4.58% of the average wholesale price, or (ii) 5.5% of the wholesale acquisition cost of the products. In its capacity as a PBM company, ESI also may receive other compensation from manufacturers for the performance of various programs or services, including, for example, formulary compliance initiatives, clinical services, therapy management services, education services, inflation protection programs, medical benefit management services, cost containment programs, discount programs, and the sale of non-patient identifiable claim information. This compensation is not part of the formulary rebates or associated administrative fees, and ESI may realize positive margin between amounts paid to clients and amounts received from pharmaceutical manufacturers. ESI retains the financial benefit of the use of any funds held until payment is made to the client.

Copies of ESI's standard formularies may be reviewed at www.express-scripts.com/wps/portal/. In addition to formulary considerations, other plan design elements are described in ESI's Plan Design Review Guide, which may be reviewed at www.express-scripts.com/wps/portal/.

ESI Subsidiary Pharmacies – ESI has several licensed pharmacy subsidiaries, including our specialty pharmacies. These entities may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers, wholesale distributors, and other health care providers. These subsidiary pharmacies contract for these arrangements on their own account in support of their various pharmacy operations. Many of these subsidiary arrangements relate to services provided outside of PBM arrangements, and may be entered into irrespective of whether the particular drug is on one of ESI's national formularies. Discounts and fee-for-service payments received by ESI's subsidiary pharmacies are not part of the PBM formulary rebates or associated administrative fees paid to ESI in connection with ESI's PBM formulary rebate programs. However, certain purchase discounts received by ESI's subsidiary pharmacies, whether directly or through ESI, may be considered for formulary purposes if the value of such purchase discounts is used by ESI to supplement the discount on the ingredient cost of the drug to the client based on the client's PBM agreement terms. From time to time, ESI and its affiliates also may pursue and maintain for its own account other supply chain sourcing relationships not described below as beneficial to maximize ESI's drug purchasing capabilities and efficiencies, and ESI or affiliates may realize an overall positive margin with regard to these initiatives.

The following provides additional information regarding examples of ESI subsidiary discount arrangements and fee-for-service arrangements with pharmaceutical manufacturers, and wholesale distributors:

ESI Subsidiary Pharmacy Discount Arrangements – ESI subsidiary pharmacies purchase prescription drug inventories, either from manufacturers or wholesalers, for dispensing to patients. Often, purchase discounts off the acquisition cost of these products are made available by manufacturers and wholesalers in the form of either up-front discounts or retrospective discounts. These purchase discounts, obtained through separate purchase contracts, are not formulary rebates paid in connection with our PBM formulary rebate programs. Drug purchase discounts are based on a pharmacy's inventory needs and, at times, the performance of related patient care services and other performance requirements. When a subsidiary pharmacy dispenses a product from its inventory, the purchase price paid for the dispensed product, including applicable dispensing fees, may be greater or less than that pharmacy's acquisition cost for the product net of purchase discounts. In general, our pharmacies realize an overall positive margin between the net acquisition cost and the amounts paid for the dispensed drugs.

ESI Subsidiary Fee-For-Service Arrangements – One or more of ESI's subsidiaries, including, but not limited to, its subsidiary pharmacies also may receive fee-for-service payments from manufacturers,

wholesalers, or other health care providers in conjunction with various programs or services, including, for example, patient assistance programs for indigent patients, dispensing prescription medications to patients enrolled in clinical trials, various therapy adherence and fertility programs, administering FDA compliance requirements related to the drug, 340B contract pharmacy services, product reimbursement support services, and various other clinical or pharmacy programs or services. As a condition to having access to certain products, and sometimes related to certain therapy adherence criteria or FDA requirements, a pharmaceutical manufacturer may require a pharmacy to report selected information to the manufacturer regarding the pharmacy's service levels and other dispensing-related data with respect to patients who receive that manufacturer's product. A portion of the discounts or other fee-for-service payments made available to our pharmacies may represent compensation for such reporting.

Other Manufacturer Arrangements – ESI also maintains other lines of business that may involve discount and service fee relationships with pharmaceutical manufacturers and wholesale distributors. Examples of these businesses include a wholesale distribution business, group purchasing organizations (and related group purchasing organization fees), a medical benefit management company, and United BioSource Corporation (“UBC”). Compensation derived through these business arrangements is not considered for PBM formulary placement, and is in addition to other amounts described herein. Of particular note, UBC partners with life sciences and pharmaceutical companies to develop, commercialize, and support safe, effective use and access to pharmaceutical products. UBC maintains a team of research scientists, biomedical experts, research operations professionals, technologists and clinicians who work with clients to conduct and support clinical trials, create, and validate and administer pre and post product safety and risk management programs. UBC also works on behalf of pharmaceutical manufacturers to provide product and disease state education programs, reimbursement assistance, and other support services to the public at large. These service fees are not part of the formulary rebates or associated administrative fees.

Third Party Data Sales – Consistent with any client contract limitations, ESI or its affiliates may sell HIPAA compliant information maintained in their capacity as a PBM, pharmacy, or otherwise to data aggregators, manufacturers, or other third parties on a fee-for-service basis or as a condition of discount eligibility. All such activities are conducted in compliance with applicable patient and pharmacy privacy laws and client contract restrictions.

October 1, 2015

THIS EXHIBIT REPRESENTS ESI'S FINANCIAL POLICIES. ESI MAY PERIODICALLY UPDATE THIS EXHIBIT AND THE FINANCIAL DISCLOSURES CONTAINED HEREIN TO REFLECT CHANGES IN ITS BUSINESS PROCESSES; THE CURRENT FINANCIAL DISCLOSURE IS AVAILABLE UPON REQUEST AND ACCESSIBLE ON EXPRESS-SCRIPTS.COM AT WWW.EXPRESS-SCRIPTS.COM/WPS/PORTAL/.

ATTACHMENT 2 TO SPONSOR AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

Express Scripts, Inc. and one or more of its subsidiaries (“ESI”), and Sponsor or one of its affiliates are parties to an agreement (“PBM Agreement”) whereby ESI provides certain pharmacy benefit management services to the Sponsor’s group health plan (“Plan”). Plan is a “covered entity” within the meaning of the HIPAA Rules (as defined below). The PBM Agreement addresses certain rights and obligations of the parties concerning the use and disclosure of protected health information of Plan participants and their covered dependents. Sponsor, in its capacity under ERISA as plan sponsor of Plan, and ESI, in its capacity as a business associate (within the meaning of 45 C.F.R. § 160.103) of Plan, agree to enter into this “business associate agreement” to comply with applicable sections of the HIPAA Rules.

1. Definitions.

- (a) “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.
- (b) “Breach Notification Standards” shall mean the standards for notification of a breach of unsecured PHI by covered entities and business associates at 45 C.F.R. Parts 160 and 164, Subparts A and D, as amended from time to time.
- (c) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- (d) “Electronic PHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- (e) “Enforcement Rule” means the enforcement provisions at 45 C.F.R. Part 160.
- (f) “HIPAA Rules” means the collective Privacy Rule, Security Standards, Breach Notification Standards, and Enforcement Rule.
- (g) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- (h) “Limited Data Set” shall have the same meaning as the term “limited data set” in 45 CFR § 164.514(e)(2).
- (i) “Plan” shall mean the plan or plans to which ESI renders services under the PBM Agreement. To the extent that Plan shall be deemed a “hybrid entity” under 45 C.F.R. § 164.103, the provisions of this Business Associate Agreement shall be administered and interpreted to apply to that portion of Plan that constitutes a “covered entity” under 45 C.F.R. § 160.103.
- (j) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart E, as amended from time to time.
- (k) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created, maintained, or transmitted by ESI for or on behalf of Plan or received by ESI from or on behalf of Plan.
- (l) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (m) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(n) "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304

(o) "Security Standards" shall mean the Security Standards, 45 C.F.R. Part 164, Subpart C, as amended from time to time.

(p) "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR § 160.103.

(q) "Transactions Standards" shall mean the Standards for Electronic Transactions, 45 C.F.R. Part 162, Subpart I, as amended from time to time.

(r) "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

Capitalized terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Rules.

2. General Use and Disclosure Provisions. ESI and Plan acknowledge and agree as follows:

(a) *Use or Disclosure.* ESI shall not use or further disclose PHI other than as expressly permitted or required by this Business Associate Agreement or the HIPAA Rules or as Required by Law. ESI may use and disclose PHI only if that use or disclosure, respectively, is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e). To the extent that ESI is to carry out Plan's obligations under the Privacy Rule, ESI shall comply with the requirements of the Privacy Rule that apply to Plan in the performance of such obligation.

(i) ESI shall use or disclose PHI on its own behalf, or on behalf of Plan when so directed by Plan, if that use or disclosure is Required by Law. This shall include, without limitation, uses or disclosures in connection with judicial and administrative proceedings, for law enforcement purposes, and for health oversight activities. ESI shall provide to the contact person identified in the PBM Agreement notice of the disclosure concurrently with providing the PHI to a third party pursuant to this paragraph.

(ii) ESI shall use or disclose PHI as requested by Plan and to the extent necessary or appropriate to perform those functions, activities, or services for, or on behalf of, Plan as described in the PBM Agreement.

(iii) ESI shall use or disclose PHI as requested by Plan and to the extent necessary or appropriate for Business Associate to perform, or assist with the performance of, the payment or health care operations functions of Plan.

(iv) ESI shall disclose PHI as requested by Plan to another business associate (as defined in 45 CFR § 160.103) of Plan for purposes of carrying out the treatment, payment or health care operations functions of Plan. In addition, to the extent permitted under 45 CFR § 164.506, ESI shall disclose PHI as requested by Plan either to another covered entity (as defined in 45 CFR § 160.103) to assist that covered entity with its payment activities or with certain of its health care operations or to a health care provider to assist that health care provider with its treatment or payment activities.

(v) ESI shall disclose PHI as requested by Plan to comply with applicable laws relating to workers' compensation programs or similar programs established by law that provide benefits for work-related injuries or illnesses without regard to fault consistent with 45 CFR § 164.512(l).

(vi) In accordance with subsection (h) below and consistent with 45 CFR § 164.524, ESI shall disclose an Individual's PHI contained in a Designated Record Set to the Individual.

(vii) Consistent with 45 CFR § 164.510(b), ESI shall disclose PHI as requested by Plan to assist those involved in the health care (or payment for health care) of an Individual or for notification purposes, including, without limitation, disaster relief efforts.

(viii) Consistent with 45 CFR § 164.512, Business Associate shall use or disclose PHI as requested by Plan to:

- (a) Prevent or lessen a serious and imminent threat to the health or safety of a person or to the health or safety of the public;
- (b) Facilitate specified government functions related to the military and veterans, national security and intelligence activities, protective services for the President of the United States and others, or correctional institutions and inmates;
- (c) Assist with public health activities, such as to assist public health authorities or other legal authorities to prevent or control disease, injury or disability;
- (d) Enable funeral directors or coroners to carry out their lawful duties;
- (e) Assist victims of abuse, neglect, or domestic violence;
- (f) Facilitate organ, eye, or tissue donation and transplantation; or
- (g) Conduct or assist with research.

(ix) Consistent with 45 CFR § 164.504(f), ESI shall disclose PHI or, if applicable, summary health information, to Sponsor as requested by Sponsor.

(x) Consistent with 45 CFR § 164.514(e), ESI shall use or disclose specified PHI as requested by Plan as part of a Limited Data Set.

(xi) ESI shall use or disclose an Individual's PHI to the extent authorized by the Individual in a written authorization meeting the requirements of 45 CFR § 164.508.

(b) *Minimum Necessary.* ESI shall use its professional judgment to determine the minimum necessary and type of PHI necessary to perform its obligations under this Business Associate Agreement and the PBM Agreement and ESI will take reasonable efforts to limit requests for, use and disclosure of PHI to the minimum necessary to accomplish the intended request, use or disclosure.

(c) *Specific Use or Disclosure Provisions.* Except as otherwise limited in this Business Associate Agreement, ESI may use and disclose PHI to properly provide, manage and administer the services required under the PBM Agreement and consistent with applicable law to assist Plan in its operations, as long as such use or disclosure would not violate the HIPAA Rules if done by Plan, or such use or disclosure is expressly permitted in (i) through (iii) below:

(i) ESI may use PHI for the proper management and administration of ESI or to carry out ESI's legal responsibilities.

(ii) ESI may disclose PHI to third parties for the proper management and administration of ESI or to carry out the legal responsibilities of ESI provided that the disclosures are Required by Law, or ESI obtains reasonable assurances from the person to whom the information is disclosed that: (A) the information will remain confidential, (B) the information will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (C) the person notifies ESI of any instances of which it is aware in which the confidentiality of the information has been breached.

(iii) ESI may use PHI to perform Data Aggregation services on behalf of Plan as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(d) *Reporting.* ESI shall notify Plan in writing within 5 business days if ESI has knowledge that PHI has been used or disclosed in a manner that violates this Business Associate Agreement ("Unauthorized Use or Disclosure"). To the extent that ESI creates, receives, maintains or transmits Electronic PHI, ESI shall

report to Plan any Security Incident, as determined by ESI, involving PHI of which ESI becomes aware. ESI shall make the report required by this subsection (d) to the contact person identified in the PBM Agreement. ESI shall report at least the following information, if known at the time of the report (and to the extent not known at the time, shall supplement its report when the information becomes known), to the contact person:

- (i) The nature of the Unauthorized Use or Disclosure;
- (ii) The nature of the PHI that is the subject of the Unauthorized Use or Disclosure;
- (iii) The title of the person who made and/or received the Unauthorized Use or Disclosure;
- (iv) What ESI has done or will do to mitigate any deleterious effect of the Unauthorized Use or Disclosure;
- (v) What corrective action ESI has taken or will take to prevent a future similar Unauthorized Use or Disclosure; and
- (vi) Such other information, including a written report, as reasonably requested by the contact person.

(e) *Safeguards.* ESI shall use appropriate safeguards, consistent with applicable law, to prevent use or disclosure of PHI in a manner that would violate this Business Associate Agreement. ESI shall provide Plan with such information concerning such safeguards as Plan may reasonably request from time to time. To the extent that ESI creates, receives, maintains or transmits Electronic PHI, ESI agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Standards, to protect the confidentiality, integrity and availability of the Electronic PHI that ESI creates, receives, maintains or transmits on behalf of Plan. Safeguards shall include, but shall not be limited to, the following:

- (i) Maintenance of a comprehensive written privacy policy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of ESI's operations and the nature and scope of ESI's activities;
- (ii) Standards to limit access to PHI to those members of ESI's workforce who require such access to perform the functions of their jobs; and
- (iii) Training by ESI of those members of its workforce who have access to PHI.

(f) *Mitigation.* ESI shall mitigate, to the extent practicable, any harmful effect that is known to ESI of a use or disclosure of PHI by ESI in violation of this Business Associate Agreement or the PBM Agreement.

(g) *Subcontractors.* In accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), ESI shall ensure that any Subcontractors, to whom it provides PHI (including Electronic PHI) received from, or created or received by ESI on behalf of Plan, or that create, receive, maintain, or transmit PHI (including Electronic PHI) on behalf of ESI, agree in writing to at least the same restrictions, conditions, and requirements that apply through this Business Associate Agreement and to ESI with respect to the information. Further, the written contracts or agreements between ESI and any Subcontractors shall not permit Subcontractors to use or disclose PHI in a manner that would not be permissible by ESI under the Business Associate Agreement. Furthermore, ESI shall ensure that Subcontractors agree in writing that they will appropriately safeguard this information. ESI shall implement and maintain sanctions against Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. ESI agrees that it is its duty and responsibility to obtain satisfactory assurances, such as a written contract or written arrangement, from any Subcontractor with respect to a Subcontractor's receipt, creation, maintenance, or transmission of PHI, in accordance with and as required by the HIPAA Rules. Plan is not required, and it is not Plan's responsibility, to obtain satisfactory assurances and enter into any arrangement or contract with any Subcontractor.

(h) *Access.* Within ten (10) business days of a request by Plan, ESI shall provide access to Plan to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. § 164.524. If ESI receives a request directly from an Individual, or if requested by Plan that access be provided to the Individual,

ESI shall provide access to the Individual to PHI in a Designated Record Set within thirty (30) days in order to meet the requirements under 45 C.F.R. § 164.524. If Plan or an Individual or the Individual's designee requests an electronic copy of PHI maintained in a Designated Record Set, ESI shall provide Plan, the Individual or the Individual's designee with access to the PHI in the electronic form or format requested by the Individual, if it is readily producible in such form and format; or if not, in a readable electronic form and format as mutually agreed to by ESI and Plan or the Individual or the Individual's designee.

(i) *Amendment.* Within ten (10) days of a request by Plan or subject Individual, ESI agrees to make any appropriate amendment(s) to PHI in a Designated Record Set that Plan directs or agrees to pursuant to 45 C.F.R. § 164.526 or take other measures as necessary to satisfy Plan's obligations under 45 CFR § 164.526. ESI shall promptly provide notice of any amendment(s) to PHI to all Subcontractors of ESI who maintain and rely on the PHI that is the subject of the amendment. If an Individual's request for access directs Plan or ESI to transmit a copy of the PHI to another person designated by the Individual, ESI shall provide a copy to the designated person.

(j) *Accounting.* With respect to the obligation to provide an accounting to an Individual of the disclosures of such Individual's PHI, ESI shall comply with 45 CFR § 164.528. In addition, ESI shall provide to Plan or to an Individual, at a time and in a manner mutually agreed upon, information collected in accordance with 45 CFR § 164.528 in order to permit Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Notwithstanding anything herein to the contrary, ESI shall not be required to document disclosures that occurred more than six (6) years before a request by an Individual for an accounting.

(k) *Restrictions on Use or Disclosure.* If an Individual or the Individual's designee makes a request to ESI, or to a Subcontractor of ESI, for a restriction on the use and/or disclosure of the Individual's PHI, or if the Individual's restriction request is made to Plan and transmitted by Plan to ESI, then within ten (10) business days of a request of Plan, ESI shall consider restrictions on the use or disclosure of PHI and respond to a request for a restriction on the use or disclosure of the Individual's PHI in accordance with 45 CFR § 164.522(a), and take other measures as necessary to satisfy Plan's obligations under 45 CFR § 164.522(a).

(l) *Audit and Inspection.* ESI shall make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by ESI on behalf of Plan, available to Plan within ten (10) business days, or at the request of Plan or the Secretary, to the Secretary in a time and manner directed by the Secretary, for purposes of the Secretary determining Plan's compliance with the HIPAA Rules. ESI shall provide to the contact person identified in the PBM Agreement a copy of any PHI that ESI provides to the Secretary concurrently with providing the PHI to the Secretary. Notwithstanding the foregoing, the fact that ESI makes its internal practices, books, and records relating to the use and disclosure of PHI available to Plan does not relieve ESI of its responsibility to comply with this Business Associate Agreement or the PBM Agreement, nor does Plan's failure to detect, or detection but failure to notify ESI or to require ESI's remediation of any unsatisfactory practice, constitute acceptance of the practice or waiver of Plan's enforcement rights under this Business Associate Agreement or the PBM Agreement. When required by the Secretary, ESI shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary so that the Secretary may investigate or determine ESI's compliance with the HIPAA Rules. Any release of information regarding ESI's practices, books and records is proprietary to ESI and shall be treated as confidential and shall not be further disclosed without the written permission of ESI, except as necessary to comply with the HIPAA Rules.

(m) Breaches of Unsecured PHI.

(i) **Investigation of an Incident and Risk Assessment.** If ESI discovers an incident involving an impermissible acquisition, access, use or disclosure of PHI that violates the Privacy Rule, ESI shall conduct and document a risk assessment of this incident; at a minimum, the risk assessment shall include the factors set forth in 45 CFR § 164.402. If ESI determines that an impermissible acquisition, access, use or disclosure of PHI does not constitute a Breach of Unsecured PHI, ESI shall document such risk assessment that demonstrates that there is a low probability that the PHI has been compromised. ESI shall also determine whether the impermissible acquisition, access, use, or disclosure of PHI falls within one of the exceptions to a Breach of Unsecured PHI set forth in 45 CFR § 164.402.

(ii) **Notification to Plan.** If ESI discovers a Breach of Unsecured PHI, ESI shall notify Plan, by means of the contact person identified in the PBM Agreement, without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach, in accordance with 45 C.F.R. § 164.410. ESI shall also notify Plan of any confirmed security incidents, such as a major system compromise, within five (5) calendar days after discovery. A Breach shall be treated as discovered by ESI in accordance with the provisions of 45 CFR § 164.410(a)(2). ESI's notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by ESI to have been, accessed, acquired, used, or disclosed during the Breach. At the time of notification to Plan or promptly thereafter as information becomes available, ESI shall provide the contact person with any other available information that is required to be included in the Individual notification under 45 CFR §164.404(c). In addition, Business Associate agrees to reimburse the Plan reasonable costs associated with providing the required Breach notifications.

(n) *Privacy of Individually Identifiable Health Information.* To the extent ESI is to carry out one or more of Plan's obligations under Subpart E of 45 C.F.R. Part 164, ESI shall comply with the requirements of subpart E that apply to the covered entity in the performance of such obligations.

3. Plan Obligations.

(a) Plan shall notify ESI of any limitation(s) in the notice of privacy practices of Plan in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect ESI's use or disclosure of PHI.

(b) Plan shall notify ESI of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect ESI's use or disclosure of PHI.

(c) Plan shall notify ESI of any restriction to the use or disclosure of PHI that Plan has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect ESI's use or disclosure of PHI.

(d) Plan shall not request that ESI use or disclose PHI in any manner that would exceed that which is minimally necessary under the HIPAA Rules or that would not be permitted by a covered entity.

(e) Plan agrees that it will have entered into "Business Associate Agreements" with any third parties (e.g., case managers, brokers or third party administrators) to which Plan directs and authorizes ESI to disclose PHI.

4. Transactions Standards. The HIPAA Rules provide for certain Transactions Standards for transfer of data between trading partners. While certain of the standards may or may not be adopted by Plan (e.g., for eligibility), ESI will be prepared to accept the following in accordance with 45 C.F.R. Part 162.1502: ASC X12N 834 – Benefit Enrollment and Maintenance. In addition, to the extent applicable, ESI shall comply with other applicable Transactions Standards for claims processing functions between ESI and provider pharmacies and shall conduct any such transaction as a "standard transaction" as that term is defined under 45 CFR Part 162. ESI shall require any agent or Subcontractor to comply with all applicable requirements of 45 CFR Part 162. Each party hereby agrees that it shall not change any definition, data condition or use of a data element or segment in a standard, add any data elements or segment to the maximum defined data set, use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the implementation specification, or change the meaning or intent of the implementation specification.

5. Material Breach of Business Associate Agreement; Termination.

(a) Without limiting the termination rights of the parties pursuant to the PBM Agreement, upon either party's knowledge of a material breach by the other of this Business Associate Agreement, the non-breaching party shall notify the breaching party of such material breach and the breaching party shall have thirty (30) days to cure such material breach. In the event the breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this Business Associate Agreement and the related portion of the PBM Agreement.

(b) To the extent feasible, upon termination of the PBM Agreement for any reason, ESI shall, and shall cause any subcontractors and agents to, return or destroy and retain no copies of all PHI received from, or created or received by ESI on behalf of, Plan. If ESI determines, in its sole discretion, that return or destruction of such information is not feasible, ESI shall continue to limit the use or disclosure of such information as set forth in this Agreement as if the PBM Agreement had not been terminated.

(c) **Indemnification.** Each party (the "Indemnifying Party") shall indemnify and hold the other party and its officers, directors, employees and agents (each an "Indemnified Party") harmless from and against any loss, liability, damage, cost or expense ("Liabilities") to which the Indemnified Party becomes subject to as a result of third party claims (including reasonable attorneys' fees and court or proceeding costs) brought against the Indemnified Party, which arise as a result of: (i) the material breach of this Business Associate Agreement by the Indemnifying Party; or (ii) the gross negligence or willful misconduct of the Indemnifying Party, except to the extent such Liabilities were caused by the Indemnified Party. A party entitled to indemnification under this Section 5 shall give prompt written notification to the Indemnifying Party of the commencement of any action, suit or proceeding relating to a third party claim for which indemnification is sought, subject to applicable confidentiality constraints. The Indemnifying Party shall be entitled to assume control of the defense of such action, suit, proceeding or claim with competent counsel of its choosing. Indemnification shall not be required if any claim is settled without the Indemnifying Party's consent, which such consent shall not be unreasonably withheld. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 5, IN NO EVENT WILL AN INDEMNIFYING PARTY BE LIABLE TO AN INDEMNIFIED PARTY UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSSES OR DAMAGES OF ANY KIND. Notwithstanding the above paragraph regarding indemnification, nothing in this agreement shall serve to waive the Sponsor's sovereign immunity protections. The Sponsor does not waive its sovereign immunity as set forth in section 768.28, Florida Statutes, by entering into this Agreement.

6. Miscellaneous.

(a) **Amendment.** The parties acknowledge that the foregoing provisions are designed to comply with the mandates of the HIPAA Rules. ESI shall provide written notice to Plan to the extent that any regulation or amendment to regulations promulgated by the Secretary requires changes to this Business Associate Agreement. Such written notice shall include any additional amendment required by any such final regulation and the Business Associate Agreement shall be automatically amended to incorporate the changes set forth in such amendment provided by ESI to Plan, unless Plan objects to such amendment in writing within fifteen (15) days of receipt of such written notice. In the event that Plan objects timely to such amendment, the parties shall work in good faith to reach agreement on an amendment to the Business Associate Agreement that complies with the final regulations. If the parties are unable to reach agreement regarding an amendment to the Business Associate Agreement within thirty (30) days of the date that ESI receives any written objection from Plan, either ESI or Sponsor may terminate this Business Associate Agreement upon ninety (90) days written notice to the other party. Any other amendment to this Business Associate Agreement unrelated to compliance with applicable law and regulations shall be effective only upon execution of a written agreement between the parties.

(b) **Effect on PBM Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this Business Associate Agreement is not intended to change the terms and conditions of, or the rights and obligations of the parties under, the PBM Agreement.

(c) **Data Security Breach.** Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree to comply with the requirements of section 501.171, Florida Statutes. In the event of a breach of security as defined in section 501.171, Florida Statutes, ESI shall notify Sponsor immediately, but no later than thirty (30) calendar days following a determination of a breach of data security involving Sponsor's data. Additionally, ESI shall fully cooperate with Sponsor regarding Sponsor's statutory notification requirements, and ESI shall be fully responsible for the costs incurred by Sponsor in complying with such statutory notification requirements.

(d) **No Third-Party Beneficiaries.** Nothing express or implied in the PBM Agreement or in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other

than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

(e) **Disclaimer.** Plan makes no warranty or representation that compliance by ESI with this Business Associate Agreement, the Privacy Rule, the Security Standards, or the Breach Notification Standards will be adequate or satisfactory for ESI's own purposes. ESI is solely responsible for all decisions made by ESI regarding the safeguarding of PHI.

(f) **Independent Contractors.** Business Associate is an independent contractor to, and not an agent of, the Plan.

(g) **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits both parties to comply with the HIPAA Rules.

(h) **Effective Date.** This Business Associate Agreement shall be effective as of the effective date of the PBM Agreement.

**2015-2018
Collective Bargaining
Agreement**

Between the

**School District
of
Indian River County**

and the

Indian River County Education Association



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ARTICLE I – RECOGNITION

I.1 Preamble

- A. The School District of Indian River County, hereinafter referred to as the “Board” and the Indian River County Education Association, hereinafter referred to as the “Association” or “IRCEA”, having met and negotiated in accordance with Florida Statutes Chapter 447 and having reached certain understandings, hereby agree as follows:

I.2 Recognition

- A. The Board hereby recognizes the Indian River County Education Association as the sole and exclusive bargaining agent for all regular full time classroom teachers, guidance counselors, department and grade level Chairs, occupational outreach coordinators, speech and language pathologists, SLP assistants library-media specialists, “teachers on assignment”, resource specialists/teachers, music directors, JROTC instructors, migrant-immigrant specialists, attendance officers, and career and technical education specialists.
- B. The term “member(s)” or “M.B.U.” shall be used to refer to a member or members of the bargaining unit.
- C. The Board agrees not to negotiate with or recognize any teachers’ organization composed of the classification of employees listed above other than the Association for the duration of this agreement.
- D. This agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with the terms of this agreement.

ARTICLE II – ASSOCIATION AND MEMBER RIGHTS

II.1 General Provisions

- A. The Board hereby agrees that every employee of the Board eligible for inclusion in the bargaining unit as listed on certificate #29 of The Public Employee Relations Commission date May 15, 1975, shall have the right to join and participate in the Indian River County Education Association or the right to refrain from such activity.
- B. Employees who are, or who qualify to be, members of units represented by this Association shall have the right to join and assist or to refrain from joining and assisting the Association and the activities conducted by the Association for the purpose of collective bargaining or other mutual aid or protection. This right shall be enjoyed without interference from the Board or its representatives or from any member, officer, or representative of the Association.
- C. Nothing contained in this contract shall be construed to provide, deny, or to restrict employees who are members of the Association or employees who are eligible for membership in the Association rights they may or may not have under Florida school laws or other applicable laws, rules and regulations.
- D. Upon ratification of the proposed agreement by the parties, eighty (80) copies of the agreement shall be furnished to the Association. The cost of printing shall be borne equally by the parties. Additionally, the agreement will be posted on-line at the District website.

II.2 Use of Facilities and Communication

- A. The Association and its representatives shall be considered a school-related group regarding the use of school buildings for meetings. The Association or its representatives shall make proper arrangements with the school principal and adhere to regulations set forth in School Board Policy 7510
- B. The Association may post notices of activities and matters of the Association on a bulletin board specifically assigned by the school principal. Each school will provide bulletin board space designated for Association use.
- C. The Indian River County courier service will be available within District facilities to the Association without expense for any reasonable handling of mail. Reimbursement as mutually agreed upon is expected if usage exceeds reasonable limits as determined by the Board. If agreement is not reached, courier service will be discontinued for the Association.
- D. Mailboxes assigned to members of the bargaining unit in each school may be used for Association communication at the discretion of the Association.
- E. When school announcements are made through written bulletins, brief Association announcements may be included with prior approval of the principal.
- F. The Association president via district e-mail may communicate announcements of IRCEA meetings with attached agenda.
- G. The Association faculty representative, IRCEA officers or other designated representatives shall be given an opportunity at the end of each faculty meeting to present reports and announcements, provided prior arrangement is made with the principal.

- H. Association members will be given an opportunity to meet with the faculties for the purpose of explaining the contract and other related matters. Arrangements for these meetings will be worked out between representatives of the Association and principals of individual schools.
- I. The Association president via the automated calling system may communicate announcements regarding voting to MBUs.

II.3 Payroll Deductions

- A. The Board agrees to deduct Association dues from the wages of those employees who have completed the written authorization for such deductions as provided in School Board Policies 7.04 of the School District of Indian River County. Dues will be deducted proportionally from each check.
- B. The employee's authorization shall continue to be in effect unless cancelled by written notice to the Association and Board. The notice must be received at least thirty (30) days prior to the effective date of the cancellation.

II.4 Provision of Public Records

- A. The Board agrees to furnish to the president of the Association, upon request, any public information falling under provisions of the public records laws.
- B. Requested information will be provided in a timely manner as stated in Chapter 119.07 and may be prepared at cost to the Association.

II.5 Association Release Time

- A. The Board will provide a substitute for a maximum of thirty (30) days for the Association president or his/her designee for Professional Leave with pay, provided written designation and leave forms are filed five (5) days prior to the leave. Up to thirty (30) additional days, when mutually agreed on by the Association and the School Board, will be granted when such leave will promote the welfare of the schools. When extenuating circumstances exist and an approved substitute or a volunteer staff member can be secured by the principal for the person on leave, the leave shall be approved in less than five (5) days. The sixty (60) days shall represent the total days granted for all Association activities.
 - 1. The Board shall pay for the cost of substitute teachers for the first fifteen (15) days of leave under this provision and the Association shall pay for the cost of substitute teachers for days sixteen (16) through thirty (30).
 - 2. The Board shall pay for the cost of substitute teachers for days thirty-one (31) through sixty (60) when leave is initiated by the Board.

II.6 Association Leave

- A. Leave of absence without pay shall be granted by the Board to an IRCEA representative for the purpose of serving as an officer of [limited to one (1)]: the Florida Education Association, the American Federation of Teachers, or the National Education Association upon written application of such teacher to the Superintendent at least twenty-five (25) calendar days prior to the onset of the semester in which the leave is to begin.
- B. Such leave shall be approved on an annual basis for the length of the term of office.
- C. Leave approved under this provision shall not be for less than one (1) school year.
- D. The Association shall reimburse the Board for the salary, medical insurance, Florida Retirement System and Social Security costs for annual release of the Association president using mutually agreed upon procedure. It is the express desire of both the Association and the Board to have a full-time release position for the Association president. Until such time as the Association becomes eligible for a FEA funding grant to aide in supporting the cost of a full-time release position, the Board will agree to an annual half-time release position (half-time defined as a .5 position). After receiving said FEA grant, the half-time release position of the Association president will automatically convert to a full-time release position.

II.7 Association Leadership Benefits

- A. The position of IRCEA President will receive full benefits.

ARTICLE III – WORKING CONDITIONS

III.1 Workday and Workyear

- A. The established workday for the 2015-2016 contract year will be seven (7) hours and thirty (30) minutes including lunch. The established workday in subsequent years will be eight (8) hours including lunch. Where special supplements are paid for additional duties, the workday will be appropriately extended.
- B. The work year for all ten (10) month employees shall be 196 days. Additional days may be added at the discretion of the Board at the same daily rate of pay.
- C. Teachers will be required to provide a maximum of twenty-five (25) hours of FEFP instruction directly to students each week with the exception of extenuating circumstances where it is necessary to change the student day to comply with minimal FEFP instructional time (i.e. hurricane makeup) or in cases where the MBU agrees to teach during her/his planning period.
- D. All MBUs shall have a thirty (30) minute duty free lunch, except in situations where the principal declares an emergency.
- E. An uninterrupted, daily planning period shall be provided for all MBUs during the time students are in session for the purpose of individual planning. The planning period shall be equal to one full period of instruction at the Secondary level and at least thirty-five (35) minutes at the Elementary level. If a school is utilizing block scheduling consisting of classes longer than sixty (60) minutes, then a single period of planning will be assigned and thus fall on alternating days. Meetings will not be scheduled during a MBU's planning period on a regular or frequent basis (not to exceed once per month). Beginning with the 2016-2017 contract year, an additional 30 minutes of planning time shall be provided for all MBUs at the beginning or end of the workday; this time may be used to schedule meetings or other activities at the principal's discretion on up to 60% of the number of work days in each month.
 - 1. All instructional personnel employed at .5 will have an additional .1 of the normal workday for use as a planning time to equal .6.
- F. Every effort will be made to provide a lunch break and/or a planning period as part of each teacher's regular daily schedule in such a way that no more than four consecutive hours (or periods, where applicable) of student contact time is required.
- G. MBUs employed for additional days beyond the regular 196 work calendar will be paid in accordance with the salary schedules attached in Appendix B.4.
- H. Where teaching subjects are departmentalized, the administrator will make every effort to see that no MBU will have more than three (3) preparations per semester.
- I. Three (3) of the last days of the 90 day term, and of the 180 day term will be designated by the Board as shortened days with a minimum of four hours for secondary school students and five hours for elementary students. Time that is free from student contact on these days shall be used for individual teacher grading, planning, etc.
- J. One (1) day per month will be designated as a modified instructional day, with a maximum of four (4) hours of instructional time for secondary students and five (5) hours for elementary students. Time that is free from student contact on these days shall be used for school based or district professional development. Notwithstanding Article III, paragraph 3.F. Flex Time may not be taken by teachers during this professional development. This provision shall be subject to reopener negotiations on an annual basis.
- K. MBUs will be notified via email or phone of any changes in teaching assignment after the close of the school year. If this constitutes a physical move, then support will be provided at a convenient time for both the MBU and site administration.

III.2 Librarians/Media Specialists

- A. School libraries will be staffed by certified personnel at all levels unless library/media specialists are identified as a critical shortage area.
- B. Principals shall make every effort for librarians/media specialists to be relieved of extra duties so libraries/media centers can be open before and/or after school.

III.3 Non-Instructional Duties

- A. Teachers agree to fulfill assigned responsibilities for such activities as those required in fulfilling their regular assignments. The administration will schedule assigned responsibilities to occur within the regular workday.
- B. Members of the bargaining unit recognize that it is necessary to occasionally participate in such activities as curriculum study committees, county-wide grade or special area meetings, meetings with parents, instructional materials and program evaluations, etc., which may extend beyond the normal work day. Attendance at activities occurring outside regular contract hours is voluntary. Members of the bargaining unit may voluntarily participate in such activities without additional compensation. Where permissible by state law, the ~~Professional Development~~

~~Coordinator~~ Executive Directors of Elementary and Secondary Education will assign inservice points for attendance at such activities provided the activity has received prior approval from ~~the the Executive Director~~ Coordinator.

- C. The Board and the Association recognize the importance derived from teacher and parent contacts. MBUs are encouraged to attend all PTA or PTO meetings where applicable; however, such attendance is voluntary. Attendance at one (1) annual open house is expected unless excused by the principal.
- D. The principal shall select personnel to advise/direct extracurricular activities and there shall be, insofar as possible, a fair and equitable distribution of such duties among available personnel. Extracurricular activities that receive supplements are noted in [Appendix B.3](#). All open extracurricular activity positions at each school shall be posted at the school level. If not filled within a ten (10) day period, then the vacancy will be advertised at the District level.
 - 1. If all qualifications are equal, MBUs shall be hired over other District employees or community members when assigning negotiated supplements.
 - 2. The duty or duties for all negotiated supplements must be performed by the individual(s) receiving the supplement(s). Portions of negotiated supplements may not be appropriated and given to individuals not performing the duties of that supplement.
 - 3. Participation by teachers in extra-curricular activities for which no additional compensation is paid shall be voluntary.
- E. To provide proper supervision of students, it is essential that instructional personnel assume responsibility for such assignments as bus duty, ground duty, hall duty, etc. Where teachers do not volunteer for these duties, the principal shall assign them. There shall be insofar as possible, a fair and equitable distribution of such duties among available personnel. In the event a teacher assigned duty is absent, the administrator will assign the substitute teacher to assume that duty.
- F. MBUs shall be paid or earn flex time for duties that are non-instructional and/or supervisory in nature for times that extend before or after the regular work day. Examples of such duties are ground duty, hall duty, cafeteria duty, bus/car duty, etc. Payment/flex time for such non-instructional and/or supervisory duties shall be made if the MBU volunteers to perform such duties during his/her duty free lunch period. All employees who are paid shall be compensated in accordance with the salary schedules as attached in Appendix B.4. Any accumulated flex time may be taken during the normal teacher work year, at the teachers' discretion, at a time not requiring a substitute. No MBU shall be required to perform duties for flex time that she/he will be unable to use. Non instructional/supervisory duties as referenced in all other areas of the contract refer to duties performed within the normal school day.
- G. No MBU will be required to get CDL licensure or be requested to drive a bus.
- H. Elementary teachers will provide supervision and maintain discipline during PE activities developed by the District, recorded on video tape, and broadcast via the school-wide ITV during the regular student day for thirty (30) consecutive minutes.
 - 1. At the individual discretion of the MBU and with the principal's approval, the MBU may provide instruction other than the videos for physical education. Such instruction must conform with the definition of physical education as found in the law.
 - 2. Documentation of all PE activities is to be recorded in the teacher plan book.
 - 3. It is the teacher's decision as to when and where the PE activities occur during the student day.
 - 4. Implementation of this law will not result in reduction of recess time at any elementary school.
 - 5. No MBU who is a classroom teacher will be required to plan PE in order to meet the mandates of CS/CS/HB 967.

III.4 Health, Safety and Welfare Issues

- A. It is the responsibility of the Board to provide a comprehensive program of safety and sanitation. The Board will take appropriate action to correct, diminish or remove unsafe or unsanitary conditions. The Board and the Association agree that a district wide safety committee shall be established and meet regularly. Composition of the safety committee will be consistent with the Board's adopted plan. IRCEA will appoint one member to the committee.
- B. The Board and the Association recognize the importance of providing first aid to students. The Board, assisted by the Indian River County Health Department, shall provide school nurse services to all schools. The Board shall develop the schedule for these services. School nurses shall be responsible for providing services/procedures that require medical training. MBUs shall not be required to provide health related services to students.
 - 1. Notwithstanding the above, teachers may volunteer to assist with student health related services in an emergency situation by signing the Emergency Care Plan Cover Letter, a copy of which is attached to an individual student's Emergency Care Plan. A copy of the cover letter is appended to the contract as [Appendix E](#). An emergency situation shall be defined as a student medical crisis requiring immediate administration of medication or performance of a medical procedure necessary to avoid and/or stabilize the medical situation.

2. Within ten (10) working days from the cover letter signature date, the Board will provide individual training to the MBU via a Licensed Registered Nurse (RN), during the contract day necessary to implement the Emergency Care Plan.
 3. A second signature from the MBU will be required on the cover letter attached to the Emergency Care Plan indicating that the individual training was completed.
 4. The MBU will not be held liable for damages when carrying out the Emergency Care Plan pursuant to F.S. 1006.062 (2). Nothing herein shall obligate the School Board or any MBU to indemnify any person served by the Emergency Care Plan.
- C. In those areas of a school plant (FS 1013.01(6)), identified as places where frequent injury is possible, the Board will provide a communication system which will permit contact with administration.
 - D. In compliance with State and Federal guidelines, Principals will implement a procedure for handling bomb threats and other emergency situations in accordance with recommendations made by appropriate law enforcement agencies. No MBU will be required to search for bombs, assist in implementing emergency plans other than evacuation and lockdown procedures, or be required to be part of a school emergency team.
 - E. When the front office of a school receives a message for a teacher, the message will be delivered to the teacher either in person or via physical or electronic mailbox as soon as is practicable.
 - F. MBUs may leave the work location during duty hours to smoke only when they are not supervising students and when approved by the Principal or designee. Approval shall be granted for MBUs needing to step off campus for tobacco use during their duty free lunch.

III.5 Facilities

- A. The Board shall provide facilities and equipment comparable in every school.
- B. It is not the responsibility of members of the bargaining unit to perform maintenance or custodial duties.
- C. The Board shall provide adequate parking facilities for all MBUs on or near the premises of each school in the District. Such parking shall be closest available to the school building. However, up to fifteen (15) parking stalls may be close to the building for visitors.
- D. Due to facility restrictions, teachers may be required to be flexible with room arrangements for planning. If a MBU is displaced from his/her classroom during planning a suitable work area shall be provided.

III.6 Faculty Meetings

- A. There shall be a reasonable number of regularly scheduled faculty meetings conducted during the contract day. Principals may hold additional meetings in cases of emergency.

III.7 Personnel File

- A. Upon request, any MBU may review the contents of his/her personnel file, wherever the personnel file(s) is located. After review, upon request, reproductions of personnel file materials shall be provided to the MBU by the Human Resource Department/school office at cost.
- B. The personnel file of a MBU will be treated as indicated by Florida Statutes.

III.8 Video Cameras, Cell Phones and Other Recording Equipment

- A. MBUs shall be notified in advance when video cameras or other recording equipment is installed in a work place. A sign indicating the facility has video cameras or recording equipment for security reasons shall be placed at the main entrance to the facility.
- B. If supervisory personnel have reasonable suspicion of possible employee misconduct or illegal activity on the part of an MBU, video recordings may be reviewed and its contents used as evidence to verify or disprove possible employee misconduct. When disciplinary action is being considered, recommended action will be based on totality of the evidence, rather than the video recording(s) in isolation.
- C. Video recordings may be used as part of the evaluation process with the mutual agreement of the evaluator and the MBU. In no circumstances will video recordings of MBUs be used as part of an evaluation without the MBU's advance knowledge and written consent.
- D. Notwithstanding the above, the district will pursue any unlawful act which is shown on a video recording. The district may also investigate any unethical act shown on a video recording and may discipline if violations are supported by other evidence.

III.9 Lesson Plans

- A. All MBUs will create lesson plans. Lesson plans will contain the lesson goal or objective, activities, means of assessment, and applicable ESOL strategies and State Standards.
 - 1. If ESOL strategies or State Standards are currently in textbooks, district pacing guides, or other instructional materials, then they will not be required to be listed within the lesson plan.
 - 2. When listing ESOL strategies or State Standards, only the reference number needs to be listed in lesson plans.
- B. MBUs with Category II contract status will be required to submit lesson plans upon request of administration no more than once per month, unless documentation exists in evaluations that prior lesson planning has been insufficient.
- C. MBUs with Category I contract status will be required to submit lesson plans upon request of administration no more than on a biweekly basis, unless documentation exists in evaluations that prior lesson planning has been insufficient.
- D. If electronic submission of lesson plans is required, MBUs have the choice of creating lesson plans in a lesson plan book using paper and pencil or using any computer program readily available in the District, e.g. Excel, Word, eSembler, etc. MBUs creating lesson plans within a lesson plan book will be provided access to a scanner or copier with scanning capabilities, connected to a computer, for converting these written lesson plans into an electronic format for submission.
- E. MBUs are guaranteed access to a computer with programs installed for lesson plan preparation to use during their planning time during the student day.
- F. The computers of MBUs will be linked with a working school printer or copier for the purpose of printing off hard copies of lesson plans for use in the classroom. If the computer of an MBU is not linked, then the District will provide a flash drive on which the MBU can save lesson plans to print on a net-worked printer or copier.
- G. Training opportunities during the contract day will be provided to MBUs on proper use of a scanner or for lesson plan preparation using the electronic grading program.
- H. Administrators must provide feedback to the MBU on submitted lesson plans within ten (10) days from the date of submission.
- I. Teachers will be required to have lesson plans prepared one (1) school week in advance. These plans will be ready the first morning of the week the lesson plans are to be implemented.

ARTICLE IV –TEACHER EVALUATION

IV.1 Authority and Purpose

- A. The parties agree that the State has directed specific action in the area of teacher evaluation in the Student Success Act, Chapter 2011-1, Laws of Florida, Florida Law pertaining to teacher evaluation will take effect during the 2011-2012 school year.

IV.2 Overview

- A. The parties will separately bargain and approve the evaluation instrument(s) to be used in the Teacher Evaluation Program (TEP) and the TEP shall be a part of the District Procedure Manual for Teacher Evaluation (the TEP Manual), and the TEP Manual shall also be separately bargained.
- B. The TEP Manual shall contain the procedures by which MBU's shall be evaluated and scored. The TEP and TEP manual are incorporated herein by reference.
- C. It is the intent that reference to the TEP and TEP Manual will avoid unnecessary technical assessment detail being included in this Agreement.
- D. Negotiations of the TEP Manual may occur at any time due to legislative changes, or by mutual consent of the parties.
- E. Domain Weights
The Marzano observation protocol is comprised of four (4) Domains. Points earned in each Domain will be weighted as indicated for calculation of the overall instructional practice portion of the summative rating.
 - 1. Domain 1: Classroom Strategies and Behaviors - 60%
 - 2. Domain 2: Planning and Preparing – 24%
 - 3. Domain 3: Reflecting on Teaching – 8%
 - 4. Domain 4: Collegiality and Professionalism – 8%
- F. Value Added/Student Learning Growth/Gain Data.
 - 1. The summative rating for each MBU will be 50% derived from the Instructional Practice Score (IPS), and 50% derived from the Student Performance Score measure listed in the TEP Manual for the

MBU. For classroom teachers, such measures shall only be based on students assigned to the MBU.

2. In the event that state statute is altered to no longer require the use of VAM scores or any other measure or indicator of student learning growth as part of employees' performance evaluations, performance evaluations for all teachers will be solely based on the Instructional Practice Score.
 1. In the event of any other changes to state statute with regard to teacher performance evaluations, the parties will immediately enter into negotiations on the impact of those changes.

IV.3 General Rules

1. A TEP Committee of four (2 selected by IRCEA and 2 selected by the District) will meet regularly to recommend to the Association and the Board the following:
 - a. The percentage used for calculating the Instructional Practice summative rating.
 - b. An option to narrow the focus of the Summative Evaluation by selecting two (2) to three (3) design questions in Domain 1, in addition to Design question one (1). Domains 2, 3, and 4 will remain as presented.
 - c. Any changes to the TEP Manual.
 - d. Any recommendations of the committee must be negotiated between the parties.
2. The use of the Marzano protocols (State Model) will be implemented with the following changes:
 - a. Striking (deleting) the student interview questions.
 - b. Striking (deleting) any boxes on the form and substituting with bullets.
 - c. After each Teacher Evidence title the following will be included: (list of examples; not a checklist)
 - d. After each Student Evidence title the following will be included: (questions may be asked by the TEACHER only to further demonstrate evidences)

IV.4 Timeline Status	Component	Quantity	Timeline
Category I and II Teachers	Formative Conference	1	October 15
Category I Teacher	Formal Observation – including pre-observation conference, observation and post-observation conference – must be scheduled	2	Complete 1 formal observation by Dec. 9 Complete 1 formal observation by May 15
Category I Teacher	Informal Observation – at least 10 minutes in length – can be announced or unannounced	4	At least 2 per semester
Category II Teacher	Formal Observation – including pre-observation conference, observation and post-observation conference – must be scheduled	1-2	Complete 1 formal observation by Dec. 9 Complete 1 formal observation by May 15
Category II Teacher	Informal Observation – at least 10 minutes in length – can be announced or unannounced	2-4	At least one in each semester
Category I and II Teacher	Evaluation Conference	1	By May 25

- A. Additional observations beyond the quantities specified above may be initiated by the MBU or the evaluator. Such observations shall occur within a mutually agreed upon timeframe.
- B. When an MBU receives a score of “Developing,” “Beginning,” or “Not Using” on a Marzano element, a period of five (5) days following receipt of written feedback on the observation shall elapse before a subsequent

observation is conducted. This provision may be waived with written consent of the MBU. The MBU is encouraged to consult with and notify the Association in this event.

- C. During the post conference following the first semester Formal Observation, the MBU and evaluator will mutually agree whether the MBU will have a second Formal Observation or two additional Informational Observations. In the case where the parties are unable to reach mutual agreement, a second Formal Observation shall occur.

IV.5 Definitions of Components

Formative Conference – scheduled in advance with the MBU	<ul style="list-style-type: none"> • Individual overview of evaluation procedure • Goal setting • Review of forms • Review of electronic data components of evaluation system • Identifying category of MBU (Category I or II teacher) • Selection of Deliberate Practice elements will consist of teacher selection, with mutual agreement
Formal Observation – mutually scheduled	<ul style="list-style-type: none"> • 30 minutes or one class period, whichever is greater • Scheduled pre-observation conference • Scheduled post-observation conference • Used for annual evaluation • Written feedback • Observer gathers evidence regarding classroom instructional practices and behaviors
Informal Observation – announced or unannounced	<ul style="list-style-type: none"> • At least 10 minutes in length • Used for annual evaluation • Written feedback • Observer gathers evidence regarding classroom instructional practices and behavior
Evaluation Conference – scheduled in advance with the MBU	<ul style="list-style-type: none"> • Individual overview of performance • Finalizing the evaluation • Signing the forms • Presentation of teacher artifacts and evidences of value added measures

- A. Scheduling Observations and Conferences
 If pre or post conferences are canceled due to an emergency, they shall be re-scheduled for a time that is as close to the originally scheduled time as possible. If the formal observation is canceled due to an emergency, the formal observation will be rescheduled. A new pre-conference may be rescheduled if deemed necessary by the teacher or the evaluating administrator.
- B. All observations must be conducted openly.

IV.6 Procedure

- A. Criteria
1. Evaluations shall be based on observations made by the principal or assigned observing administrator and shall include at a minimum deliberate practice and teaching strategies, and duties and responsibilities of the MBU as outlined in the TEP.
 2. One administrator will be assigned ~~by the principal~~ to each MBU for the Formal and Informal observations.
 3. Any artifact(s) presented by the MBU to their evaluator to support an element that has already been scored, shall be accepted and may be utilized, providing that the artifact(s) is presented by the MBU within twenty-one (21) working days after the Formal Post Conference. If the artifact is not used to change a score, upon request, a written explanation will be provided to the MBU.
- B. Evaluation criteria shall be made known to the MBU, in addition to identifying and documenting the category (Category I or II) of the MBU by September 30th of each year. MBUs hired after September 30th shall be informed

of the evaluation criteria/procedures before their assignment begins. This shall include an explanation and discussion of the criteria and the evaluation process.

C. Evaluators

1. Evaluation procedures for assessing the performance of duties and responsibilities of MBUs are functions and responsibilities of the administration.
2. Upon written request by a MBU, the same administrator shall not evaluate the MBU for more than three (3) consecutive years.
3. The evaluating administrator must submit written feedback to the MBU no later than five (5) student days after each observation takes place.
 - a. The MBU will be notified by e-mail each time an observation has been modified within the teacher evaluation electronic scoring program (For example; FASTe, iObservation, etc.).
 - b. In the event that the MBU receives a score of "Developing," "Beginning," or "Not Using" on a Marzano element, written feedback for that element shall be provided. When such scores are within Domain 1, the written feedback will include a specific description of what was observed that resulted in the low score, and specific suggestions as to how the MBU should perform differently in order to receive a higher score.
4. In matters of due process a second evaluator shall also conduct multiple observations of the MBU to be included within the evaluation, and considered within due process considerations.
5. The evaluating administrator is required to sign and date the formative conference and summative rating forms. The pre-observation conference form and reflection conference form shall be completed together by the administrator and teacher during the pre-observation conference and reflection conference, respectively.
6. The only evaluative document to be placed in the personnel files housed in the District office will be the summative rating form.
7. Any and all documents pertaining to the evaluation of the employee will be kept confidential and exempt from provisions of s. 119.07(1) until the end of the school year immediately following the school year in which the evaluation was made. The Board will comply with state statute in regard to evaluations and public access.
8. The evaluator shall be trained in the evaluation tool.

D. Members of the Bargaining Unit

1. MBUs are entitled to an evaluation which is fair, equitable and impartial. Any MBU who can document evidence to prove that any portion of their evaluation is biased, unfair, retaliatory in nature or procedurally incorrect, may file a grievance pursuant to Article XVII of this Agreement. The timeline for initiating the Informal Discussion set forth in Article XVII.5.A shall not begin until the MBU's receipt of their summative evaluation rating; this does not preclude the MBU from filing a grievance prior to receiving their summative evaluation rating.
2. The MBU is required to sign and date the formative conference form and the summative rating form.
3. At the formative conference and the summative conference, the MBU will provide artifacts of deliberate practice have occurred throughout the year. Examples of artifacts may include but are not limited to observations, conferences, plan book, grade book, parent contacts, student products, and peer collaborations.
4. The signature of the MBU being evaluated on the summative rating form does not necessarily indicate agreement. When there is a point of difference, the MBU shall be given the opportunity to write a letter of rebuttal, which will become a permanent part of his or her personnel file.
5. Any data collected for evaluative purposes will be dated, stored and readily accessible to an MBU for the current evaluation year.

E. Assessment

1. Roster verification. Any MBU whose Student Performance Score is calculated from a non-VAM assessment who can provide documentation that a student has accumulated absences totaling more than 10% of instructional time between the first student day of the school year and the first date that the assessment used to calculate the MBU's Student Performance Score is administered shall, upon request, have the student removed from their roster for the purposes of calculating their Student Performance Score.
2. The results of a student's performance on any district-required local assessment or benchmark assessment used for evaluations must be provided to the student's teachers through a student information system no later than 30 days after such assessment is administered.

F. Levels of Performance

Not Using 0	Beginning 1	Developing 2	Applying 3	Innovating 4
Strategy is called for but not exhibited.	Strategy is used incorrectly, or with parts missing.	Strategy is used correctly, but the desired effect.	Strategy is used correctly and monitored for evidence of the extent to which the	Strategy is adapted and created for unique student needs and situations in order for the

			majority of the students display.	desired effect to be evident in all students.
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IV.7 Outcome of Final Evaluation

- A. Any annual contract MBU who receives a Highly Effective or Effective score on the TEP (Teacher Evaluation Program) will be renewed; except in the case of budgetary constraints. This provision shall not apply to MBUs who receive a suspension as a result of disciplinary action during the term of their contract.
- B. A summative evaluation rating of "Needs Improvement" or "Unsatisfactory" in 2013-2014 shall not be used to establish just cause for suspension or termination.
- C. For the 2014-2015 school year, MBUs with an Unsatisfactory or Needs Improvement summative evaluation and an IPS score of Effective or Highly Effective, shall not have their summative evaluation used as just cause for suspension or termination.

IV.8 Pay for Performance

- A. MBUs holding a PSC or CC who decide to participate in the performance pay system must acknowledge in writing with the MBU's signature that they permanently forfeit their right to PSC or CC contract status.

ARTICLE V – EMPLOYEE DISCIPLINE

V.1 Discipline Defined

- A. Discipline of a MBU shall be progressive. Progression shall be as follows: documented verbal warning presented in conference with the MBU, letter of reprimand, suspension, termination. Serious first offenses may result in an immediate, strong consequence up to and including termination.
- B. Members are entitled to due process prior to any decisions regarding discipline.
- C. An impartial investigation shall be conducted.
- D. Discipline shall be justifiable and reasonably related to the extent of the offense.
- E. Discipline shall be administered fairly and objectively.

V.2 Procedures

- A. The MBU has the right to have a representative present during any type of disciplinary procedure. When a request for such representation has been made, no action shall be taken with respect to the MBU until such representative shall have a reasonable opportunity to be present.
- B. No reprimand or discipline shall be discussed by the administrator(s), MBU, or representative involved in the presence of students, parents, or employees not involved in the events giving rise to such reprimand or discipline, provided this shall not preclude such discussion as is necessary to establish the facts or to process such reprimand or discipline to the School Board, and provided such shall not preclude the MBU and/or representative discussing the same with appropriate Union officials.
- C. Any disciplinary action taken against a MBU based on a complaint by a parent or student shall be limited to informal action unless the matter is first reported to the MBU in writing. Formal disciplinary action resulting from such complaint shall be limited to those matters, which have been reported to the MBU in writing.
- D. The Board and Association understand that the administration may need to discipline a member of the bargaining unit. During any type of disciplinary procedure, both the principal/designee and MBU shall behave in a professional manner that promotes communication and understanding. MBUs shall be given copies of any materials and/or documents used during the disciplinary procedure and the opportunity to include a written statement on his/her behalf before any record of the discipline is placed in the member's file. The member shall be notified if any other material related to the subject of discipline is to be placed in his/her file, provided a copy of the material and given the right to respond.
- E. A complaint, against an employee who is a MBU, which is lodged by a parent, student, or other individual, will only be included in the member's personnel file if the complaint is placed in writing and signed by the person lodging the complaint and the member is provided with information about the complaint. The member shall be given the opportunity to file his/her explanation with the complaint prior to any action.

ARTICLE VI – TRANSFERS, ASSIGNMENTS, PROMOTIONS

VI.1 Transfers

- A. General Provisions
 - 1. A transfer shall mean the movement of the employee to a different school or worksite.
 - 2. The Board and the Association acknowledge that the authority to make transfers rests with the Board upon the recommendation of the Superintendent. When transfers are made, they shall be made in what is considered to be in the best interest of the district instructional program as determined by the principal, superintendent and Board. MBU requests for transfers will be taken under consideration.
 - 3. Vacancies within the district will be publicized using the online application system. Such postings shall be made at least five (5) days before the vacancy is to be filled. Interviews for the position shall be held within two (2) weeks following the closing of the posted position.
- B. Voluntary Transfers
 - 1. A voluntary transfer shall mean an employee initiated transfer.
 - 2. Request for transfers from one school to another school shall be initiated by the MBU using the "internal applicant" function of the online application system. . Transfer requests shall be viewable to the principals.
 - 3. After July 15, notice of a transfer request shall be made known to the MBU's principal and to the principal(s) of the school(s) involved in the transfer request. If a member's principal denies a request for transfer during the school year, the principal will notify the superintendent. Members are not required to have the principal's permission at their current worksite when a voluntary transfer is sought during the summer months.
 - a. Transfers between schools after July 15 will be made only when the efficient operation of the school system is contingent upon the transfer.
 - b. Members recommended by the Superintendent for transfer shall be given notice as soon as possible. All requests for transfers, in this section shall be made by consultation between the Executive Director of Human Resource and the member. However, nothing in this section shall prohibit the MBU from discussing a possible transfer with the principal(s) of the school(s) in which an interest is shown.
 - c. In instances where a requested transfer is not granted, the employee may request a conference with the Executive Director of Human Resource, for the purpose of reviewing the decision.
 - 4. No assignments of new MBUs to positions in the school district shall be made until all MBUs desiring a reassignment or transfer to that position have been given an opportunity to apply. All qualifications being essentially equal (certification, NCLB standards, advanced degrees, etc.), years of experience in the district will be the primary factor in making voluntary transfers.
 - 5. No voluntary transfer will take place before the input of the receiving principal is considered.
- C. Involuntary Transfers
 - 1. An involuntary transfer shall mean an employer initiated transfer of an employee to a different school or worksite than the one where the employee is currently working.
 - 2. When an involuntary transfer of an employee within the system is necessary, criteria to be used shall be principal recommendations, qualifications, evaluations, seniority and certification. When involuntary transfers are necessary, lists of positions in other schools shall be made available to all members being transferred, and their interest in a particular position will be considered. The requests for voluntary transfers shall be considered before involuntary transfers are implemented.
 - 3. The salary of an individual, excluding supplements and contract variations, shall not be reduced.
 - 4. Involuntary transfer shall not be used as a punitive measure.
 - 5. When an involuntary transfer is initiated due to changes in student enrollment, voluntary transfer requests from the exiting school to the receiving school shall be given first consideration.

VI.2 Assignments

- A. An assignment or re-assignment within a school is the responsibility of the principal. Consideration will be given to the member's wishes and will be in the best interests of the educational processes. A reassignment shall mean a change in assignment, i.e. subject area, grade level or work responsibility, for an employee within a school or worksite.
- B. Principals will, whenever possible, make assignments "in-field". This statement, however, shall not be interpreted to either mean that a class will be denied students because a member is not available who has this subject on his/her certificate and/or that full time members will be permitted to carry less than a full teaching load.
 - 1. Members will be required to maintain all subjects covered on their certificates at the time of their employment throughout their tenure in the district.
 - 2. When there are not sufficient numbers of periods in a specific area where a member is certified, the workday and pay may be reduced proportionately to the number of periods the member is assigned "in-field", if the member is inadequately prepared to accept an "out-of-field" assignment.

3. No MBU will be required to obtain certification for a subject area reassignment unless the District has no other currently employed MBU who is certified for the position or no other applicants who are certified for the position. In the event that the MBU must be assigned to teach "out of field", the District agrees to pay the cost for that MBU to take the subject area exam one time. In the event that a subject area exam is not offered in that subject, the District agrees to assist that MBU in obtaining certification through the Staff Development Office.
- C. Assignments for summer school, adult evening school, or other similar programs of the school district conducted other than during the normal school day, shall be filled with the best-qualified, available applicants. Fully certified personnel shall be given first consideration. Consideration shall be given to the number of years of experience the applicant has had in teaching a specific subject and tenure in the school district. This shall not, however, disqualify applicants who possess special skills, knowledge, and competencies required in the special program provided. Electronic applications for summer school should be submitted prior to the posted summer school application deadline.
- D. When a vacancy occurs in a teaching assignment during the school year, due to resignation, retirement or termination of the MBU, the principal and the Human Resource Administrator(s) shall recommend the best-qualified applicant to fill this vacancy. Applicants who are fully certified shall be given first consideration. This employee shall be placed at the appropriate step on the approved salary schedule.
- E. If a vacancy occurs after July 15, the Superintendent may waive the five day posting period in an effort to place teachers in the classroom prior to the start of school.

VI.3 Promotions

- A. The Board and the Association acknowledge that the authority to make promotions rests with the Board upon the recommendation of the Superintendent. When promotions are made, they shall be made in what is considered to be in the best interest of the district instructional program as determined by the Superintendent and Board. A member's requests for promotion will be taken into consideration. A promotion shall be defined as movement from a position within the instructional bargaining unit to an administrative position.
- B. Vacancies for professional positions, which are promotions, will be publicized by using the online application system with a copy e-mailed to the Association. Requirements for the position will be included in the notice and the duties and responsibilities as approved will be available in the Human Resource Department.
- C. Eligibility
 1. To be eligible for a promotion, a member of the bargaining unit must successfully complete the School District of Indian River County's professional development program. Successful completion will result in the MBUs inclusion into the eligibility pool.
 2. A candidate for the professional development program should be working towards or have attained certification in Administration and Supervision, Educational Leadership, or possess a Master's Degree or higher with a graduate major in School Administration. The candidate should also have three (3) years of full-time teaching experience. The candidate must declare interest in administrative position vacancies in Indian River County.
 3. All information concerning this process for the professional development program is available in the office of the Superintendent.

VI.4 Assignment of Non-MBUs to Bargaining Unit Positions

- A. Once a bargaining unit position has been posted within applicable timeframes, SDIRC may assign a non-MBU employee to an IRCEA represented position, so long as the employee meets the minimum qualifications for the position.

ARTICLE VII – REDUCTION IN PERSONNEL

VII.1 Layoff Procedures

- A. The Board and Superintendent are legally charged with the responsibility of staffing the instructional services provided by the Board. It is recognized that occasions may arise when it is necessary to reduce services. When this occurs, the Superintendent and his staff will analyze the total school program and services provided, including but not limited to personnel, in order to make recommendations to the School Board. When instructional personnel are to be affected by a reduction in the number of teaching positions, the Association shall be notified by the Superintendent or his designee. The following procedures shall be used when reducing instructional personnel:
 1. The School Board will determine the order of a workforce reduction based on the educational program needs and the performance evaluations of employees. Seniority will not be a factor in determining the order of employees to be reduced. The School Board shall first determine the education programs that will be

affected by the reduction in force. Within the programs targeted for reduction, the employee with the lowest performance evaluation, in the current and immediately preceding school year, will be the first to be released; the employee with the next lowest performance evaluation will be the next to be released; and the reductions shall continue in like manner until the needed number of reductions has occurred. The Board and the IRCEA recognize the right of the principal to recommend personnel he/she feels is best qualified for meeting the curricular needs of the school and the right of the School Board to determine the overall educational program needs of the district.

VII.2 Recall

- A. The following procedures shall be used when recalling instructional personnel.
 - 1. All instructional personnel affected by a reduction as specified in Section A shall be given every consideration until the first day of school for MBUs in the event vacancies occur, provided the MBUs are fully certified for the position which is vacant.
 - 2. MBUs shall be recalled in reverse order of Article VII.1.A. Recall shall be based on who is best qualified for the individual position due to evaluation data, certification, experience, references, and other relevant factors. MBUs shall notify the Human Resources Department in writing, within seven (7) days of the receipt of a certified, return receipt requested letter of recall a MBU shall notify the Human Resource Department in writing whether he/she shall accept employment. Failure to respond to the letter of recall or to accept the position within the time required automatically terminates the MBU's right of recall. The MBU is responsible for maintaining a current mailing address and telephone number in the Human Resource Department at all times for purposes of this section. The letter shall be mailed to the MBU at said address by certified mail, return receipt requested.
 - 3. No benefits shall accrue to individuals who are waiting to fill vacancies.

ARTICLE VIII – TEACHER AUTHORITY AND PROTECTION

VIII.1 Student Discipline

- A. MBUs may impose customary classroom discipline where necessary in the case of minor infractions (which must be documented on the classroom incident report) and may use such force as necessary to protect himself/herself from attack, or to prevent injury to another student.
- B. Normal classroom management and student behavior modification are the responsibility of the classroom teacher. However, there may be times when the teacher needs to send or take a student to the principal's office in order to maintain effective discipline in the classroom. During these instances it is the principal's responsibility to take the necessary steps and apply the appropriate discipline. A teacher may send a student to the principal's office to maintain effective discipline in the classroom and, using the online discipline referral (CIR and ODR), may recommend an appropriate consequence consistent with the student code of conduct under §1006.07. The principal shall respond by employing the teacher's recommended consequence or a more serious disciplinary action if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action using the student code of conduct matrix.
- C. Pursuant to F.S. 1003.32, the school principal shall fully support the authority of each teacher to remove disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students from the classroom and, when appropriate and available, recommend placement for such students in an alternative educational setting. The teacher has the authority not to take back the student who was removed until the placement review is held.

VIII.2 Determination of Student Grades

- A. It shall be the responsibility of MBU's to determine grades and evaluate students in accordance with the grading regulations and procedures established by the School District of Indian River County as provided for in School Board Rules.

VIII.3 Exceptional Student Referral

- A. A student referred for exceptional education shall be tested and staffed within 45 working days from the date the completed referral is logged in with the Student Service Department.

VIII.4 Assault and/or Battery Against an MBU

- A. Any case of assault and/or battery upon an MBU in the line of duty shall be reported to the principal or immediate supervisor who shall report the incident to the Superintendent.
- B. The MBU may pursue whatever legal recourse is available without restraint by the Board or its representatives.

VIII.5 Legal Consultation Rights

- A. Any member of the bargaining unit, who is involved in litigation as a result of pursuit of his assigned responsibilities in the name of the Board, shall be provided legal consultation to advise the member of his/her rights and obligations and render assistance in connection with handling the incident by law enforcement and judicial authorities. (Section 768.28(9)(a))

VIII.6 Damaged Property Restitution

- A. When property under the control and supervision of an MBU is lost, damaged or destroyed, the Board will attempt to secure restitution provided the item is covered by the present five thousand dollar (\$5,000) deductible policy.
- B. In case of loss or theft by negligence or willful damage to school property by a member of the bargaining unit, the user or person responsible for the damage shall be responsible for the replacement of the property or for payment of damages in accordance with the true value as determined by the Superintendent.

VIII.7 Availability of School Board Rules

- A. The Board agrees that a copy of current School Board rules and regulations will be accessible on the website.

VIII.8 Faculty Lounge

- A. A faculty lounge shall be provided at each school site for MBUs in an area free from students. The faculty lounge at each school site shall be posted "Staff Only."

VIII.9 Teacher as Acting Principal

- A. Any member who is designated as acting principal shall have, during the time the designee assumes responsibility in the absence of the principal, the same protection and authority as the principal in order to maintain effective operation of the school. Any MBU who is designated acting principal will be replaced in the classroom by a substitute approved by the MBU.

ARTICLE IX – ACADEMIC FREEDOM

IX.1 Academic Freedom Recognition

- A. The Board and the Association acknowledge the right of the Board to determine the courses of study and the instructional materials and aids used to implement the instructional program. The Board agrees to continue its practice of involving members of the Association and persons eligible to be members of the Association in the revision of the courses of study and in the selection of textbooks. The Association agrees that members of the bargaining unit who accept these responsibilities shall attend the meetings and fulfill all assignments required of committee members.
- B. The responsibility and right of a member of the instructional staff to present information of a controversial nature is hereby recognized. The MBU shall refrain from presenting controversial materials or issues, which are not directly related to the subject area taught.
- C. In presenting controversial materials or issues, the MBU shall present all sides of the question without bias or prejudice, and instructional material introduced for the first time must have been evaluated in accordance with state and local textbook procedures. These evaluations shall be maintained in the office of the principal or the appropriate supervisor.

ARTICLE X – PROFESSIONAL ISSUES

X.1 Calendar Committee

- A. The Board has the legal responsibility for establishing a calendar for instructional personnel. The Board agrees to permit the Association to have representatives on the committee, which recommends a calendar to the superintendent for instructional personnel. SDIRC will commence the instructional calendar committee during the month of October each year.

X.2 Class Size

- A. The Board and the Association recognize that the instructional program is influenced by class size and the ratio of adults to students working directly in the instructional program. Class size shall be maintained as per Florida Statutes.

X.3 Peer Teacher Assignments

- A. No MBU shall be assigned a beginning teacher unless:
 - 1. The MBU has satisfactorily completed or shall complete the Peer Teacher Training Program or the equivalent as provided by the School Board.
 - 2. The MBU possesses a minimum of three years with an Effective or Highly Effective evaluation, -at least one year of which was served in Indian River County.
- B. The MBU should hold certification in the assigned teaching area of the beginning teacher, unless there is no MBU so certified.
- C. The MBU voluntarily accepts the Peer Teacher Assignment, but if no one volunteers, the principal may assign that duty.

X.4 Student and Intern Assignments

- A. Assignment of an intern or student teacher to a supervisory teacher shall be made only with voluntary consent of the supervisory teacher.
- B. A teacher shall be assigned no more than one (1) intern and/or student teacher per school year.
- C. Assignments of interns or student teachers will be made so that the intern will be working with the teacher in the intern's major area of study and at the appropriate grade level.
- D. The selected supervisory teacher, through the principal, will inform the intern in advance as to the type of program in which he/she will be involved.
- E. Any remuneration received by the supervisory teacher from the intern's college shall be retained by the supervisory teacher and reported to the Superintendent.
- F. When "Supervision of Interns" is a part of the approved in-service program, in-service points will be awarded for this function when the MBU performs all required procedures.

X.5 Administrator Survey Evaluation

- A. The SDIRC and IRCEA have agreed to form a committee comprised of four (4) teachers and four (4) administrators to jointly develop a survey instrument, which will allow teachers to provide feedback on the performance of their principal and/or other administrators at their school or worksite on an annual basis. The IRCEA president will name the four (4) teachers to the committee.

X.6 Critical Teacher Shortage Areas

- A. Economic incentives may be considered as needed to recruit teachers in identified areas. Any agreement regarding economic incentives to recruit and retain teachers in identified areas will be negotiated.

X.7 District and School Budgets

- A. The Board and the Association will establish a budget committee to review possible savings relative to the budget each year. Recommendations to the budget committee will be submitted to the Superintendent. The Association shall appoint representation to the committee. The committee will meet on a regular basis, as needed.
- B. If principals are required to reduce school budgets, they shall confer with grade chair or department chair, and faculty council concerning the reductions. The chair shall in turn confer with the teachers they represent.

X.8 Southern Association of Colleges and Schools

- A. The Board and the Association recognize that participation in Southern Association of Colleges and Schools evaluation may result in professional growth for the individuals involved. To the extent possible, the Board will attempt to have this participation shared as widely as possible and practicable.

X.9 Job Sharing

- A. Job sharing shall refer to two (2) employees voluntarily sharing one (1) fulltime position. A list of employees interested in job sharing shall be available in the Human Resource Department.
- B. A written agreement will be signed by the two MBU's and the principal(s) thirty (30) days prior to any given semester of the intent to share a position.
- C. It is understood that ~~only~~ each of the MBU's may receive benefits during the duration of the job sharing agreement but the Board Contribution shall be pro-rata based on each MBU's FTE.
- D. The agreement drafted by the job sharing participants shall include the following:
 - 1. How days/time shall be split
 - 2. Both MBUs understand the out-of-field requirement, if it applies
 - 3. Each MBU and the principal will jointly agree on a Professional Development Plan and Parent Conference Schedules
 - 4. All benefits to be accrued proportionate to time worked
 - 5. Site based administrator(s) approval

X.10 School Handbooks

- A. Information contained in school handbooks will not be in conflict with this Agreement. To the extent that language in these handbooks conflict with a negotiated collective bargaining agreement, the agreement prevails.
- B. A job description for department head, (i.e., team leader, department chair, or grade level chair) will be listed in each school's handbook. A description of the selection process for these positions will be listed as well. Principals are obligated to follow the stated criteria for assignment of personnel to these positions.

X.11 Health Insurance Committee

- A. The Board and the Association will establish an insurance committee to work cooperatively to maintain the best possible health insurance benefits. IRCEA will appoint 4 MBUs to the committee. Changes in health insurance benefits/plan will be negotiated. An IRCEA committee representative will be invited to be included in any Health Insurance Committee presentation of information regarding insurance committee recommendations at board meetings and workshops.

X.12 Lesson Plans and Grading Procedures During Extended Absence

- A. While on extended leave, teachers will not be required to provide lesson plans, grade papers, or enter student grades beyond the first five consecutive days of absence. For the purpose of this section, extended leave shall be defined as leave beyond five (5) workdays.

ARTICLE XI – FACULTY COUNCIL

XI.1 Composition and Selection

- A. Faculty representatives shall be established in each school through Faculty Council consisting of elected members of the faculty. The council shall be comprised of 10% of the instructional personnel at each school, but shall be no fewer than five (5) members.

- B. Faculty Council members shall be elected at a general faculty by September of each year. Any MBU is eligible to vote for and serve on the Faculty Council.

XI.2 Function and Meetings

- A. The Faculty Council will be advisory and meet regularly (at least once a month) to discuss items of concern.

ARTICLE XII – SYSTEM-WIDE INSTRUCTIONAL COUNCIL

XII.1 Purpose

- A. A Council shall be created to advise the Superintendent on matters pertaining to improvements of the system-wide instructional program. The Council may consider, but not be limited to, advising on proposed change in areas such as philosophy and goals, needs assessment, courses of study and/or curriculum guides, instructional materials selection, teaching strategies, organizational patterns, assessment programs, student evaluation and progress reporting, research and development, and educational specifications for facilities.

XII.2 Composition and Guidelines

- A. Council membership shall consist of one (1) representative from each school Faculty Council and five (5) administrators appointed by the Superintendent. If a school does not have a Faculty Council, the faculty will elect one (1) representative.
- B. The Council shall elect a chairperson from among its members.
- C. The Board shall agree to provide reasonable clerical assistance and substitutes for teachers when meetings are held during the student day. The Superintendent shall be responsible for scheduling meetings and approving the employment of the substitute.
- D. Meetings will be held at least quarterly providing one or more agenda items have been identified.
- E. The council may request the services of persons with specialized expertise for information and recommendations as necessary.
- F. Recommendations of the System Wide Instructional Council will be submitted to the Superintendent.

ARTICLE XIII – PROFESSIONAL DEVELOPMENT

XIII.1 Purpose and General Guidelines

- A. Purpose
 - 1. The purpose of professional development is to encourage appropriate staff development through in-service training, digital learning opportunities, professional learning communities, job-embedded opportunities, instructional rounds, university courses, district in-service workshops, out-of-county training programs, and/or other training provided to improve skills and increase knowledge. The training should develop professional and personal potential, a life-long learning spirit, increase knowledge and improve educational/ occupational skills of employees.
- B. Participation in in-service activities is required when provided within the regular work schedule. Participation in in-service activities outside of the contract day or at other times is optional.
 - 1. Assignment to in-service activities during the regular workday shall be made by the principal or supervisor for that related area.
 - 2. MBU preferences and department/grade level chair recommendations will be considered when making assignments to in-service activities.
 - 3. One-and-a-half of the pre-planning days, or its equivalent, shall be designated as an in-service day. The remaining pre-planning days shall be identified as teacher workdays to be used at the MBU's discretion with a maximum of three hours designated for and posted as student orientation.
 - 4. An additional one-half (1/2) of a teacher workday each semester, other than workdays designated as pre-planning or post-planning workdays, may also be designated for in-service activities.
- C. MBUs who have been assigned involuntary, non-paid participation in one or more in-service activities which occur outside of the regular work day as a result of that teacher receiving an "unsatisfactory" or "needs improvement" on an evaluation shall have the option of either accepting the assignment or of appealing the assignment.

1. If the MBU chooses to appeal, the principal shall form a committee. The committee shall be composed of two administrators, one chosen by the MBU and one chosen by the principal and also composed of two teachers one chosen by the MBU and one chosen by the principal.
 2. A majority of the committee must rule that the mandated in-service has been appropriately assigned in order for the MBU to be compelled to take that particular in-service on an unpaid basis outside of the normal working hours.
 3. If a majority of the committee does not rule that the in-service(s) should be mandated on an unpaid basis outside of the normal working hours, then the in-service(s) should either be provided within normal working hours, or the MBU must be paid at the curriculum rate for attending the in-service(s.)
- D. No MBU shall be pressured by school or District administration to attend any professional development/in-service training designated as voluntary training.

XIII.2 Recognition of Training

- A. The staff development office will recognize and approve appropriate training for all personnel. Appropriate training includes digital learning opportunities, professional learning communities, job-embedded opportunities, instructional rounds, college courses, District in-service workshops, out-of-county training, and other training provided to improve skills, increase knowledge or comply with statutory requirements.

XIII.3 In-Service and/or Professional Development Credit

- A. Approval of training activities is recorded under the most appropriate Master In-service Plan component number and title, not the actual title of the workshop. It is the responsibility of the facilitator/consultant to gather the evidence that the participant successfully completed an in-service activity.
- B. Eighty percent (80%) participation and demonstration of increase competency are required on all professional development activities, i.e., a participant must attend eighty percent of the activity and successfully complete the course in order to receive any in-service points.
- C. Awarding of In-service Points
1. Points will be awarded for college credit and/or occupational training relevant to teaching assignment. Determination of whether the college course is relevant shall be made by the Professional Development Department. If an MBU disagrees with a denial by the Professional Development Department, the matter may be reviewed for re-consideration by the Assistant Superintendent for Human Resources. Such determination shall be final. One credit hour of a college course is equivalent to 20 in-service points.
 2. One full day attendance at a conference or educational travel is equivalent to a minimum of 6-hours of in-service points. Extended day activities could accrue additional in-service points.
 3. Points may be combined with college or equivalent credits only when course work has been approved prior to the first class meeting or the beginning of the term in the event of an independent study course.
- D. One in-service point is equivalent to one hour of approved training. In-service components may be offered in a series of one hour blocks.
- E. One hundred and twenty (120) in-service points are required during a five-year validity period for renewal of a professional certificate.
- F. Upon request by the MBU the district will furnish an updated record of completed in-service credit and total points banked. This record shall be provided no later than one calendar month from the initial request.
- G. Although individual in-service records are entered into the database, it is the responsibility of the participant to notify the Staff Development office if an error occurs during a validity period. It is the responsibility of the Staff Development office to maintain all records needed by MBUs for certification and/or recertification purposes.

XIII.4 Professional Development Plan

- A. Each MBU will develop and implement an individual professional development plan (as per Florida Statute), also known as the Professional Growth Plan (PGP).

XIII.5 National Board Certification

- A. National Board for Professional Teaching Standards (NBPTS)
1. Teachers who are candidates for NBC will be supported in the process by the School District of Indian River County. When an MBU passes five of the National Board areas and chooses to bank these scores, the Board will pay for the retaking of up to five entries each year, with no additional cost to the candidate,

provided the candidate has achieved the score of 2.75 on the five entries. If a candidate does not achieve a score of 2.75 on five entries, the Board will pay for up to five (5) retakes on the condition that the candidate certifies. If the candidate does not certify in year two, future retakes will be at the candidate's own expense.

2. NBC candidates, including those who are banking scores, will be permitted to take up to three (3) personal days for the purpose of studying standards and portfolio preparation. For each personal day taken, the candidate will be permitted to use one temporary duty day to be charged to Staff Development. The total number of days for this purpose are not to exceed three personal days and three temporary duty days. It is recommended that these days are not consecutive. The Building Administrator must approve all days of leave for this purpose.
 3. Each candidate will be eligible for in-service points (up to 120 points.)
 4. Each candidate will have access to available district equipment, and may request assistance from district support personnel based on schedules and availability.
 5. Candidates may use available district facilities and equipment needed to complete the portfolio process.
 6. The NBPTS coordinator will be available to assist in the process.
- B. The NBPTS process will be reviewed annually for any necessary changes.

XIII.6 Educational Research Dissemination

- A. The Indian River County Education Association and the School District of Indian River County agree to collaborate in supporting the implementation of the IRCEA Professional Development Program

XIII.7 English as Second Language (ESOL)

- A. Training
1. The Board will continue to provide professional development opportunities and support through digital learning platforms, face-to-face workshops, and/or third-party professional development opportunities. Reimbursement shall not be provided.

XIII.8 Exceptional Student Education (ESE)

- A. Training
- The Board will continue to provide professional development opportunities toward the required twenty (20) hour ESE certification through digital learning platforms, face-to-face workshops, and/or third party professional development. Reimbursement shall not be provided.

ARTICLE XIV – LEAVES

XIV.1 General Information and Procedures

- A. Leave of Absence
1. A leave of absence is permission granted by the School Board or allowed under its adopted rules for an employee to be absent from duty for a specified period of time with the right to return to employment on the expiration of leave unless the contract has expired. Any absence of an employee from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance and shall be used for the purpose or purposes set forth in the leave application. Any request that leave be granted retroactively will be denied. Leave for sickness or other emergencies may be deemed to be granted in advance. No leave, except military leave, will be granted for a period in excess of one year. Leave may be with or without pay as provided by law, regulations of the state board and these regulations.
 - a. Any absence from duty without leave will break continuity of service for continuing/professional service contract purposes.
 - b. For any absence that is without compensation, the deduction for each absence shall be determined by dividing the annual contract salary by the number of days for the contract period.
- B. When MBUs are injured "in-the-line-of-duty" they shall be directed to a medical facility, which has been designated by the Board to handle injury cases. If the employee desires to utilize the services of his/her own doctor he/she must notify the appropriate department for permission in advance of initial treatment. The request will be so honored to the extent of the Florida Statutes and School Board Policy 8442.
- C. The employee shall be responsible for having written verification of sick leave earned in another school district sent to the Human Resource Office.
- D. Leave Application (in excess of five (5) days)
1. An application for leave shall be in writing and on the form prescribed by the District and shall be directed to the Superintendent or designee. Any application of a MBU shall be submitted to the principal for

acknowledgment, who shall then forward to the superintendent for consideration. If recommended for approval by the Superintendent, the leave request shall be submitted to the School Board with a recommendation of approval, except where authority is granted otherwise for the Superintendent's approval of the leave. Leave granted for a school year or for the remaining part thereof will expire at the end of the school year or the school fiscal year for which such leave is granted. An employee having leave for the year or for the remaining part thereof who plans to return to duty the next school year shall notify the superintendent in writing by March 1 and shall send a copy of such notice to the principal of the school from which the employee took leave.

- a. Leave shall be used for the purpose or purposes set forth in the leave application. An employee who violates the terms of the leave application without filing and having approved an amendment to the leave application to allow the new conditions shall have his/her leave terminated and shall be subject to termination of his/her contract.
- b. A record of all leaves shall be maintained in the MBU's personnel file.

E. Approval of Leaves

1. The following types of leave shall require direct approval of the School Board if approved by the Superintendent:
 - a. Illness-in-line-of-duty leave
 - b. Sabbatical leave
 - c. Any leave which will be for a period covering a full year of contractual service
 - d. Military leave for voluntary military service
 - e. Family Medical Leave
 - f. Medical Leave (extended beyond five (5) consecutive days)
2. The superintendent is authorized to approve or deny all other leaves in accordance with law and the duly adopted rules relating to leaves.
3. The principal or the employees' immediate supervisor is authorized to grant leave under the following conditions:
 - a. Where an emergency exists or a good and justifiable reason is given, the principal or the immediate supervisor may grant leave to a MBU under his/her supervision for a period not to exceed one hour; provided that any such absence on a regular or frequently recurring basis must be approved by the School Board.
 - b. The principal or immediate supervisor shall keep on file in his/her office a written record of the leave request bearing written evidence or his/her approval.
 - c. Such leave shall not be charged against sick leave credit and shall not result in a pay reduction.

F. Absence without Leave

1. Any member of the instructional staff who is willfully absent from duty without leave shall interrupt continuity of service for employee contract purposes and shall forfeit compensation for the time of the absence and his/her contract shall be subject to cancellation.

G. Notification of Absence

1. Any MBU who expects to be absent from duty for any cause shall notify the principal and arrange for a substitute using the electronic system the day before such absence, when possible; but in no circumstance, no later than one hour prior to the opening of school except in an emergency where prior notification is NOT possible. In the event of an emergency the principal or supervisor shall be notified as soon as possible.
2. The notice of absence shall always be in advance of the absence except in cases of emergency.

- H. If a MBU has sufficient paid leave days available, authority is granted for the principal or immediate supervisor to approve sick leave, vacation leave, or personal leave charged to the sick leave balance for not more than five (5) consecutive days.

XIV.2 Paid Leaves

A. Sick Leave

1. Sick leave shall be granted and filed according to the provisions outlined in section 1012.61, F.S.
 - a. A false claim for sick leave shall be deemed cause of cancellation of the contract and for action seeking the revocation of his/her certificate.
 - b. Any employee who is absent because of sick leave for more than five (5) consecutive days should file with the Human Resource Department a written certificate of illness from a licensed physician or other supporting evidence where personal illness is not involved.
 - c. The superintendent may require an employee on sick leave to submit medical certification of ability to resume work prior to authorizing the same to occur.
 - d. Any employee who has used all accrued sick leave but who is otherwise entitled to sick leave shall be granted sick leave without pay consistent with FMLA requirements, Article XIX.3A and School Board

Policy 3430.01. Unpaid sick leave beyond the FMLA period shall be at the discretion of the Superintendent consistent with the best interests of the school district and employee. If recommended, the Superintendent shall present the leave to the School Board for approval. The claim for such sick leave shall clearly state that the leave is without compensation.

- 1) An application for sick leave due to an extended illness shall have attached to it a statement from a licensed physician certifying that such leave is essential and indicating the probable duration of the illness and needed leave.
- e. When a member of the instructional staff employed in the Indian River County School District interrupts service and subsequently returns to duty in the district without having transferred and used his/her accrued sick leave credit in another Florida school district, such accrued sick leave credit shall become valid on the first day of contractual service.
 - 1) When a member of the instructional staff retires and receives terminal pay based on unused sick leave, all remaining sick leave credit shall become invalid.
2. Annual Pay Option for Accumulated Sick Leave
 - a. MBUs will be offered an option to "buy back" their sick leave earned during the fiscal year at 70% of the value of the leave. In order to qualify for this program, the MBU must meet the following criteria.
 - 1) MBUs must have used 2 days or LESS of their sick/personal leave in the previous fiscal year. Days donated to a sick leave pool or Compassionate Leave program would not count toward the 2 day count.
 - 2) The MBU must have completed a full contract year in the previous fiscal year. An exemption will be granted for a break in service due to reduction in force in the immediate preceding year.
 - 3) The MBU must have an accrued leave balance of 30 days or greater.
 - 4) The MBU must be actively employed by the District at the time of distribution of the funds. Application for "buy back" of sick leave earned during a fiscal year must be made on or before October 1 of the following fiscal year. Upon approval, sick leave buy back will be paid subsequent to October 1, but in no event later than December 31.
 - 5) The MBU must complete an application to participate in the program.
 - 6) If MBUs meet all these qualifications, they will receive payment for the requested, unused days based on the following formula: Number of hours established within the district from the previous fiscal year's net accrual only, multiplied by the MBU's hourly rate of pay, multiplied by 70%.

B. Illness-in-Line-of-Duty

1. A member of the instructional staff shall be entitled to illness-in-line-of duty leave pursuant to Chapter 1012.63, F.S.
2. Workers' Compensation leave will be administered pursuant to Chapter 440 FS by the District's carrier or servicing agent.
 - a. The period of leave shall be determined by the authorized treating physician. No medical or annual leave will be charged to employees on workers compensation leave unless requested by the employee. The employee shall provide his/her immediate supervisor with any medical statements resulting from treatment immediately, or as soon as practical following treatment.
 - b. Except in emergency situations, the employee is expected to report the injury to his/her supervisor immediately and complete the first notice of injury form. If medical attention is necessary, not requiring emergency transportation, the employee will take a copy of the form to the authorized treating physician or provider.

After treatment the employee shall return to work unless instructed by the authorized treating physician in writing to do otherwise. As soon as the employee is released to return to work by the authorized treating physician, he/she shall notify his/her supervisor and return to duty. If work restrictions are placed on the employee by the authorized treating physician, the employee will be eligible for the Temporary Modified Duty Program, per School Board Policy.

C. Personal Leave

1. Any member of the instructional staff desiring personal leave shall make written application for such leave through the Human Resource Department. The employee shall not be entitled to compensation while on personal leave except as provided in subsection 3 of this rule. Personal leave will be granted at the discretion of the School Board. Authority to approve such leave shall be vested in the School Board except as provided in XIV.1.E
 - a. Five days of personal leave with pay will be allowed for any member of the instructional staff each school year; provided that such days shall be charged only to accrued sick leave. The employee shall make every effort to keep such claims to a minimum. Such leave shall be subject to the approval of

the superintendent or his/her designee. MBUs shall have the right to appeal to the superintendent in the case of a refused request for personal leave.

D. Jury Duty

1. Where a member of the instructional staff is under subpoena for jury duty during the time he/she is engaged in regular professional duties and is, upon request, denied release from such duty may make application for temporary duty elsewhere. If the application is approved, he/she shall receive his/her regular salary. Any application under this rule shall be endorsed by the staff member's immediate supervisor and then submitted to the superintendent for approval or disapproval.

E. Witness Duty

1. Where a member of the instructional staff is under subpoena as a witness in connection with his/her official duties or in a court action in which he/she is not a party to the litigation, he/she may make application for temporary duty elsewhere. If the application is approved, he/she shall receive his/her regular salary but shall remit to the School Board by check the amount received in fees as a witness less the amount allowed for travel. Any such leave application shall be reviewed by the employee's immediate supervisor, signed, and forwarded to the superintendent. The superintendent shall have authority to approve or disapprove the application.

F. Professional Leave

1. Any request for absence from duty wherein the main purpose is to render service to the profession of teaching or professional advancement or improvement, and which is normally initiated by the MBU shall be classified as professional leave.
 - a. Delegates representing Indian River County School District at state level professional educational organization meetings may be granted professional leave with pay and the School Board may, at its discretion, allow full or partial reimbursement.
 - 1) Officers of state and national professional educational organizations may be granted professional leave to attend to the duties of the office held.
 - b. Extended professional leave
 - 1) All instructional personnel who are on continuing, or professional service contract and who apply for and are granted an extended professional leave of absence must present to the Superintendent or designee the following:
 - i. A planned program of study for the year and evidence of completion of the program or
 - ii. A summary of activities designed to contribute to the profession of teaching, which will be pursued.
 - c. Preschool and postschool professional leave
 - 1) An instructional employee under a ten-month contract may be granted professional leave during the preschool or postschool period or both to attend summer school. Permission will be granted to recognize up to 400 miles per day for travel time as part of the number of days requested including Saturdays and Sundays. In no case will professional leave be granted before the last day of school for students; however, personal leave will be allowed.
 - d. A request for professional leave, except for the preschool and postschool periods, shall be submitted to the office of the assistant superintendent for instruction at least five (5) days prior to the effective date of the leave and failure to do so may result in a loss of pay. If an employee cannot comply with provisions of this rule, his/her case will be handled on an individual.

G. Sabbatical Leave

1. Sabbatical leave will be allowed only for full-time members of the instructional staff under the conditions provided herein.
 - a. After each five (5) consecutive years of satisfactory service in the district, the employee may apply for a year's leave of absence for the purpose of professional improvement. Such leave will not break continuity of service but may not be counted as a year of service for any purposes. A year of service for continuing /professional service contract will be considered a year of service for the purpose of this rule.
 - b. Sabbatical leave for one-half year may be granted if the applicant, by formula, is eligible. Such applicant shall not be eligible for additional sabbatical leave until eligibility has been re-established by rendering five more years of consecutive and satisfactory service.
 - c. Sabbatical leave will be granted to qualified applicants according to the following criteria:
 - 1) The number of sabbatical leaves granted may not exceed one percent (1%) of the number of instructional and supervisory personnel employed during the prior year.

- 2) For each year in excess of five, the employee shall accrue one point. Applicants shall be considered in the descending order of their accrued points.
 - 3) An applicant for subsequent sabbatical leave, after the first leave, shall not be considered until all other applicants for a lesser number of sabbatical leaves have been considered.
 - 4) In case applicants for sabbatical leave are tied in total points, selection shall be determined by the superintendent or by a committee appointed by him/her for that specific purpose.
- d. An employee on sabbatical leave shall be paid fifty percent (50%) of his/her regular contract salary as an employee. If it is determined that the employee is violating the conditions of his/her leave, salary payment shall be discontinued and the employee shall repay all prior payments that were improperly received. Moreover, the leave shall be terminated forthwith.
- e. Sabbatical leave applications shall be filed with the superintendent by not later than September 15 (for second semester leaves) or March 15 of the year preceding the requested sabbatical leave.
- 1) Sabbatical leave shall be interpreted to be extended professional leave in accordance with law and State Board of Education regulations. Any applicant shall comply with the following requirements:
 - i. Shall have been admitted to the graduate school of an accredited college or university.
 - ii. The major portion of the credits earned while on such leave must be at the graduate level.
 - iii. The work performed must lead towards a post-graduate degree.
 - iv. Shall be enrolled as a full-time graduate student for the duration of the leave.
 - v. The graduate work taken must be in the field in which the employee is presently serving, a position to which he/she may be assigned, or the major field of the applicant.
 - vi. Upon termination of the leave, proof that such graduate work has been completed shall be filed with the superintendent.
 - vii. Insurance of personnel normally paid by the Board will continue to be paid by the Board while the sabbatical leave is in force. Any policies that have been paid by the employee may remain in force if the employee submits a payment by check in advance of each month or a deduction is made from the employee's paycheck.
 - viii. Nothing in this rule shall be interpreted to preclude the right to the Board to abolish position or positions during the time that a person is on leave. In the event the position is abolished, the person upon return to duty will be assigned to a substantially similar position within the school district.
 - ix. Any employee granted sabbatical leave shall agree in writing to render under contract three additional years of service in the Indian River County School System following the expiration of the leave. Failure to render such service shall require the employee to refund to the School Board any payment received while on such leave according to the following schedule:
 - a) If no service is rendered, the full amount shall be refunded.
 - b) If only one year of service is rendered, two-thirds of the amount will be refunded.
 - c) If two years of service are rendered, one-third of the amount will be refunded.
 - d) If the full three years of service are rendered, the employee shall have fulfilled the contract.

H. Vacation Leave

1. A member of the instructional staff who is employed on a twelve-month basis shall accrue vacation leave, exclusive of holidays, with compensation as follows:
 - a. An employee with less than five years of continuous service in the district at the rate of one day per month cumulative to twelve work days per year.
 - b. An employee with five or more but less than ten years of continuous service in the district at the rate of one and one-fourth days per month cumulative to fifteen work days per year.
 - c. An employee with ten or more years of continuous service in the district at the rate of one and one-half days per month cumulative to eighteen work days per year.
 - d. No vacation leave may be accrued by an employee who is not paid for at least twelve working days during any month.
 - e. The term "continuous" shall mean an employee who has rendered uninterrupted service to the district School Board in a twelve-month contractual position.
2. The maximum number of accumulated vacation hours, which an employee is permitted to accrue at the end of each calendar year, shall be five hundred hours (500).

3. Vacation leave shall be so scheduled as to cause a minimum disruption of the school program.
4. Vacation leave shall not be granted until the employee has rendered at least six months acceptable service in the district.
5. Vacation leave may not be granted for less than one-half day.
6. Vacation leave will be charged against scheduled working days only.
7. Accrued vacation leave may be used for other types of leave with the approval of the superintendent/designee.
8. Payment for accrued annual leave to an employee of the Board upon termination of employment or upon retirement, or to the employee's beneficiary, and if service terminated by death shall be regulated by subparagraph 1 above. Employees hired after July 1, 1995, are limited to a total of 500 hours maximum payment.

I. Military Leave

1. Military leave will be granted to a MBU pursuant to provisions outlined in Florida Statutes 1012.66 as well as Florida Statutes 115.07, 115.09 and 115.14 that allow the protection of civilian pay, benefits, and position during the time the MBU is called to active service of the Armed Forces.
 - a. MBUs called to active duty will receive their full civilian pay, in addition to their military pay for the first 30 days of active duty.
 - b. After the initial 30 days, those on active duty will receive the necessary compensation to fill the gap between their military base pay (exclusive of allowances for quarters, rations, variable housing allowances, or other special pay) and their civilian pay for a period not to exceed one (1) calendar year. During the leave, the MBU will accrue leave benefits, experience credit, and will be considered an active MBU for the purpose of all benefits including group health insurance.
 - c. Employees are eligible for leave if an immediate family member in military service is involved in a "qualifying exigency", arising from the service member's active duty.

J. Compassionate Leave Program

1. The Compassionate Leave Program is hereby established as a mechanism for accepting from qualified employees the voluntary donation of time from annual accumulated sick leave. Compassionate Leave may be utilized by eligible employees who need extended time off due to a catastrophic, serious health condition or life-altering event of a member of the employee's immediate family, or for someone residing within the employee's household, for whom the employee is the primary caregiver. Exclusions include but are not limited to, normal pregnancy, any injury covered by Worker's Compensation or mental/nervous conditions, chemical dependency, alcoholism or related conditions. The following criteria will govern the creation, maintenance and use of Compassionate Leave Program.
 - a. Recipient must have been a regular employee of the district for at least one full year preceding the current fiscal year and must have used all available sick and vacation leave prior to receiving donated leave.
 - b. Donors are eligible to donate creditable time they have earned as long as the employee retains a minimum of 30 days of available leave after the donation is deducted.
 - c. The leave will be donated to a specific employee at the time the donation takes place
 - d. Donations will be on first received from donor, first transferred to recipient.
 - e. Recipient must complete an application for the Compassionate Leave Program which will contain:
 - i. Employee name
 - ii. Employee Identification number
 - iii. Beginning and Ending dates of leave requested
 - iv. Last day of available paid leave
 - v. Explanation regarding the circumstances surrounding the reason for the leave
 - vi. Physician's Statement Form providing documentation of the injury, illness or accident or other appropriate documentation for which leave is requested.
 - f. In no event shall any compassionate leave time approved under this policy exceed 60 days.
 - g. Any unused transferred sick leave hours will be returned to the authorizing employee on a last in, first out basis.

XIV.3 Unpaid Leaves

A. Family and Medical Leave

1. Any eligible employee who has been employed full time for at least 12 months and has worked at least 1,250 hours in the past 12 months, may unpaid leave as more fully described in School Board policy 3430.01
- B. Charter School Leave
 1. An MBU may apply and be granted charter school leave for one (1) year. It shall be considered a break in continuity of service with the School District of Indian River County if the MBU does not give written notification to the Superintendent of intent to return by March 1st. If the MBU seeks to return to the school district after a break in continuity of service, the MBU must reapply for any position within the district.
- C. Personal Leave-Unpaid
 1. The employee shall not be entitled to compensation while on unpaid personal leave.
 - a. Leave for political campaign. An employee who desires personal leave to seek election to office shall file an application for such leave. The School Board will grant such personal leave for the duration of the political campaign.
 - b. Personal leave for other reasons. An employee desiring personal leave for any other reason shall file a written application setting forth the reasons and the purpose of the requested leave. The superintendent will consider the application on its merits; and, in arriving at a decision, will consider the best interests of the employee and the general welfare of the school system.

ARTICLE XV – SICK LEAVE BANK

XV.1 Membership

- A. A full time employee having been employed by the School District Of Indian River County for at least one (1) year and having at least six (6) days of accrued sick leave as of the date of application for membership may enroll in the Sick Leave Bank by voluntarily contributing two (2) sick leave days to the bank during the established registration period. Initial enrollment in the Sick Leave Bank will take place during the month of November. MBUs will not be required to contribute more than one (1) sick leave day during any additional contribution period. Sick leave days donated to the bank by employees will not be returned to employees except as hereafter provided.

XV.2 Establishment and Duration

- A. A Sick Leave Bank will continue to maintain at least two hundred and fifty (250) days and will remain in existence unless the bank is discontinued for other reasons including exhaustion of its assets.

XV.3 Administration and Governance

- A. The Sick Leave Bank will be administered through the Human Resources office. By November 1 of each year, the Risk Management Office shall provide a list to each school site of all MBUs currently enrolled as members of the Sick Leave Bank. MBUs may check this list to determine their membership status. At this time the Risk Management Office shall also provide to all MBUs an information sheet regarding the Sick Leave Bank, outlining basic information of the bank, including benefits of membership and requirements for joining. An application form for membership shall be included with the Sick Leave Bank information sheet.
- B. An Overview Committee consisting of two representatives appointed by the Superintendent, two representatives appointed by the Association, and one representative jointly appointed shall be formed to administer the bank. Administration of the bank shall include approval of each request for leave and investigation of any alleged abuse.
- C. All requests for Sick Leave Bank use shall be provided immediately by Risk Management to all members of the Overview Committee. All decisions regarding approval or disapproval for granting of Sick Leave Bank days shall be rendered by a majority vote of the Overview Committee within thirty (30) calendar days from the date of completed application. The Overview Committee has the sole authority and discretion as to whether Sick Leave Bank days shall be awarded. The Overview Committee's determination is not subject to grievance and arbitration.

XV.4 Benefits

- A. In the event of catastrophic illness of a participating employee, causing him/her to be absent from work for an extended period of time, the employee may receive paid leave as follows:
 1. All accumulated sick leave of the employee must first be expended, followed by an unpaid leave of three (3) continuous workdays.
 2. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident or injury.
 3. Application for use of the Sick Leave Bank must be made to the Overview Committee. All applications shall be processed through the Risk Management office. Applications shall include:

- a. A doctor's statement certifying the illness and the necessity for the protracted leave. A doctor's release statement of the MBU.
- b. Certification by the employee of the date on which all sick leave will be exhausted and the date on which the sick leave bank is to be used.
4. A maximum of sixty (60) paid working days may be received by an employee in a school year.
5. An employee who is a member of the Sick Leave Bank shall not be eligible to use sick leave from the bank if the employee is on injury or illness in-the-line-of-duty, worker's compensation, or other approved leaves.

XV.5 Bank Replenishment

- A. After the bank is established, all participating members shall contribute one (1) additional day each time the bank drops to a balance of 124 days. When it becomes necessary to replenish the bank, the contributions shall be equally required of all employees participating.

XV.6 Bank Dissolution

- A. In the event the Sick Leave Bank is terminated, all unclaimed sick leave days will be returned to participating members where possible. Return of days will be accomplished equally to those members who have not utilized Sick Bank Leave withdrawals.

XV.7 Withdrawal of Participation

- A. A participating employee who chooses to withdraw from participation in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed.

XV.8 Participation Abuse

- A. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay (in days or dollars, i.e., member's daily rate of pay) all of the sick leave credit drawn from the bank and be subject to such other disciplinary actions as determined by the District School Board through appropriate established procedures.

XV.9 Hold Harmless

- A. The Association, its officers, agents, and members of the bargaining unit will hold harmless the Board, its officers and agents for the cost and results of any action which may be brought by any of its members, group or groups of members of the bargaining unit, agencies of law, with respect to the establishment, administration, or expenditure of the assets of the Sick Leave Bank.

ARTICLE XVI – RETIREMENT

XVI.1 Pre-retirement Information

- A. Yearly pre-retirement information will be placed in the school boxes with enough copies for each teacher.
- B. A pre-retirement seminar will be held annually by the District between the months of October and December.

XVI.2 Retirement Incentive and Eligibility

- A. It shall be the responsibility of each employee to determine, through the state retirement division, his/her eligibility for retirement. In addition, it is the employee's responsibility to certify their eligibility, as outlined below, to the Human Resource Department in order to establish that he/she meets the requirements set forth for the collection of the retirement incentive. Application for incentive must be submitted six months prior to retirement.
 1. Retirement Incentive: The School Board and the Association recognize the need for an incentive plan in order to reward employees for loyal and dedicated service during their last year of employment in the district, prior to retirement. This plan is intended for those members of the bargaining unit who would be eligible for retirement, without penalty, under an existing state retirement system program. In order to be eligible for this retirement incentive plan the employee must:
 - a. Have provided at least ten (10) years of continuous service to the District immediately prior to retirement; and begin the retirement process at least sixty (60) days prior to the actual retirement date; and

- b. Retire within the first year eligible without penalty under FRS based upon 62 years of age and ten years of service; or 30 years of service.
 - c. Notify the Human Resource Department in writing of the intention to retire with the effective retirement date specified;
2. The retirement incentive will be paid in a lump sum immediately prior to the last day of regular employment with the District, as designated by the employee in their retirement notice. This payment cannot be delayed nor deferred by the employee.
 3. The incentive amount to be paid to the employee will be based upon his/her current annual base salary, or previous year's base salary, whichever is greater, excluding special duty supplements and extra pay the employee received. The calculation for the incentive payment will be 15% plus 1% for every five (5) years of SDIRC service beyond ten (10) years.
 4. If, after computing the financial impact of plan applicants, it is found that there is a significant cost to the District, the Board may withdraw the incentive for the current fiscal year. In that instance, those who had applied may choose to defer their retirement to anytime during the following year and will be given first priority to retire with incentive. The decision by the Board to withdraw the incentive will be made within sixty (60) calendar days of receiving the request for the retirement incentive.

ARTICLE XVII – GRIEVANCE PROCEDURE

XVII.1 Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the health, welfare, or working conditions of members of this bargaining unit. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level.

XVII.2 Definitions

- A. **Grievance** - The term "grievance" shall mean a written allegation by a grievant that a controversy, dispute, disagreement, or violation of any kind or character exists out of or in any way involving, interpretation or application of the terms of this Agreement.
- B. **Grievant** - The term "grievant" shall mean the employee or group of employees filing a grievance.
- C. **Immediate Supervisor** - The term "immediate supervisor" shall mean the principal of the school where the individual is assigned or a program director when the individual is not assigned to a principal.
- D. **Employer** - The term "employer" shall mean the School Board or the Administration.
- E. **Days** - The term "days" shall mean working days.
- F. **Party** - The term "party" shall mean the Board and the Association except that in the case where there is no Association backing, it shall mean the Board and grievant.
- G. **Bargaining Unit** - The term "bargaining unit" shall mean all employees of the Board who are members of the Association or eligible to be members of the Association.

XVII.3 Time Limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum, and every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be extended by mutual written agreement between the Association and the representative of the Board.
 1. Filing: Within twenty (20) days following an informal discussion regarding the grievance issue, the grievant may file a grievance indicator form developed jointly by the Board and the Association with the immediate supervisor or designated representative. The grievance indicator form is found in Appendix A.
 2. A grievance may be withdrawn at any level during any point in time during the grievance procedure.
- B. In the event that a grievance is filed at such a time that it cannot be processed through all of the steps in the grievance procedure by the end of the Board's fiscal year and, if left unresolved until the beginning of the next year, could result in irreparable harm to the grievant or Association, the Time Limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the Board's fiscal year or as soon thereafter as possible.

XVII.4 Representation

- A. All members of the bargaining unit may have the right of Association representation at each level of the grievance procedure.
 - 1. Starting at level one, no grievant may be required to discuss any grievance if the Association representative is not present.
 - 2. Any individual employee or group of employees in the bargaining unit shall have the right at any time to present a grievance to the designated representatives of the Board and to have such grievance adjusted, without the intervention of the Association as long as the adjustment is not inconsistent with the collective bargaining agreement and the Association has been given the opportunity to be present and make statements for such adjustments.
 - 3. Copies of the Board representative's decisions given at any step of the grievance procedure shall be immediately delivered to the grievant and the Association.
 - 4. A grievant shall not be represented by any person who might be required to take action, or against whom action might be taken, in order to adjust the grievance, or by a representative of any other employee organization. The Association will not file a grievance for pre-existing conditions prior to application for membership.

XVII.5 Grievance Progression

- A. **INFORMAL DISCUSSION:** In the event that a grievant believes there is a basis for a grievance, a discussion regarding the alleged grievance with the building principal or immediate supervisor shall occur. The grievant must initiate the informal discussion within fifteen (15) work days of either the occurrence of the alleged violation or when the grievant should reasonably have known of the alleged violation, whichever shall be later.
- B. **LEVEL ONE:** If, after the informal discussion with the building principal, or immediate supervisor, a grievance still exists, the grievant may invoke formal grievance procedures within twenty (20) days on a form signed by the grievant. A copy of the grievance form shall be delivered to the principal or immediate supervisor.
 - 1. If the grievance involves more than one school building, it may be filed with the Superintendent or his/her designated grievance representative at Level Two.
 - 2. The school principal, immediate supervisor, or designated representative shall have five (5) days after receipt of the grievance in which to hold a conference with the grievant. The grievant shall have the option of having a representative of the Association present provided the immediate supervisor is so advised when the follow-up discussion is requested. The immediate supervisor has the option of having representation of his/her choice present during the discussion.
 - 3. When a Level One discussion is held, a dated response regarding the grievance shall be given in writing by the immediate supervisor within five (5) days following the discussion. If satisfactory resolution of the grievance is not achieved at Level One, the grievant will have ten (10) days following the date indicated in the response to move the grievance to Level Two.
- C. **LEVEL TWO:** If the grievance is not settled to the grievant's satisfaction or if a written decision is not submitted within the designated time limits at Level One, the grievant may move the grievance to Level Two by written notice to the Superintendent or his/her designated representative.
 - 1. The Superintendent or the designated representative shall have ten (10) days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision.
 - 2. If a satisfactory resolution of the grievance is not achieved at Level Two, the grievant will have ten (10) days following the date indicated on the response to move the grievance to Level Three.
- D. **LEVEL THREE:** If the grievance is not solved at Level Two to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of Level Two, the grievant may move the grievance to arbitration.
 - 1. If the two parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the American Arbitration Association.
 - 2. The arbitrator shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings or final submission. The arbitrator's decision shall be in writing, and set forth findings of facts, reasons, and conclusions on the issues submitted to arbitration.
 - 3. The decision of the arbitrator shall be submitted to the Board, grievant, and the Association and shall be final and binding upon the parties.

XVII.6 Powers of the Arbitrator

- A. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. He/she shall have no power to establish salary schedules or to change any salary, except in cases where his/her award has the effect of changing an MBU's summative evaluation rating (e.g., from "Needs Improvement" to "Effective").
 3. He/she shall have no power to rule on any of the following except where there is a possible violation of a section of this Agreement.
 - a. The termination of services for failure to re-employ any probationary employees.
 - b. The placing of a probationary employee on additional probation.
 - c. The termination of services or failure to re-employ any employee to a position on an extra duty assignment.
 - d. Any matter involving an evaluation rendered on an employee.
 4. He/she shall have no power to change any practice, policy, or rule of the Board, nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board except where there is a possible violation of a section of this Agreement. His powers shall be limited to deciding whether the Board has violated the express articles or sections of the Agreement, and he/she shall not imply obligations and conditions binding upon the Board other than that which is specifically included in this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board except as it pertains to the terms and conditions of employment which shall be negotiated as part of the Agreement before implementation.
 5. In rendering decisions, an arbitrator shall give due regard to the responsibility and rights of the Board and employee(s) and shall so construe the Agreement such that there will be no interference with responsibilities and rights except as they may be specifically conditioned by this Agreement.
 6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator in which he has no power to rule, it shall be referred to the parties without decision or recommendation on its merits.
 7. There shall be no appeal from an arbitrator's decision if it is within the scope of his/her authority as set forth above. It shall be binding upon the Association, its members, the employee or employees involved, and the Board.

XVII.7 Additional Provisions

- A. **Costs:** The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- B. **Reprisals:** NO reprisals or retaliation shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure. No document of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any member of the bargaining unit.
- C. The Board and the Administration will cooperate with the Association in its investigation of any grievance and further will furnish the Association and grievant with such information as is requested for the processing of any grievance provided the information is readily available or can be secured through what the Board considers to be reasonable resources.
- D. Release time shall be granted to the aggrieved person for attendance at the arbitration hearing. Such release time shall be without loss of pay to the extent required for such participation.

ARTICLE XVIII – NEGOTIATION PROCEDURES

XVIII.1 General Provisions

- A. It is contemplated that matters not specifically covered by this Agreement, but common to the parties, may be subject to professional negotiations between them during the period of the Agreement by the Board and Association. The parties agree to cooperate in arranging meetings, furnishing necessary information and otherwise considering and resolving any such matters.

- B. Representatives of the Board and the Association negotiating committees may meet at least twice each semester during the regular school year at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to examine problems which may arise out of the administration of this contract. These meetings are not intended to by-pass the negotiations or grievance procedures. Further, each party will submit to the other, at least seventy-two (72) hours prior to the meeting, an agenda covering what they wish to discuss.
- C. During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith.

XVIII.2 Notice of Negotiations

- A. If either party desires during the life of this Agreement (life of the Agreement is from the date of formal ratification by the Board and the Association through June 30, 2018, unless extended through provisions set forth in this contract) to modify, amend or terminate this Agreement a written notice must be submitted to the other party. Notice of negotiations for a new contract, if modifications are desired, must be submitted to the other party prior to May 1, of each year of the contract.
- B. If notice to negotiate modifications is given, negotiations shall be initiated by June 1. Failure to comply with the provision will subject the contract to continue in effect for another contract period.

XVIII.3 Permissive Language Negotiation

- A. Any permissive legislation or legal clarification by a court of competent jurisdiction may be the subject of further negotiations during the life of this contract provided both parties agree.

ARTICLE XIX – PROFESSIONAL COMPENSATION AND FRINGE BENEFITS

XIX.1 Experience Credit and Placement on Salary Schedule

- A. As of July 1, 2001, all verified years of teaching experience will be recognized by SDIRC per F.S.121.090(9) for new teachers in the system, when properly verified. The salary of the MBU will be changed on the regular pay date following verification of teaching experience.
 - 1. During new employee orientation the District shall require the employee to sign a form, with a copy given to the employee and a copy kept for the personnel file, explaining the process for teaching experience and advanced degree verification prior to salary adjustment.
- B. Indian River State College full time teaching experience will apply as teaching experience with the School District of Indian River County.
- C. MBUs assigned teaching positions in career technical education requiring career and technical certification in a specific area or trade shall be given credit for verifiable years of non-teaching experience, year-for-year, not to exceed ten (10) years maximum on the instructional salary schedule. The terms "career technical education" and "vocational certification" shall meet and be consistent with statutory definitions and amendments.
 - 1. Yearly increment(s) will be prorated on the basis of vocational hours taught (100% for five (5) classes, 80% for four (4) classes, 60% for three (3) classes, etc.).

XIX.2 Advanced Degrees or Certification

- A. All MBUs will be compensated at the Master's level upon receipt of a Master's Degree from an accredited university if a minimum of fifteen (15) semester hours has been completed at the graduate level in one of the MBU areas of certification and/or assignment.
- B. All MBUs with a Master's Degree plus thirty (30) semester hours will be paid at the same rate as the Specialist Degree. To be eligible, 15 of the semester hours must be at the graduate level, and earned in the MBU's area of certification and/or current assignment, educational leadership, reading, or computer literacy.
- C. Speech/Language pathologists who have obtained the Certificate of Clinical Competence (CCC) from the American Speech/Language-Hearing Association (ASHA) or licenser from the Florida Department of Professional Regulations will be compensated at the Masters level plus 30 semester hours.
- D. All MBUs will be compensated at the Specialist level upon receipt of a Specialist Degree from an accredited university if a minimum of twenty-one (21) semester hours has been completed at the graduate level in one of the MBU areas of certification and/or assignment.
- E. All MBUs will be compensated at the Doctorate level upon receipt of a Doctorate Degree from an accredited university if a minimum of twenty-seven (27) semester hours has been completed at the graduate level in one of the MBU areas of certification and/or assignment.

- F. All advanced degree payments shall be considered a part of the MBU's base salary for MBUs hired on or before June 30, 2011.
- G. When the highest acceptable level of training indicated on a certificate changes during any school fiscal year, or verification of an existing degree or training is submitted to the District from an MBU, the salary will be changed on the following regular pay date following verification of the degree.
- H. For MBUs hired on or after July 1, 2011, subsections A-G will apply except that the advanced degree payments shall be considered a supplement and not added to base pay. In order to be paid the advanced degree supplement, the degree must be achieved in the MBU's area of certification.

XIX.3 Compensation and Pay Schedules

- A. MBUs will receive twenty-four (24) equal installment paychecks throughout their contract year in accordance with the Annual Pay Date Schedule, with the exception of late start employees. Late start employees will receive equal installments for the number of remaining pay dates in the Annual Pay Date Schedule. Employees on a ten or eleven month schedule with a start date other than July 1st shall receive multiple checks (if entitled to the checks) on the last student day of school. The multiple checks issued on the last student day of school shall be eligible for direct deposit. The final pay check will be issued on the regularly scheduled pay date for the pay period in which the work is performed. An effort will be made to pay the December 31 check on the last school date of the calendar year.
- B. 12 month employees are paid an equal "per pay" amount each paycheck. The "per pay" amount is calculated based on the annualized salary, or pro-rated annualized salary if the employee started late, and is divided over the number of remaining paychecks for the year.
- C. Years of experience will be used for initial placement only. MBU's new to the District shall be placed in accordance with the "Initial Placement Schedule" in Appendix B.
- D. In accordance with Florida Statutes, performance-based salary increases, for each contract year will be as follows:
 - 1. Professional Service Contract (Grandfathered) MBU's
 - a. Unsatisfactory or Needs Improvement Evaluation for previous year: No adjustment
 - b. Effective: \$600
 - c. Highly Effective: \$900
 - 2. Annual Contract (Performance) MBU's
 - a. Unsatisfactory or Needs Improvement Evaluation for previous year: No adjustment
 - b. Effective: \$900
 - c. Highly Effective: \$1,200
- E. MBUs will receive a supplement if they teach an additional class during their planning period time as reflected in [Appendix B.2](#).
 - 1. Student contact time must be beyond 25 hours per week average
 - 2. Extend the work day 30 minutes
- F. Curriculum Rate: MBUs employed to participate in seminars, workshops, and projects such as initiating and/or revising curriculum and other specified activities which are conducted when regular school is not in session will be paid as reflected in [Appendix B.3](#).
- G. Extended Day Program: MBUs working the Extended Day Program will be paid as reflected in [Appendix B.3](#).
- H. Three Supplement Committees shall be formed each to include three MBUs and three administrators. The committees shall be Elementary, Middle, and High School and will make recommendations for changes to the Supplement section of the contract to the negotiations teams.
 - 1. Any changes in supplements will be negotiated.
 - 2. Committees will make recommendations on the following for the 2015-2016 Contract:
 - a. Job descriptions for supplements
 - b. Fidelity Check lists for each supplement
 - c. List of supplements available at each level
 - d. Supplemental pay

XIX.4 Fringe Benefits

- A. The following are fringe benefits provided by the Board on behalf of all MBUs:
 - 1. Transfer of all earned medical/sick leave from another Florida school district or agency at a rate of one (1) day of sick leave per month for each month worked;
 - 2. Six (6) paid holidays;
 - 3. A single plan of hospitalization insurance;
 - 4. The Board will pay a negotiated contribution towards group health Insurance benefits including hospitalization for "employee only" coverage for all instructional personnel working .6 or greater of a contracted workday/week or in a job share situations (Article X.9). An MBU working .5 will receive one-half

of the benefits paid for an employee who works .6 or greater. The contribution paid by the Board and employees for each health insurance plan is as specified in Appendix G.

4-a. In addition to the premium contributions above, an Employee Wellness Center is established for employees and their dependents who are currently enrolled in the Board's health insurance program. The Employee Wellness Center shall include: free office visits, free health and wellness screenings and counseling, and a free stock medication program of commonly used prescriptions.

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5. The opportunity to participate in an employee's voluntary dental plan;
6. Group life insurance premium paid by the District; currently \$25,000 term life;
7. Employee Assistance Program;
8. Pre and post planning days with 1 hour lunch;
9. Payroll deduction for Association dues and other Association activities;
10. The District's Benefits Plan is Section 125 IRS code qualified to provide employees with tax reduction advantages including reimbursement accounts for medical and dependent care services;
11. Administrative cost of the following voluntary plans: Cancer Insurance, Disability Insurance (short term and long term), life insurance, and 403B IRS code qualified tax deferred annuity;
12. Additional benefit programs contributed to by the District on behalf of employees: Florida Retirement System, Social Security/Medicare, Florida Unemployment and Workers Compensation coverage, statutory;
13. Flexible Benefits: School Board Indian River County shall continue to provide a payroll slot for a salary reduction plan as allowed by IRS (Section 125);
14. Annual/Personal Leaves of absence per state statute;
15. Direct Deposit;
16. Five days of Personal leave with pay will be allowed for any member of the instructional staff each school year; provided, that such days shall be charged only to accrued sick leave; provided further, that personal leave days shall not be cumulative and may not be counted in determining a year of service.
17. A mandatory tax shelter and IRS approved program for the purpose of terminal pay and sick leave at the time of retirement or DROP termination.
18. Transfer of sick leave among family members who are both employees (see procedures-based on Board Rule 3.26).

XIX.5 Employee Assistance Program (EAP)

A. Types of Voluntary Referral

1. Self-referral is the most frequently used method to access EAP services. This type of referral is completely confidential and information can only be revealed by the MBU. Information will not be given out without a written release from the employee seeking services.
2. Informal supervisor referral usually occurs in situations in which an employee is displaying distress, or job performance problems that do not appear to be serious. In these situations, a supervisor may recommend that an employee seek services through the EAP, or inquire as to whether the employee thinks this may be useful. Utilizing EAP services upon an informal recommendation by the supervisor is completely voluntary and strictly confidential. Even though the supervisor believes that it is in the best interest of the employee to seek EAP services, the supervisor will not be informed as to whether the employee has seen any EAP counselor unless the employee volunteers this information.

B. Types of Involuntary Referral

1. Disciplinary referral to the EAP is involuntary. The disciplinary referral is utilized in situations in which the employee is displaying unacceptable workplace behavior. Examples of behavior that would result in an involuntary disciplinary referral to the EAP include threats of violence in the workplace, sexual harassment, or discriminatory behavior. In the event of a disciplinary referral, human resources or the supervisor will be informed as to whether the employee made and kept an appointment for an EAP evaluation. The content of the evaluation will not be revealed, even though information will be provided as to whether the employee made and kept the appointment with the EAP.
2. Fit for duty referral to the EAP is also involuntary. Fit for duty referrals are usually made when an employee is displaying workplace behavior that is disruptive to the workplace or having a serious negative effect on work performance and may be related to a mental disorder or substance abuse problem. The fit for duty referral is similar to the disciplinary referral in that human resources or the supervisor will be informed as to whether the employee has made and kept an appointment with the Employee Assistance Program. The main purpose for a fit for duty evaluation is for a professional evaluation to take place to determine if the employee is suffering from a treatable disorder that is resulting in the disruptive behavior or decreased performance on the job.

C. Use of Involuntary Referrals

1. Any involuntary EAP referrals are for the purpose of determining whether an individual has a problem that is having a negative effect on behavior or performance on the job and whether this problem can be corrected through counseling or more formal health intervention.
 2. Involuntary referrals to the EAP are not to be retaliatory in nature or used as punishment. It is extremely important that supervisors are trained in the proper use of the disciplinary and fit for duty referrals so that abuse of these types of referrals does not occur.
 3. Involuntary referrals are not to be based on rumors, third-party reports, or behavior that occurs away from the job site.
 4. There must be clear documentation of unacceptable behavior or declining job performance that leads to an involuntary referral to the EAP.
 5. Supervisors are not to attempt to diagnose or make treatment recommendations if they believe an employee is having a mental health or substance abuse problem.
 6. A conference must occur between the employee and supervisor prior to any requirement for an involuntary EAP intervention. The MBU has the right to have a representative present for an involuntary EAP referral conference. The supervisor will inform the MBU of the right to have such representation present.
 7. At the initial conference, the supervisor will inform the employee of the behavior(s) observed and the intent to mandate EAP intervention. The supervisor will provide written documentation of the observed behavior(s) prompting the referral. Such documentation shall not be based solely on the testimony of one (1) individual.
 8. Supervisors and union representatives will be trained prior to involuntary referrals being made. Training will emphasize privacy and confidentiality as features of the EAP. The district is responsible for providing annual training in this regard.
- D. Compliance with Involuntary EAP Referrals
1. The employee will comply with EAP assignment.
 2. Refusal will constitute insubordination and will result in discipline, which may include termination of employment.

XIX.6 Insurance Payments for MBUs on Medical Leave

- A. For any payments of insurance premiums under this provision by the Board on behalf of the MBU, the MBU shall submit a doctor's excuse every three (3) months and may be required to submit a second opinion doctor's excuse after six (6) months.
- B. The Board will pay for a single plan of health insurance coverage for Professional Service and Continuing Contract MBUs for a maximum period of one year after exhaustive use of all accrued sick leave, sick leave bank and Family Medical Leave Act provisions.
- C. The Board will pay for a single plan of health insurance coverage for Annual Contract MBUs for the MBU's contract year after exhaustive use of all accrued sick leave, sick leave bank utilization and Family Medical Leave Act provisions.
- D. Annual contract MBUs with less than one year of service in the district will have a single plan of health insurance coverage paid by the Board only for the time the MBU is on Family Medical Leave or paid accrued sick leave. Beyond that time frame, the MBU may choose to pay his/her own health insurance premium to keep coverage current.

XIX.7 Differentiated Pay

- A. K-5 Classroom teachers, ESOL teachers, literacy coaches, math coaches, Title 1 Resource Teachers, specialist teachers, ESE teachers, and Speech Language Pathologists who teach in a Title I school shall receive a Differentiated Pay supplement of \$420.00. In the event that an additional school is designated as Title I during the term of this Agreement, the parties will reopen negotiations on Article XIX.7.A.
- B. MBUs assigned to a school that has earned a grade of "F" or three consecutive grades of "D" shall receive a supplement of \$100. This supplement shall remain in effect for one full year beyond the year in which the school makes improvement.
- C. MBUs working in a "Critical Shortage Area" as designated by the Board will receive a supplement of up to \$500. The areas receiving this supplement and the amounts to be received will be memorialized annually in a Memorandum of Understanding between the Association and the District.

ARTICLE XX – TERM OF AGREEMENT AND SIGNATURES

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary consent of the parties in written and signed amendment to this agreement, which must comply with all applicable State and Federal Law.
- B. During the term of this Agreement, each party reserves the right to reopen negotiations annually on Article IV, Evaluations (including the TEP Manual), and Appendix G (group health insurance rates). Unless expressly provided elsewhere in this Agreement, no other reopener negotiations shall occur during the term of this Agreement except by mutual agreement of the parties. All Memoranda of Understanding language between IRCEA and SDIRC shall be written into the contract.
- C. The life of this contract shall commence on July 1, 2015, and terminate June 30, 2018.
- D. Should any provision(s) of this agreement be declared illegal by a court of competent jurisdiction, or be in conflict with state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the modified provisions.
- E. Any permissive legislation or legal clarification by a court of competent jurisdiction may be the subject of further negotiations during the life of this contract provided both parties agree.

2015-2018 Negotiations Signature Page

School District of Indian River County



Dr. William Fritz, Chief Negotiator



Matthew McCain, School Board Chairman



Dr. Mark Rendell, Superintendent of Schools

Indian River Education Association



Graham Pickleseimer, Chief Negotiator



Elizabeth Cannon, Team Member

Appendix A – Grievance Form

INDIAN RIVER COUNTY EDUCATION ASSOCIATION

Vero Beach, Florida
 ** OFFICIAL GRIEVANCE FORM **

DIRECTIONS: This form is designed to serve as an implement on which most information relative to processing a grievance may be recorded. The appropriate level box should be checked and dated. Each blank space for the level of the grievance should be complete and the form should be given to the immediate supervisor. The Grievant and the responder should keep a copy of the completed form at each level. Please follow all other directions outlined in the form.

Level I Date: _____ Date and Initial
--

Name of Grievant _____

School _____ Assignment _____

Grievance Occurred: Date _____ Time _____

Place _____

Agreement Violation(s) -Article(s) _____

Statement of Alleged Grievance (Specify) _____

Informal Discussion:

Date _____ Place _____ With Whom Held _____

Relief Sought _____

Grievant's Signature	Filing Date	Form Delivered To	Time

Response (Level I)

Immediate Supervisor's Signature	Response Date	Form Delivered To	Time

Grievant's reaction to response: (Check one and return to individual who signed the response)
 Satisfied _____ Not Satisfied _____

Grievant's Intended Action _____

Grievant's Signature	Date	Form Delivered To	Time

Level II _____
Date: _____

If grievance is being moved to Level II, check this box and enter the date.

This form should be sent to the Superintendent with any additional information attached.

Received by Superintendent/Designee _____
Date _____ Time _____

Conference with Superintendent/Designee: _____
Date _____ Time _____ Place _____

Response (Level II)

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Superintendent/Designee's Signature Response Date Form Delivered To Time

Grievant's reaction to response: (Check one and return to individual who signed the response)

Satisfied _____ Not Satisfied _____

Grievant's Intended Action _____

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Grievant's Signature Date Form Delivered To Time

Level III _____
Date: _____

If grievance is being moved to Level III, check this box and enter the date.

This form should be sent to the Superintendent/Designee along with any additional information to support your request for relief attached.

ARBITRATOR'S (RULING LEVEL III)

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Arbitrator

Date of Ruling

Appendix B – Salary Schedules and Supplements

Appendix B.1 – Salary Schedules

2015-16		2016-17		2017-18	
Step	Value	Step	Value	Step	Value
1A	38,900	1A	39,800	1A	40,700
1B	39,200	1B	40,100	1B	41,000
1C	39,500	1C	40,400	1C	41,300
2A	39,800	2A	40,700	2A	41,600
2B	40,100	2B	41,000	2B	41,900
2C	40,400	2C	41,300	2C	42,200
3A	40,700	3A	41,600	3A	42,500
3B	41,000	3B	41,900	3B	42,800
3C	41,300	3C	42,200	3C	43,100
4A	41,600	4A	42,500	4A	43,400
4B	41,900	4B	42,800	4B	43,700
4C	42,200	4C	43,100	4C	44,000
5A	42,500	5A	43,400	5A	44,300
5B	42,800	5B	43,700	5B	44,600
5C	43,100	5C	44,000	5C	44,900
6A	43,400	6A	44,300	6A	45,200
6B	43,700	6B	44,600	6B	45,500
6C	44,000	6C	44,900	6C	45,800
7A	44,300	7A	45,200	7A	46,100
7B	44,600	7B	45,500	7B	46,400
7C	44,900	7C	45,800	7C	46,700
8A	45,200	8A	46,100	8A	47,000
8B	45,500	8B	46,400	8B	47,300
8C	45,800	8C	46,700	8C	47,600
9A	46,100	9A	47,000	9A	47,900
9B	46,400	9B	47,300	9B	48,200
9C	46,700	9C	47,600	9C	48,500
10A	47,000	10A	47,900	10A	48,800
10B	47,300	10B	48,200	10B	49,100
10C	47,600	10C	48,500	10C	49,400
11A	47,900	11A	48,800	11A	49,700
11B	48,200	11B	49,100	11B	50,000
11C	48,500	11C	49,400	11C	50,300
12A	48,800	12A	49,700	12A	50,600
12B	49,100	12B	50,000	12B	50,900
12C	49,400	12C	50,300	12C	51,200
13A	49,700	13A	50,600	13A	51,500
13B	50,000	13B	50,900	13B	51,800
13C	50,300	13C	51,200	13C	52,100
14A	50,600	14A	51,500	14A	52,400
14B	50,900	14B	51,800	14B	52,700
14C	51,200	14C	52,100	14C	53,000
15A	51,500	15A	52,400	15A	53,300
15B	51,800	15B	52,700	15B	53,600
15C	52,100	15C	53,000	15C	53,900
16A	52,400	16A	53,300	16A	54,200
16B	52,700	16B	53,600	16B	54,500

16C	53,000		16C	53,900		16C	54,800
17A	53,300		17A	54,200		17A	55,100
17B	53,600		17B	54,500		17B	55,400
17C	53,900		17C	54,800		17C	55,700
18A	54,200		18A	55,100		18A	56,000
18B	54,500		18B	55,400		18B	56,300
18C	54,800		18C	55,700		18C	56,600
19A	55,100		19A	56,000		19A	56,900
19B	55,400		19B	56,300		19B	57,200
19C	55,700		19C	56,600		19C	57,500
20A	56,000		20A	56,900		20A	57,800
20B	56,300		20B	57,200		20B	58,100
20C	56,600		20C	57,500		20C	58,400
21A	56,900		21A	57,800		21A	58,700
21B	57,200		21B	58,100		21B	59,000
21C	57,500		21C	58,400		21C	59,300
22A	57,800		22A	58,700		22A	59,600
22B	58,100		22B	59,000		22B	59,900
22C	58,400		22C	59,300		22C	60,200
23A	58,700		23A	59,600		23A	60,500
23B	59,000		23B	59,900		23B	60,800
23C	59,300		23C	60,200		23C	61,100
24A	59,600		24A	60,500		24A	61,400
24B	59,900		24B	60,800		24B	61,700
24C	60,200		24C	61,100		24C	62,000
25A	60,500		25A	61,400		25A	62,300
25B	60,800		25B	61,700		25B	62,600
25C	61,100		25C	62,000		25C	62,900
26A	61,400		26A	62,300		26A	63,200
26B	61,700		26B	62,600		26B	63,500
26C	62,000		26C	62,900		26C	63,800
27A	62,300		27A	63,200		27A	64,100
27B	62,600		27B	63,500		27B	64,400
27C	62,900		27C	63,800		27C	64,700
28A	63,200		28A	64,100		28A	65,000
28B	63,500		28B	64,400		28B	65,300
28C	63,800		28C	64,700		28C	65,600
			29A	65,000		29A	65,900
			29B	65,300		29B	66,200
			29C	65,600		29C	66,500
			30A	65,900		30A	66,800
						30B	67,100
						30C	67,400

Appendix B.2.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

School District of Indian River County
Placement Schedule *Refer to Appendix B.1 Salary Schedule

Experience	New Cell
0-4	1A
5	1B
6	2A
7	2C
8	3C
9	4B
10	5B
11	6A
12	7A
13	8A
14	9A
15	10A
16	11A
17	12A
18	13A
19	14A
20	15A
21	16A
22	17B
23	18B
24	19B
25	20C
26	22A
27	23A
28	24B
28+	25C

Advanced Degrees

Master Degree	\$2,953.00
Specialist Degree	\$3,909.00
Doctorate Degree	\$4,874.00

The Experience Column is used for initial step placement only.

Any teacher who surrenders his or her planning period as provided for under Article III.1.E in order to teach an additional class period shall receive a supplement of 6.16% of the sum of his or her base salary and any applicable advanced degree supplement.

Appendix B.3 – Athletic and Academic Clubs

Athletic Supplements

Description	Per School	# of Schools	Estimated Total	Dollar Value
Athletic Director - High School	1	2	2	\$ 6,360
Middle School Director	1	4	4	\$ 1,804
Baseball/Softball/Track/Wrestling/Lacrosse - Head Coach - High School (1 each sport- boys & girls)	8	2	16	\$ 3,003
Assistant Coach - High School - boys & girls - (3,3,2/2,1,2/2)	15	2	30	\$ 1,801
Basketball - Head Coach - High School (1 each, boys & girls)	2	2	4	\$ 4,733
Assistant Coach - High School (3 each, boys & girls)	6	2	12	\$ 1,801
Head Coach - Middle School (1 each, boys & girls)	2	4	8	\$ 1,646
Bowling/ Cross Country/ Flags/ Golf/ Tennis/ Weights - High School Coach	11	2	22	\$ 1,801
Assistant Golf Coach - High School	2	2	4	\$ 1,099
Cheerleading- cannot coach more than one squad				
Head Coach, High School	2	2	4	\$ 1,801
Head Competition Coach	1	2	2	\$ 1,801
Assistant Coach - High School	2	2	4	\$ 1,099
Associate Coach - High School (Delete 08/09)	3	2	6	\$ 358
Head Coach - Middle School	1	4	4	\$ 1,402
Cheerleading Coach - Middle School - (1 each semester)	2	4	8	\$ 348
Football - Head Coach - High School	1	2	2	\$ 5,957
Assistant Coach	8	2	16	\$ 3,003
Assistant - Freshman Coach	3	2	6	\$ 2,001
Intramural Activities Coordinator - High School (1 during each of 3 seasons)	3	2	6	\$ 867
Intramural Coordinator - Middle School (1 per grading period - boys/girls)	8	4	32	\$ 519
Assistant Coordinator - Middle School - (1 per grading period - boys/girls)	8	4	32	\$ 348
Soccer/ Volleyball - Head Coach - High School	3	2	6	\$ 3,003
Assistant Coach - High School	6	2	12	\$ 1,801
Head Coach - Middle School (boys & girls)	3	4	12	\$ 1,402
Swimming - Head Coach - High School	1	2	2	\$ 1,801
Assistant Coach	1	2	2	\$ 1,099

Instructional and Academic Club Supplements

Description	Per School	# of Schools	Estimated Total	Dollar Value
Academic Games Coordinator - County	0	0	1	\$ 2,041
Secondary School Coaches	3	6	18	\$ 510
Activities Club Sponsor/School Coordinator – Elementary School **see footnote for club designation		13		
After School Science Resource Coordinator - High School	4	2	8	\$ 1,445
Middle School	3	4	12	\$ 1,445
Elementary School	1	13	13	\$ 1,005
Band Director - Middle School	1	4	4	\$ 1,764
Assistant - High School	1	2	2	\$ 1,485
Marching Band Director - High School	1	2	2	\$ 3,470
Percussion Director - High School	1	2	2	\$ 1,801
Orchestra Strings - High School & Middle School	1	6	6	\$ 1,330
Concert, Jazz/Pep Band, Solo/Ensemble - High School (1 each/school)	3	2	6	\$ 348
Technician - High School	1	2	2	\$ 1,099
Concert Clinician - Middle School	1	4	4	\$ 544
County-Wide Coordinator of Bands	1	2	2	\$ 4,047
Chorus, Director - High School	1	2	2	\$ 3,470
Director - Middle School	1	4	4	\$ 1,330
Class Advisor - Senior Class, Junior Class (1 per class per school)	2	2	4	\$ 812
Sophomore Class/ Freshman Class (1 per class per school)	2	2	4	\$ 318
Club Sponsor, High School - Academic and Service				
¹ See footnote for specific clubs - 1 per school per club	18	2	36	\$ 318
² See footnote for specific clubs - 1 per school per club	18	2	36	\$ 435
Middle School				
³ Various Clubs and Activities	5	4	20	\$ 318

⁴ Various Academic Clubs	6	4	24	\$ 435
⁵ Other Middle School Supplements	5	4	20	\$ 556
Compensatory Education Coordinator- High School - 1 per school	1	2	2	\$ 318
Coordinator of Competency Based Education (High School)	1	2	2	\$ 1,843
Coordinator of Culinary Arts Program (High School)	1	3	3	\$ 1,843
Coordinator Incentive Programs - High School	1	2	2	\$ 967
Countywide Coordinator of Art Activities	0	0	1	\$ 1,223
D.C.T., DECA - High School (1 each per school)	2	2	4	\$ 918
Debate Team Sponsor - High School	1	2	2	\$ 1,625
⁶ Department Chair - High School				
18 or more teachers	0	2	0	\$ 5,780
14 to 17 teachers	2	2	4	\$ 4,624
10 to 13 teachers	6	2	12	\$ 3,470
6 to 9 teachers	5	2	10	\$ 2,313
3 to 5 teachers	10	2	20	\$ 1,157
ROTC - Air Force and Navy	1	2	2	\$ 386
⁶ Department Chair - Middle School				
14 to 17 teachers	1	4	4	\$ 3,470
10 to 13 teachers	2	4	8	\$ 2,601
7 to 9 teachers	5	4	20	\$ 1,735
5 to 6 teachers	3	4	12	\$ 1,301
3 to 4 teachers	6	4	24	\$ 924
Drill Team Sponsor - High School	1	2	2	\$ 318
⁷ Grade Level Chair - Elementary School				
7 or more teachers	0	13	0	\$ 1,765
6 teachers	5	13	65	\$ 1,585
5 teachers	4	13	52	\$ 1,406
4 teachers	4	13	52	\$ 1,227
2 to 3 teachers	4	13	52	\$ 1,048
Master Minds Coach - High School	1	2	2	\$ 2,041
Assistant Coach	1	2	2	\$ 907
Math Competition - High School	2	2	4	\$ 2,041
Middle School	1	4	4	\$ 754
⁸ Multi-Cultural Achievement Coordinator - (1 per school)	1	4	4	\$ 1,387*
*Supplement can be exclusive to one person				
⁸ Multi-Cultural Achievement Coordinator - (1 per school)	1	4	4	\$ 500
⁸ Multi-Cultural Achievement Coordinator - (1 per school)	1	4	4	\$ 500
Achievers in Action	1	4	4	\$ 387
Music Fest Coordinator - (countywide)	0	0	1	\$ 578
Music Coordinator (elementary)	1	13	13	\$ 665
Newspaper Sponsor - High School	1	2	2	\$ 578
ROTC - High School (2 for Air Force and 2 for Navy)	4	2	8	\$ 544
School Advisory Council Chair - (1 at each school)	1	20	20	\$ 809
Science Fair Coordinator - county	0	0	1	\$ 2,041
School Play, Director Spring and Fall - High School	2	2	4	\$ 578
Speech and Language Department Head (District)	0	0	1	\$ 1,469
Student Council - High School	1	2	2	\$ 812
Middle School	1	4	4	\$ 556
Teacher Education/ Professional Development Coordinator- 1 per school	1	20	20	\$ 809
⁹ Team Leader - High School				
10 or more teachers	1	2	2	\$ 3,458
9 teachers	1	2	2	\$ 2,592
6 to 8 teachers	5	2	10	\$ 2,305
5 teachers	5	2	10	\$ 1,441

3 to 4 teachers	4	2	8	\$ 1,153
⁹ Team Leader - Middle School				
8 or more teachers	2	4	8	\$ 1,850
7 teachers	2	4	8	\$ 1,735
5 to 6 teachers	3	4	12	\$ 1,387
3 to 4 teachers	5	4	20	\$ 924
Yearbook Sponsor - High School	1	2	2	\$ 1,620
Middle School	1	4	4	\$ 867
⁹ Team Leader - High School				
10 or more teachers	1	2	2	\$ 3,458
9 teachers	1	2	2	\$ 2,592
6 to 8 teachers	5	2	10	\$ 2,305
5 teachers	5	2	10	\$ 1,441
3 to 4 teachers	4	2	8	\$ 1,153
⁹ Team Leader - Middle School				
8 or more teachers	2	4	8	\$ 1,850
7 teachers	2	4	8	\$ 1,735
5 to 6 teachers	3	4	12	\$ 1,387
3 to 4 teachers	5	4	20	\$ 924
Yearbook Sponsor - High School	1	2	2	\$ 1,620
Middle School	1	4	4	\$ 867
Middle School (with classes)	1	4	4	\$ 867
Middle School (w/o classes)	1	4	4	\$ 1,367

Hourly Rates of Pay

Curriculum Rate (per Article XIX.3G)	\$25.00 per hour (or prorated fraction thereof)
Extended Day Program (per Article XIX.3H)	\$13.00 per hour (or prorated fraction thereof)
Paid Duties*	\$8.24 per hour (or prorated fraction thereof)

*Paid Duties- Hall, ground, bus, cafeteria, detention, car pick-up, and any other same type duty.

Other Pay

Group Incentive Pay (per Article XIX.3.F) \$1,000 per group

¹Achievers in Action, ACT (All County T), Anchor Club, Bowling Club, Drill Team, Exchange Club, Exchangettes, Golden Indian Society (VBHS only), Interact Club, IR Flier, Key Club, Literary Magazine, Private Industry Council (PIC), Quill & Scroll, SADD (Students Against Drunk Driving), Silver Shark Society (SRHS only), Spirit Club, Various Clubs (principal recommended - creation of a new club to replace any non-used club supplements must be paid at the present rate.)

²Future Educators Club, BCE*, Drama Club*, Ecology Club, FBLA*, FFA*, FHA*, French Club*, Health Occupations*, Humanities Alliance*, Latin Club*, Math Club*, National Honor Society*, Photography Club, Rocketry (AFROTC)*, Orienteering (NROTC)*, Spanish Honor Club*, Spanish Club*, Speech Club*, VICA (Vocational Industrial)*.

³Anthology, Literary Magazine, Civics Club, Drama Club, Forensics, Incentive Awards Coordinator, Various Clubs (principal recommended – creation of a new club to replace any non-used club supplements be paid at the present rate.)

⁴examples:FBLA, FEA, FFA, FHA, math club, etc.

⁵ Computer Club, Drama/Class play, Ecology Club, Jr. Honor Society, Newspaper Sponsor

⁶High School and Middle School Department Chairs must have at least three teachers in the department where the Department Chair is not counted as a teacher in computing the supplements. Supplement shall be paid for consideration of time spent beyond classroom assignments. No release periods or extra planning periods are to be offered as consideration for accepting Department Chair responsibilities. The Guidance Department is a part of this plan. AFJ and NJROTC is a Department Chair at .33 of the base Department Chair supplement.

⁷Grade Level Chair – Elementary – will be designated and compensated when there are two (2) or more sections or classes at each grade level, or where consecutive grade levels may be combined for administrative expediency. The Grade Level Chair will not count in computing the supplement.

⁸Multicultural Achievement Coordinator – An annual written program evaluation shall be submitted by each Multicultural Coordinator showing the progress made by the students that have been mentored.

⁹High School and Middle School Team Leaders. A high school team is composed of 3 to 10 teachers; middle school teams are 3 to 8 teachers. Supplements are paid for consideration of time spent beyond classroom assignments. The Team Leader shall not be counted as part of the team in computing the supplements.

*High School academic club supplements will be paid at the stated supplement rate until proof of participation in sub-district, district, regional, and state contests (or all that are applicable) has been submitted in writing to the District Payroll office by the teacher, an additional supplement will be paid to the MBU (teacher at the same rate. National Academic Competition beyond the school year shall receive a lump sum payment of \$773 with the first supplement payment. The (MBU) teacher must submit the national competition information to payroll in writing.

*Middle School Administrators can opt to use the Supplement Common Board as an outline to define the planned activities, goals, and objective of each club or organization. See Attached.

**The “Activity Club Sponsor” would be any MBU position that is primarily working with students. (Example: Garden Club). The “School Coordinator” would be any MBU position that is primarily working with staff members (Example: School Math Coordinator). This supplement will be divided into two levels based on responsibilities and time required. The school principal and MBU must meet at the beginning of each school year, and, by mutual consent, agree upon the objectives, activities, resources, hours, and expectations (see Supplement Common Board). The position would have two scales:

Level 1 – basic supplement \$483 (increase from \$383)

Level 2 – double supplement \$866 (new position)

The principal will have the discretion to determine the combination of Level 1 or Level 2 positions, depending upon school need. (i.e. The overall funding for each school remains constant while the combination of Level 1 or Level 2 positions will vary). The value of these funds will be approximately \$3,267 from the elimination of other supplements.

CLUB/ORGANIZATION NAME
Planning

CLUB/ORGANIZATION DESCRIPTION:

CLUB/ORGANIZATION GOAL & OBJECTIVE(S):

ACTIVITIES BASED ON THE GOAL & OBJECTIVE(S):

PLANNED YEARLY ACTIVITIES:

RESOURCES NEEDED:

HOW DOES YOUR CLUB/ORGANIZATION SUPPORT THE SCHOOLS
MISSION(S):

CLUB/ORGANIZATION NAME

Completed

CLUB/ORGANIZATION DESCRIPTION:

(REVISE IF NECESSARY)

CLUB/ORGANIZATION GOAL & OBJECTIVE(S):

(REVISE IF NECESSARY)

COMPLETED ACTIVITIES BASED ON THE GOAL & OBJECTIVE(S):

COMPLETED ACTIVITIES:

RESOURCES USED:

HOW DID YOUR CLUB/ORGANIZATION SUPPORT THE SCHOOLS MISSION(S):

Appendix B.4 – Extended Contract Supplement

Supplements Based Upon Individual Teacher Base Rates:	Per	# of	Estimated	Percent	Plus
	School	Schools	Total	of Base Pay	Additional Paid Days
Agriculture Teacher - High School 12 months (250 days)	1	2	2		0
Band - Director - High School- 12 months (250 days)	1	2	2		0
Director - Middle School - 11 months - (216 days)	1	4	4		0
Assistant - High School - 11 months - (216 days)	1	2	2		0
District Blueprint for Career Prep Coordinator (216 days)	1	2	2		0
Guidance Counselor - Middle and High School - (Extended Day and Year)	2	4	8		
Assigned to work 11 months (216 day)			varies		0
Occupational Specialist					
Assigned to work 11 months (216 day)			varies		0
Speech and Language Pathologist (206 days)			varies	15%	10
Visiting Teacher/ Attendance Specialist					
Assigned to work 11 months (216 day)			varies		0

Flat Rate Supplements	Per	# of	Estimated	Flat Rate
	School	Schools	Total	Of Pay
Media/ Library District Department Head	0	0	2	\$ 2,000
National Board Teacher Program Coordinator (NBT) - District	0	0	2	\$ 2,000

Other Extended Contracts

11 Month Teacher Contract (other than listed above)

Assigned to work eleven months (216 days) shall be paid -the daily rate of their ten-month contractual salary. Supplement and degree amounts shall not be considered part of the salary for this calculation.

12 Month Teacher Contract (other than listed above)

Assigned to work twelve months (250 days) shall be paid -the daily rate of their ten-month contractual salary. Supplement and degree amounts shall not be considered part of the salary for this calculation.

Extended Contract Year – Not otherwise listed

Requested to work more than ten (10) months, but less than eleven (11) months shall be paid a daily rate based on the ten (10) months contractual salary. Supplement amounts shall not be considered part of the Salary for this calculation.

Summer School

Employed in summer school program of instruction involving students for which funds are earned under The FEFP will be paid from the regular salary schedule based on their certification rank and experience pro-rated if less than a regular school day.

Appendix D – Committee List

The parties agree to update and make any corrections to Appendix D Committee List as necessitated by changes in current contract language or article numbers.

Committee, Article #	Members	Function
Administrator Survey Evaluation Committee, Article X.6.A	4 MBUs + 4 administrators – IRCEA President names MBU reps	Develop instrument for teachers to provide feedback on administrator performance.
Association Negotiating Committee, Article XVIII.1.B	IRCEA Executive Board	Meets twice each semester with representatives of the School Board to review contract agreement
Budget Committee, Article X.8.1	Association shall appoint representation	Review possible savings.
Calendar Committee, Article X.2	Association Representatives	Recommends calendar
District Wide Safety Committee, Article III.4.A	Consistent with Board's adopted plan – IRCEA will appoint 1 member	The development of a comprehensive program of Safety and Sanitation.
Faculty Council, Article XIX	1 council per school with minimum of 5 members (10% of school instructional personnel)	Advisory – meet monthly to discuss items of concern.
Health and Insurance Committee, Article X.12.	4 MBUs appointed by IRCEA	Meet monthly to discuss issues related to health insurance, any changes to current plan/policy will be negotiated.
Sick Leave Bank Committee, Article XV.3.B.	2 MBUs appointed by IRCEA, 2 appointed by Superintendent and 1 jointly appointed	Approval of requests for leave, investigate alleged abuses.
System-Wide Instructional Council, Article XII	1 rep per school + 5 administrators	Advise Superintendent on matters to improve instructional program.
Textbook Committees, Article IX		Involve members in the revision of courses of study and selection of textbooks.

Appendix E – FMLA/Workers Compensation Guidelines and Procedures

THE FOLLOWING TWO ITEMS ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE BARGAINED LANGUAGE.

(1) THE FAMILY AND MEDICAL ACT (FMLA) OF 1993

A basic description of coverage, eligibility, entitlement, maintenance of health benefits and job restoration is contained under Article XIV.3.A. The following are points of clarification pertaining to the Act:

- Spouses employed by the District are jointly entitled to a **combined** total of 12 work-weeks of family leave.
- Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.
- Employees may take FMLA leave intermittently – which means taking leave in blocks of time. This may occur under two conditions: leave is for birth or placement of a child for adoption or foster care or; leave is for the “serious health condition” of the employee or the employee’s spouse, child or parent.
- Employees or the District may choose to use accrued **paid** leave (such as sick or vacation leave) to cover some or all of FMLA leave. Any used accrued **paid** leave will be applied to the FMLA leave.
- Upon return from FMLA leave, an employee will be restored to his/her original position, based on certification, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment, however, it is the employee’s responsibility to notify the benefits office of his or her return in order to re-enroll for any benefits that lapse during the FMLA leave.
- An employee’s use of FMLA leave cannot result in the loss of any benefit that the employee earned or was entitled to **before** using FMLA leave, nor be counted against the employee.
- Employees seeking to use FMLA are required to provide, in writing, a 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. The request to use FMLA should be submitted to the Human Resource Department accompanied by medical certification, from a physician, verifying that the leave is necessary.

Specific questions pertaining to FMLA should be directed to the Human Resource Department and/or refer to School Board Policy.

(2) WORKERS’ COMPENSATION PROCEDURES

The District provides workers’ compensation coverage through **South Central Educational Risk Management Program, administered through Employers Mutual (EM), Inc.** We collectively are committed to promoting a safe and healthy work environment. Work related illnesses, as well as accidents do occur. In those cases the **following basic procedures should be followed:**

- Report **any work related injury or illness**, regardless of how minor, to the appropriate manager or supervisor.
- **Complete the First Report of Injury or Illness form.**
- For non-emergency treatment, employees are to be seen at **Urgent Care West**. If the injury is an emergency, care should be immediately sought at either **Indian River Medical Center or Sebastian River Medical Center.**
- It is the responsibility of the employee to forward all paperwork from treating physician to Risk Management immediately. This ensures the timely scheduling of all referral appointments and light/modified duty assignments.
- Employees **must use Managed Care Network providers** for treatment and fully cooperate with treatment protocol. All appointments **must** be kept.
- An employee may obtain a **second opinion** or may request a new primary care physician from within the Managed Care Network once per injury.
- Employee must return to work (modified or regular duty) as soon as able as determined by their physician.
- **Modified (light) duty, if available, is assigned through Employee Benefits and is not allowed to occur at the work site of the employee. Extenuating circumstances may necessitate modifications to be made by the Director of Risk Management.**
- No compensation will be allowed for the first 7 days of the disability, except for medical services provided. After the initial 7 days of the disability and determination has been made that the injury qualifies under workers’ compensation, the employee will be compensated for the first 5 days.
- Workers’ compensation coverage will also replace part of the employee’s lost wages if out of work for a certain length of time due to a work-related illness or injury.
- By law, an employee cannot lose his/her position for filing or attempting to file a workers’ compensation claim. However, the law does not require an employer to hold a position until an employee is able to return to work.
- A formal **Grievance Process** is available to the employee.

It is the intent of the Legislature that the Workers’ Compensation Law be interpreted so as to assure the quick and efficient delivery of disability and medical benefits to an injured employee and to facilitate the employee’s return to work. The District has a user friendly and efficient workers’ compensation process. **Specific questions regarding workers’ compensation should be directed to the Risk Management Office.**

Appendix F – Emergency Care Plan Notification Cover Letter

School District of Indian River County

Emergency Care Plan Notification Cover Letter – Faculty

******ASSISTING WITH HEALTH CARE RELATED SERVICES TO STUDENTS IS VOLUNTARY******

If you are willing to assist with health related services for _____; please review the Emergency Care Plan, sign below and return to the Health Assistant. Otherwise, please return the Emergency Care Plan and the unsigned cover-letter to the Health Assistant.

This is confidential information and must be kept in a place where others are not able to read it. Anything in it may not be shared by you to others without direction from the Health Assistant or permission from the parent.

Substitutes may need to know some of this information to care for students with a medical condition. It is best to tell substitutes generic information and keep it as simple as possible. Please let them know if a child is allowed to leave the classroom at his/her discretion without permission so that there won't be any delay in care for this student.

As with all Emergency Care Plans, please know your role in caring for the student before the student will need your assistance.

Again, this is confidential information and it must only be shared on an as-needed basis to care for the student listed above. These Emergency Care Plans should be returned to the Health Assistant at the end of the school year. Please ask the Health Assistant or Coordinator of Health Services any questions you may have concerning this emergency care plan.

Sincerely,

_____ I understand the attached Emergency Care Plan for _____ (student's name) _____ and my role in caring for this child. If I have further questions, I will talk with the Health Assistant on campus.

_____ I understand the attached Emergency Care Plan for _____ (student's name) _____, but I would like some questions answered and/or go over the protocols stated on the Emergency Care Plan and what my role is.

Teacher Signature Phone Extension Date

Sign after training has occurred (within ten (10) working days).

Teacher Signature Phone Extension Date

F.S. 1006.062(2) There shall be no liability for civil damages as a result of the administration of the medication when the person administering the medication acts as an ordinarily reasonably prudent person who would have acted under the same or similar circumstances.

Appendix G – Contributions to Health Insurance Plans (Imposed-12-5-17)

Blue Options 5774	2014 Total Per Pay
Board Contribution	\$270.00
Employee Only	\$12.00
Employee Spouse	\$208.50
Employee Child(ren)	\$199.00
Employee Family	\$266.00
Blue Options 5772	Total Contribution Per Paycheck
Board Contribution	\$270.00
Employee Only	\$56.50
Employee Spouse	\$278.50
Employee Child(ren)	\$267.50
Employee Family	\$344.00
Blue Options 5770	2014 Total Per Pay
Board Contribution	\$270.00
Employee Only	\$106.00
Employee Spouse	\$360.50
Employee Child(ren)	\$347.50
Employee Family	\$435.50

By way of example only, for an employee who has enrolled their whole family (spouse and children) in the Blue Options 5772, the Board will contribute \$270.00 per pay period from the Board towards health insurance, and the employee will contribute \$344.00 per pay period toward health insurance.

Appendix H – Memoranda of Understanding

**Memorandum of Understanding
Between
The School District of Indian River County
and
The Indian River County Education Association**

Re: Work Hours and Salary Amounts for Instructional Personnel at Fellsmere Elementary School for 2015-16

An agreement has been reached between the Indian River County Education Association (IRCEA) and the School District of Indian River County (SDIRC) regarding work hours and salary amounts paid to instructional employees at Fellsmere Elementary School for the 2015-2016 school year. For the 2015-2016 school year only, the specific provisions as outlined in this MOU will supersede any existing relevant provisions of the Instructional Contract for instructional employees at Fellsmere Elementary School that directly relate to employee hours worked per student day and salary amounts paid under the instructional employee salary schedule.

Instructional personnel at Fellsmere Elementary School will work seven and three-quarters (7.75) hours each student day to provide an additional hour of required reading instruction. The only exceptions will be instructional personnel who are not eligible to teach the additional hour of instruction according to F.S. 1011.62(1)(f)(2) and/or those affected by conflicts in the master schedule. Employees who are not eligible under statute to teach the additional hour of instruction shall have a seven and one-half (7.5) hour workday and be paid accordingly, unless specifically designated to work an extra hour to provide class coverage under the school's master schedule. The additional 15 minutes worked per day will be paid at the employee's hourly rate of pay. Days in which students are not in attendance, *i.e.* teacher pre-planning days, teacher workdays, and teacher post planning days, shall be seven and one-half (7.5) hour workdays and be paid accordingly.

Any additional changes regarding implementation of this Memorandum of Agreement affecting terms and conditions of employment shall be negotiated.



For the Board



For the Association

9/3/15
Date

9/3/15
Date

MEMORANDUM OF UNDERSTANDING
between
INDIAN RIVER COUNTY EDUCATION ASSOCIATION
and
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

2015-16 Insurance Plans

WHEREAS, School District of Indian River County (SDIRC) needs to establish insurance plans and rates for its employees for the benefit year commencing on July 1, 2015.

WHEREAS, the 2013-15 Collective Bargaining Agreement between Indian River County Education Association (IRCEA) and School District of Indian River County (SDIRC) terminates on June 30, 2015 and is subject to negotiations for the period starting on July 1, 2015.

WHEREAS, benefits plans and costs are subject to negotiations, in accordance with Article XIX.4 of the Collective Bargaining Agreement.

WHEREAS, the open enrollment period for the 2015-16 benefit year must occur prior to the start of the benefit year.

WHEREAS, SDIRC is a self-insured entity, and

WHEREAS, the district, in order to keep the insurance fund solvent and offer an appropriate variety of insurance options to employees finds it necessary to amend medical insurance options.

THEREFORE,

The parties agree to the following, commencing on July 1, 2015:

That the insurance offerings for the 2015-16 benefits year will eliminate the "Blue Choice 702" plan.

That the Blue Options \$770 plan will continue to be offered with reduction of "Specialist Visits" from a \$45 co-pay to a \$25 co-pay, and with reduction of MRI, Cat Scan, PET Scan, Nuclear Medicine from a \$200 co-pay to a \$100 co-pay.

That a new plan 5772 plan will be offered to MBU's with the following costs per pay:

Current Board Contribution: \$208.50
Employee Only: \$36.50
Employee Spouse: \$196.50
Employee Children: \$188.50
Employee Family: \$243.50

And, the parties agree to negotiate rates and the Board Contribution in good faith as part of the Collective Bargaining process for the contract to commence on July 1, 2015.


for the District

5/22/15


for the Association

5/22/15

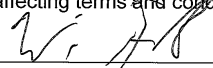
**Memorandum of Understanding
Between
The School District of Indian River County
and
The Indian River County Education Association**

Re: Work Hours and Salary Amounts for Instructional Personnel at "Bottom 300" Schools

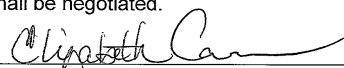
An agreement has been reached between the Indian River County Education Association (IRCEA) and the School District of Indian River County (SDIRC) regarding work hours and salary amounts paid to instructional employees at elementary schools deemed by the Florida Department of Education to be in the "bottom 300" for reading performance. The specific provisions as outlined in this MOU will supersede any existing relevant provisions of the Instructional Contract for instructional employees at "Bottom 300" schools that directly relate to employee hours worked per student day and salary amounts paid under the instructional employee salary schedule.

Instructional personnel at "Bottom 300" schools will work eight and a quarter (8.25) hours each student day to provide additional reading instruction. The only exceptions will be instructional personnel who are not eligible to teach the additional hour of instruction according to F.S. 1011.62(1)(f)(2) and/or those affected by conflicts in the master schedule. Employees who are not eligible under statute to teach the additional hour of instruction shall have an eight (8) hour workday and be paid accordingly, unless specifically designated to work an extra hour to provide class coverage under the school's master schedule. The additional 15 minutes worked per day will be paid at the employee's hourly rate of pay. Days in which students are not in attendance, *i.e.* teacher pre-planning days, teacher workdays, and teacher post planning days, shall be eight (8) hour workdays and be paid accordingly.

Any additional changes regarding implementation of this Memorandum of Agreement affecting terms and conditions of employment shall be negotiated.



For the Board



For the Association

9/6/16

Date

9/6/16

Date

MEMORANDUM OF UNDERSTANDING
between
The School District of Indian River County (SDIRC)
and
Indian River County Education Association (IRCEA)

The parties agree to amend the "Student Growth Assessment Measures" chart in the Teacher Evaluation Procedures Manual for the 2015-16 school year chart as follows:

Add:

Teacher World Languages – Elementary	4 th and 5 th Grade	LCA Percentile
Teacher Speech and Debate- Middle School		LCA Percentile

Tentative Agreement:



For SDIRC

5/26/16



For IRCEA

5-26-16

Teacher Evaluation Procedures Manual

2015-2018



School District of Indian River County

Revised for ~~2016-2017~~2017-2018

Introduction

This document is the Teacher Evaluation Program (TEP) Procedures Manual as implemented by the School District of Indian River County. The District has adopted the research of Dr. Robert Marzano. This framework of instruction and evaluation identifies the cause and effect relationship between teaching practices and student achievement with the ultimate aim of helping teachers and leaders make the most informed decisions that yield the greatest benefits for students.

Purposes and Principles

The purpose of the teacher evaluation system is to increase student learning growth by improving the quality of instructional, administrative, and supervisory service. The system is founded on a core of effective practices that have been strongly linked to increased student achievement and includes the Florida Educator Accomplished Practices, the contemporary research of Dr. Robert Marzano, and the requirements of Florida Statute 1012.34. The District has opted to utilize the Florida State model including all of the observation instruments that are linked directly to effective teaching practices and the Florida Educator Accomplished Practices (FEAPs).

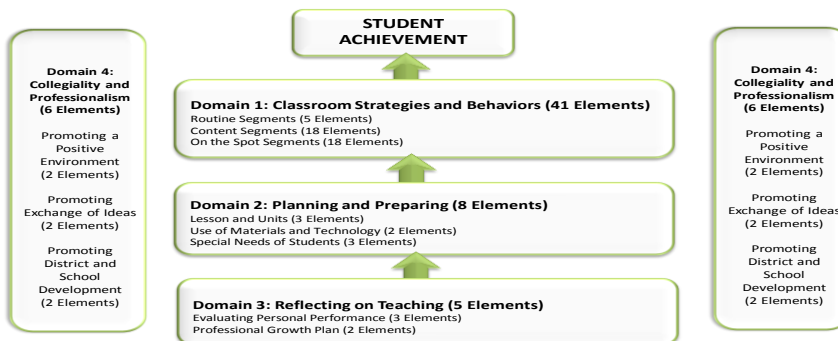
Guiding Principles of TEP:

What: Identifying the causal relationship between teaching practices and student achievement to help teachers and leaders make the most informed decisions that yield the greatest benefits for their students.

Why: Student achievement is in the forefront as a paramount goal for instruction. Effective teachers will continue to grow in their craft while helping students to experience learning growth.

How: Improve classroom instruction by using a model of teacher evaluation based on professional growth.

Art and Science of Teaching Teacher Evaluation Model



16

Implementation Process

~~Beginning with the 2012-2013 school year: Full implementation of the Marzano Evaluation Framework (State Model) with the exception of Deliberate Practice.~~

~~◆ Deliberate Practice will be implemented beginning with the 2013-2014 school year.~~

~~▶ Selection of up to three Deliberate Practice elements will consist of teacher selection, with mutual agreement.~~

During the 2017-18 contract year, the parties shall work together to assist teachers and administrators with the transition to the Marzano 2017 protocol. Such process shall include training regarding the contents of the new model and implementation. Full implementation shall occur within the 2018-19 contract year.

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Annual Evaluation

A teacher's final summative evaluation will be the combination of the teacher's Student ~~Performance~~Growth Score (~~VAMSPS~~) and the Instructional Practice Score (IPS).

Per Article IV.2 (F) of the Collective Bargaining Agreement the Instructional Practice Score and the Student ~~Growth~~Performance Score will count as follows:

~~For the 2013-14 and 2014-2015 school years, t~~he percentages used for the summative rating will be as follows:

- a. 50% derived from the Instructional Practice Score and 50% derived from the Student ~~Growth~~ Performance Score or other student measure listed in the TEP Manual for teachers with three years of data. Student measures shall only be based on students assigned to the MBU, or shall not count towards the three years of data.
- b. 50% derived from the Instructional Practice Score and 50% derived from the Student ~~Growth~~ Performance Score or other student measure listed in the TEP Manual for teachers with less than three years of data. Student measures shall only be based on students assigned to the MBU, or shall not count towards the three years of data. ~~Please see note (*) below.~~
- c. 50% derived from the Instructional Practice Score and 50% derived from the Student ~~Growth~~ Performance Score or other student measure listed in the TEP Manual for instructional personnel who are not classroom teachers with the three years of data.
- d. 50% derived from the Instructional Practice Score and 50% derived from the Student ~~Growth~~ Performance Score or other student measure listed in the TEP Manual and for whom three years of data are not available, for instructional personnel who are not classroom teachers with less than three years of data.

~~*Teachers administering new assessments during the 2014-2015 school year shall derive 40% of their summative rating from the Student Growth Score.~~

Selection of up to three Deliberate Practice elements will consist of teacher selection, with mutual agreement.

Instructional Practice (IPS) Evaluation Score

The Instructional Practice Score (IPS) is derived from evidence collected through observations, walk-throughs and conferences. The District will be using the Marzano Framework's Formative rating scale for the 4 Domain's and the corresponding elements as shown below:

Level of Performance Scale – Domain 1

Not Using 0	Beginning 1	Developing 2	Applying 3	Innovating 4
Strategy is called for but not exhibited	Strategy is used incorrectly, or with parts missing	Strategy is used correctly, but the majority of students are not monitored for the desired effect of the strategy	Strategy is used correctly and monitored for evidence of the extent to which the majority of students display the desired effect	Strategy is adapted and created for unique student needs and situations in order for the desired effect to be evident in all students

	4	3	2	1	0
Formative Ratings Used for Each Domain Element	Innovating	Applying	Developing	Beginning	Not Using

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Student Growth Performance Score (SGSPS)

Beginning in the 2011-2012 school year student assessment results will be incorporated into teacher evaluations in accordance with F.S. 1012.34 (3)(a) 4(b) and (d). In accordance with F.S. 1012.34(3)(a)(1) Statewide Standardized Assessments (SSA) will be used to measure student growth for classroom teachers whose students take the SSA. The Value Added Measure (VAM) for the teacher will be applied using the procedure outlined below.

Appendix A (located in the back) outlines what Student Growth Performance Assessment Measure will be assigned to each position.

As district and/or state approved assessments become available for non-SSA subject areas, the district will use these assessments to calculate the teacher's student growth score. Additional district/state approved assessments will be added to the Appendix A as they are adopted by the district.

Procedure for Applying the Value Added Growth Model:

A Value Added Growth Model produces a score for a teacher which reflects the average amount of learning growth of the teacher's students above or below the expected learning growth of similar students in the state, using specific variables accounted for in the model. A score of "0" indicates that students performed no better or worse than expected, based on the factors in the model. A positive score indicates that the students, on an aggregate level, performed better than expected, a negative score indicates that the students scored worse than expected. Beginning with the 2012-2013 school year, the School District of Indian River County will use the following steps to classify teachers under a Value Added Model.

Each teacher's VAM will be compared against a set of cut scores. The cut score of 0 will be used in the initial classification process.

If a teacher's VAM (raw score not considering the standard error or confidence intervals) is 0 or above then the teacher would be classified as at least Effective. To determine if the teacher is Highly Effective, the standard error will be multiplied by a confidence interval and subtracted from the teacher's VAM to provide a high level of certainty that the teacher's VAM is above 0.

Method for classifying HIGHLY EFFECTIVE:

- If Teacher VAM is positive and the $VAM - (Standard\ Error * Confidence\ Interval) > 0$, then the teacher is classified as Highly Effective
- A confidence interval of 1.5 standard errors will be used in the determination of Highly Effective.

Method for Classifying EFFECTIVE:

- If Teacher VAM is positive and the $VAM - (Standard\ Error * Confidence\ Interval) < 0$, then the teacher is classified as EFFECTIVE.
- A confidence interval of 1.5 standard errors will be used in this determination of EFFECTIVE.
- If Teacher VAM is negative and the $VAM + (Standard\ Error * Confidence\ Interval) > 0$, then the teacher is classified as EFFECTIVE.
- A confidence interval of 1 standard error will be used in this determination of EFFECTIVE.

To determine if the teacher is Unsatisfactory, or Needs Improvement, the standard error will be multiplied by a confidence interval and added to the teacher's VAM to provide an extremely high level of certainty that the teacher's VAM is below 0.

Method for classifying UNSATISFACTORY:

- If Teacher VAM is negative and $VAM + (Standard\ Error * Confidence\ Interval) < 0$, then the teacher is classified as Unsatisfactory
- A confidence interval of 2 standard errors will be used in the determination of Unsatisfactory.

Method For Classifying NEEDS IMPROVEMENT:

- If Teacher VAM is negative and $VAM + (Standard\ Error * Confidence\ Interval)$ does not meet the definition of Effective or Unsatisfactory, then the teacher is classified as Needs Improvement.

Evaluation Criteria

Consistent with FS 1012.34 (3)(a)(1)(a), a calculation of learning growth will include ~~up to at least~~ 3 years of student ~~performance~~ growth data if available. ~~The 2011-12 school year will be considered year one, with 2012-2013 as year two, unless future legislation postpones implementation of SB 736 mandates.~~ Student SSA data provided by the FLDOE will be used.

The student performance data will be translated into a rating scale using the four levels of performance: Highly Effective, Effective, Needs Improvement/Developing and Unsatisfactory. (See Scoring Rubric in ~~Appendix A on page 8~~) Individual teacher scores will be categorized in one of the four levels of performance, with an assigned score for the Student ~~Growth Performance~~ Score. This rating will be averaged and weighted appropriately to the Instructional Practice Score for the teacher's final summative rating for the school year.

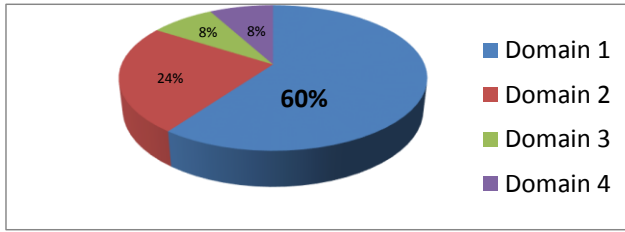
~~Teachers administering new assessments during the 2014-2015 school year shall derive 40% of their summative rating from the Student Growth Score.~~

Category I Teacher					
	Domains	Highly Effective (4)	Effective (3)	Developing (2)	Unsatisfactory (1)
	D1:	At least 50% at Level 3 or higher and at least 15% at Level 4 and no more than 5% at Level 1 or 0	At least 50% at Level 3 or higher	Less than 50% at Level 3 or higher and less than 25% at Level 1 or 0	Less than 50% at Level 3 or higher and greater than or equal to 25% at Level 1 or 0
	D2:				
	D3:				
	D4:				

Category II Teacher					
	Domains	Highly Effective (4)	Effective (3)	Developing (2)	Unsatisfactory (1)
	D1:	At least 55% at Level 3 or higher and at least 15% at Level 4 and no more than 5% at Level 1 or 0	At least 50% at Level 3 or higher	Less than 50% at Level 3 or higher and less than 25% at Level 1 or 0	Less than 50% at Level 3 or higher and greater than or equal to 25% at Level 1 or 0
	D2:				
	D3:				
	D4:				

Rubrics and Weighting

Each domain has been assigned a weight as indicated below. The score you receive for Domain 1 will count for 60% of your Instructional Practice Score (IPS), Domain 2 will count for 24% of the IPS, and **Domains 3 and 4 will count for 8% each** ~~so on~~, to give the teacher a total IPS score. The figure below shows the percentages for each domain.



The calculated total IPS Score using the weights as shown above is added to the teacher’s Student **Growth Performance** Score to provide each teacher their Final Summative Rating using the rubric below. The Teacher Evaluation system provides four levels of overall performance that defines the summative rating: Highly Effective, Effective, Needs Improvement/Developing, and Unsatisfactory. An example is provided for teachers following the “Final Summative Rubric” below.

For domains 2, 3, and 4, there shall be a minimum of four (4) scores entered for each domain through the year.

MARZANO’S INSTRUCTIONAL PRACTICE (IPS) SCORING RUBRIC

Teacher Categories

- **Category I teacher:** first three (3) years of hire within the District
- **Category II teacher:** any MBU not a Category I teacher

FINAL EVALUATION SCORE

(IPS + Student **Growth-Performance Summative Scores = Final Evaluation Summative Score)**

EXAMPLE:

Below is an example of how the Student **Growth-Performance** Score will be combined with the Instructional Practice Score to arrive at a Final Evaluation Score.

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	Rubric Score	Weighting	Summative Score
Student Growth-Performance Score (VAMSPS)	2	50%	2 X 50% = 1
Instructional Practice Score (IPS)	3	50%	3 X 50% = 1.5
Final Evaluation Score			2.5

SDIRC's FINAL EVALUATION RATING RUBRIC (Marzano's Rubric)

SDIRC's Rubric for Summative Rating	Low	High	Final Evaluation Rating
	3.5	4.0	Highly Effective
	2.5	3.4	Effective
	1.5	2.4	Developing/Needs Improvement Category I/Category II
	1.0	1.4	Unsatisfactory

~~FINAL EVALUATION RATING RUBRIC~~

Observation/Evaluation Timeline

Status	Component	Quantity	Timeline
Category I and II Teachers	Formative Conference	1	October 15
Category I Teacher	Formal Observation – including pre-observation conference, observation and post-observation conference – must be scheduled	2	Complete 1 formal observation by Dec. 9 Complete 1 formal observation by May 15
Category I Teacher	Informal Observation – at least 10 minutes in length – can be announced or unannounced	4	At least 2 per semester
Category II Teacher	Formal Observation – including pre-observation conference, observation and post-observation conference – must be scheduled	1-2	Complete 1 formal observation by Dec. 9
Category II Teacher	Informal Observation – at least 10 minutes in length – can be announced or unannounced	2-4	At least 1 per semester
Category I and II Teacher	Final IPS Score	1	By May 25

- Additional observations beyond the quantities specified above may be initiated by the MBU or the evaluator. Such observations shall occur within a mutually agreed upon timeframe.
- When an MBU receives a score of “Developing,” “Beginning,” or “Not Using” on a Marzano element, a period of five (5) days following receipt of written feedback on the observation shall elapse before a subsequent observation is conducted. This provision may be waived with written consent of the MBU. The MBU is encouraged to consult with and notify the Association in this event.
- During the post conference following the first semester Formal Observation, the MBU and evaluator will mutually agree whether the MBU will have a second Formal Observation or two additional Informal Observations. In the case where the parties are unable to reach mutual agreement, a second Formal Observation shall occur.

Common Language and Definitions

GLOSSARY

TERM	DESCRIPTION
Artifact	Written, electronic, photographic, or other forms of evidence for the purpose of demonstrating levels of proficiency within the Marzano Framework.
Causal Model of Teacher Evaluation	This term describes the link between classroom practices and behaviors that have a direct impact on student learning. In the Marzano Evaluation Framework, Domain 1 Classroom Strategies and Behaviors have the most direct link to student learning.
Common Language	<p>A transparent way to talk about instruction that is shared by everyone. It is a well-articulated knowledge base that describes the complexity of teaching and describes key strategies revealed by the research to have a high probability of impacting student learning. It should also describe the instructional context for appropriate use of instructional strategies to have the highest probability for raising student learning. The common language represents what a school or district defines as effective instruction.</p> <p>A common language enables teachers to engage in decision making, professional conversations and deliberate practice aimed at improving student achievement.</p> <p>For administrators, a common language provides the means to offer focused formative and summative feedback. It supports administrators in making decisions regarding hiring and selection of teachers, the induction of new teachers, professional development, coaching and support for struggling teachers as well as opportunities to develop career ladders for teachers. A common language is a key improvement strategy that provides the context for aligning all instructional programs.</p>
Contemporary Research	Recent research conducted within the last five to seven years.
Dominant Elements	Dominant elements are those elements that the observer has enough evidence to confidently score or something done intentionally by the teacher with enough evidence to be coded (scored). Dominant Elements are those that influence the flow of instruction in the classroom.

Deliberate Practice	A mindset that requires teachers to precisely attend to what they are doing in the classroom on a daily basis to identify what is working and what isn't and to determine why students are learning or not. In deliberate practice teachers identify up to three thin slices of teaching to focus their efforts to improve. Deliberate practice requires establishing a baseline for performance in a focus area (thin slice) and engaging in focused practice, feedback and monitoring of progress within a time-bound goal for improvement.
Design Questions	9 Questions teachers ask themselves when planning a lesson or unit of instruction. (Domain 1)
Desired Effect	The intended result of the teacher's strategy.
Domain	A body of knowledge defined by research representing a particular aspect of teaching.

TERM	DESCRIPTION
FEAPs	Florida Educator Accomplished Practices embody 3 essential principles: <ol style="list-style-type: none"> 1. The effective educator creates a culture of high expectations for all students by promoting the importance of education and each student's capacity for academic achievement. 2. The effective educator demonstrates deep and comprehensive knowledge of the subject taught. 3. The effective educator exemplifies the standards of the profession. There are 6 accomplished practices: 1. Quality Instruction 2. The Learning Environment 3. Instructional Delivery and Facilitation 4. Assessment 5. Continuous Improvement, Responsibility and Ethics 6. Professional Responsibility and ethical conduct
Focused Feedback	Feedback that is focused on specific classroom strategies and behaviors during a set time interval. The feedback is informative, constructive, objective and actionable. Feedback is generally provided by administrators, coaches, and peers.
Focused Practice	Practice that is focused on a limited number of strategies where corrections, modifications, and adaptations are made to improve student learning at an appropriate level of difficulty so that the teacher can experience success.
Individual Professional Development Plan (IPDP)	The IPDP is a plan related to specific performance data for students to whom the teacher is assigned. It defines the inservice objectives and specific measurable improvements expected in student performance as a result of inservice activity received by teacher. It includes an evaluation component to ascertain the effectiveness of provided in-service as well as

	the overall professional development plan as established by the school principal.
Instructional Practices Score (IPS)	The observation portion of a MBU's annual evaluation which is based on multiple observations undertaken by the MBU's supervisor.
Lesson Segment	Parts of a lesson that have unique goals and purposes for teachers and for students. Teachers engage in intentional and specific actions during these times. The Marzano Evaluation Framework consists of three major lesson segments: Lesson Segments Addressing Routine Events, Lesson Segments Addressing Content, and Lesson Segments Enacted on the Spot.
Not Using	Instructional strategy was called for in the lesson, but not observed.

TERM	DESCRIPTION
Planning (Pre)Conference	The planning or pre-conference provides an opportunity for the teacher and the administrator to talk about the lesson prior to the formal announced observation. During this time, the teacher and observer use the planning conference form as a means to discuss the lesson, engage in collaborative decision making, clarify expectations and identify areas where specific feedback will be provided.
Reflection (Post)Conference	The reflection or post-conference provides an opportunity for the teacher and the administrator to reflect about the lesson, clarify expectations and plan forward using the reflection (post)conference form as a guide for reflection and feedback.
Statewide Standardized Assessments (SSA)	Any standardized state approved assessment for a given subject.
Struggling Teacher	A teacher who demonstrates a trend of ineffective or unsatisfactory behaviors which results in a less than effective summative, i.e., moving from Category II to Category I.
Student Evidence	Specific observable behaviors that students engage in response to the teacher's use of particular instructional strategies.
Student Growth Score	This score defines student growth as indicated by the Value Added Model (VAM) score. This does not correlate in any manner with the student FCAT levels.
Summative Rating Score	A combination of a teacher's instructional practice score and their Student Growth score.
Teacher Evidence	Specific observable behaviors that teachers engage in when using a particular instructional strategies.

Thin Slices of Behavior	Notable teaching moves that can be observed in a classroom.
Three years of data	Current year plus two immediately preceding years.
Value Added Model (VAM)	Formula developed by the state to measure student-learning growth.
DEFINITIONS OF COMPONENTS	
90-Day Performance Probation	<ul style="list-style-type: none"> The statutory 90-Day process for which unsuccessful completion could lead to termination of a professional services contract or continuing contract for unsatisfactory performance. During this 90-day period the district will offer assistance to the MBU as prescribed by statute.
Category I Teacher	<ul style="list-style-type: none"> A teacher in the first three (3) years of hire within the District. One year equals one day more than half a year.
Category II Teacher	<ul style="list-style-type: none"> Any MBU not a Category I teacher
Final IPS Conference (scheduled in advance with the MBU)	<ul style="list-style-type: none"> Presentation of teacher artifacts and evidences of value added measures at or before the Evaluation Conference Individual overview of performance Finalizing the IPS Signing the forms
Formal Observation (mutually scheduled)	<ul style="list-style-type: none"> 30 minutes or one class period, whichever is greater Scheduled pre-observation conference Scheduled post-observation conference Used for annual evaluation Written feedback Observer gathers evidence regarding classroom instructional practices and behaviors
Formative Conference (scheduled in advance with the MBU)	<ul style="list-style-type: none"> Individual overview of evaluation procedure Goal setting Review of forms Review of electronic data components of evaluation system Identifying category of MBU (Category I or II teacher) Selection of Deliberate Practice element(s) will consist of teacher selection, with mutual agreement.
Informal Observation – (announced or unannounced)	<ul style="list-style-type: none"> At least 10 minutes in length Used for annual evaluation Written feedback Observer gathers evidence regarding classroom instructional practices and behavior
Performance Deficiency	<ul style="list-style-type: none"> Performance indicated by receipt of two consecutive scores on any Marzano element of any combination of “Developing,” “Beginning,” or “Not Using,” or receipt of scores of “Developing,” “Beginning,” or “Not Using” on at least 50% of the Marzano elements scored in any single observation in which at least four Marzano elements are scored.

Unsatisfactory Performance	<ul style="list-style-type: none"> Two consecutive unsatisfactory annual evaluations, two unsatisfactory annual evaluations within a three year period, or three consecutive annual evaluations of Needs Improvement or a combination of Needs Improvement and Unsatisfactory.
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Examples of Domain Sources of Evidence

<p>Domain 1: Classroom Strategies & Behaviors</p> <ul style="list-style-type: none"> Formal observation(s) Informal, announced observation Informal, unannounced observation Student surveys Videos of classroom practice Artifacts 	<p>Domain 2: Planning and Preparing</p> <ul style="list-style-type: none"> Planning & conference or preconference Lesson plan documentation Differentiated documents Technology Rubrics
<p>Domain 3: Reflecting on Teaching</p> <ul style="list-style-type: none"> Self-assessment Reflection conference Professional Growth Plan Conferences Discussions Artifacts 	<p>Domain 4: Collegiality & Professionalism</p> <ul style="list-style-type: none"> Conferences Discussions Professional Learning Communities Communication logs Mentoring Artifacts

Annual Review by the District

An annual review of the teacher evaluation system will be completed by the evaluation committee to determine compliance with Florida Statute. Any recommended revisions will be reviewed and approved by the SDIRC and IRCEA negotiating teams before incorporation into the evaluation system.

An ongoing evaluation of the teacher evaluation system to include analysis of data such as overall district trends, fidelity of implementation, and feedback from users will be conducted by the evaluation committee. Reports will be made to the Superintendent and the IRCEA. Periodic updates will be presented to the School Board as appropriate. The following methods will be used to collect data:

- Surveys to assess teacher/evaluator perceptions of adequacy of training, understanding of the system, fairness of the process, and impact of the new process on teaching and student learning
- Surveys of selected teachers and evaluators to gather feedback on system implementation and identify necessary adjustments
- Correlation of teacher performance ranking and student performance data
- Trend data on professional development offerings
- Patterns of performance on various components of the framework

- Review and feedback on the forms, rubric language, processes and support materials for recommended revisions

This analysis will be conducted with the assistance of the Curriculum and Instruction Department. Recommended revisions must be negotiated between the parties.

Amending Evaluations

In accordance with Section 1012.34(3)(a)4(d), Florida Statutes, the evaluator may amend an evaluation based upon assessment data from the current school year if the data becomes available within 90 calendar days after the close of the school year. An evaluation may also be amended: (1) following the evaluation conference meeting by mutual agreement between the teacher and evaluator; (2) as a result of an appeal of an evaluation according to the procedures set forth in Article IV, Teacher Evaluation; or (3) as a result of an award by an arbitrator.

Observation/Evaluation Forms

All Teacher Observation/Evaluation Forms will be placed within the TEP manual.

Procedures for Struggling Teachers (Non Probationary)

Non Probationary teachers only, if the evaluator observes Performance Deficiencies or an area where additional training is needed, intervention shall occur in one of two (2) ways: a conference on the deficiency and/or a Performance Improvement Plan (PIP).

A conference on the deficiency is a conversation between the teacher and evaluator that is documented. After the teacher understands the evaluator's expectations, the teacher has time to work on the deficiency before there is a follow-up conversation. The administrator is required to give the teacher a reasonable period of time to make improvement. An additional formal or informal observation beyond those stipulated in Article IV.4 of the Contract may be utilized to gauge whether the teacher has made improvement. If the expectations have been met, the administrator will communicate this in writing to the MBU.. In many cases, no further assistance is necessary. If the concern has not been addressed satisfactorily, the administrator may assign the teacher to complete a Performance Improvement Plan (PIP).

A PIP is a more formalized process that takes longer to complete. The administrator will hold a conference with the teacher, identify the deficiencies and make specific, comprehensive suggestions/strategies in writing, as to how the performance of the teacher can be improved. The teacher has up to sixty (60) calendar days in which to satisfactorily complete a PIP. A PIP must be completed prior to a teacher receiving Notification of Unsatisfactory Performance.

Notification of Unsatisfactory Performance

The following process shall be instituted following teacher notification of unsatisfactory performance. The teacher shall be:

1. Notified in writing of the unsatisfactory performance. This notification must specifically describe the unsatisfactory performance and include the following:
 - a. A meeting with the teacher
 - b. Specific, written recommendations as to how to improve the performance in areas that are unsatisfactory
 - c. Provide administrative assistance to help correct the deficiencies, e.g. professional development opportunities, mentoring/coaching, etc.
 - d. Provide a specific period of time in which the deficiencies are to be corrected. During this time period the teacher must be evaluated periodically and apprised of the progress. These evaluations will be conducted by someone other than the teacher's original evaluator.
2. The teacher will be placed on performance probation for a 90 day period (90 calendar days). Within this 90 day window the teacher must demonstrate corrective action.
3. After the close of the 90 calendar days, the evaluator must evaluate the teacher within 14 days, to see if the performance deficiencies have been corrected.
4. The evaluator must also (at the same time) forward a recommendation to the Superintendent.
5. The Superintendent has 14 days upon receipt of the recommendation to notify the teacher, in writing, whether performance deficiencies have been satisfactorily corrected, and whether the Superintendent will recommend renewal or termination of the employment contract.
6. If the teacher chooses to contest the Superintendent's recommendation, the teacher has 15 days to submit a written request for a hearing in accordance with Florida Statutes.

APPENDICES

APPENDIX A

- Student Growth Performance Assessment Measures

APPENDIX A

MBUs must report, within twenty-one (21) days of receipt of final summative rating, any perceived error concerning the Student Growth Performance Score. Such report will be filed with the Assistant Superintendent of Human Resources for review and consideration of possible remedies. Notwithstanding the above, MBUs shall retain all rights to seek redress through the grievance procedure as found under Article XVII – Grievance Procedure.

In the event that legislation is passed that affects evaluations and subsequently comes law with the effect of changing the minimum percentage of any MBU’s overall evaluation that must be derived from Student Growth Performance Scores, the values in the “Percent of Eval” column in the table below shall be modified accordingly.

Student Growth Performance Assessment Measures

Percent of Eval	TITLE DESCRIPTION – TEACHER	Measure	Assessment	Rubric
50/50%	TEACHER GRADE 4 (MATH ONLY)	VAM Math	Math statewide, standardized assessments	VAM
50/50%	TEACHER GRADE 4 (READING ONLY)	VAM Reading	ELA statewide, standardized assessments	VAM
50/50%	TEACHER GRADE 4 (READING/MATH)	VAM Combined	ELA and Math statewide, standardized assessments	VAM
50/50%	TEACHER GRADE 5 (MATH ONLY)	VAM Math	Math statewide, standardized assessments	VAM
50/50%	TEACHER GRADE 5 (READING ONLY)	VAM Reading	ELA statewide, standardized assessments	VAM
50/50%	TEACHER GRADE 5 (READING/MATH)	VAM Combined	ELA and Math statewide, standardized assessments	VAM
50/50%	TEACHER LANGUAGE ARTS HIGH GR 9-10	VAM Reading	ELA statewide, standardized assessments	VAM
50/50%	TEACHER LANGUAGE ARTS MIDDLE	VAM Reading	ELA statewide, standardized assessments	VAM
50/50%	TEACHER MATH ALGEBRA 1	VAM Math	Algebra EOC	VAM
50/50%	TEACHER MATH GEOMETRY	VAM Math (if available) Percentage of students scoring at Level 3 and above	Geometry EOC	VAM or Percentile
50/50%	TEACHER MATH MIDDLE	VAM Math	Math statewide, standardized assessments	VAM

50/50%	TEACHER-READING-HIGH	VAM-Reading	ELA-statewide-standardized assessments	VAM
50/50%	TEACHER-READING-MIDDLE	VAM-Reading	ELA-statewide-standardized assessments	VAM
50/50%	CAREER-SPECIALIST	Percentage of school students passing an Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	TEACHER-AGRICULTURE	Percentage of students passing an Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	TEACHER-BUSINESS-EDUCATION	Percentage of students passing an Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	TEACHER-CULINARY-ARTS	Percentage of students passing an Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	TEACHER-HEALTH-OCCUPATIONS	Percentage of students passing an Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	TEACHER-MARKETING-EDUCATION	Percentage of students passing an Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	TEACHER-TECHNOLOGY-EDUCATION	Percentage of students passing an Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	TEACHER-TV-PRODUCTION	Percentage of students passing an Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	TEACHER-BUSINESS-EDUCATION-MIDDLE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created EOG	PERCENTILE
50/50%	TEACHER-TECHNOLOGY-EDUCATION-MIDDLE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created EOG	PERCENTILE
50/50%	TEACHER-VOCATIONAL-NON-ICE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created EOG	PERCENTILE
50/50%	TEACHER-ART-ELEMENTARY	Percentage of 4 th & 5 th grade students passing the locally created assessment with a 59.5% or above	Locally Created EOG	PERCENTILE
50/50%	TEACHER-FOREIGN-LANGUAGE-ELEMENTARY	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created EOG	PERCENTILE
	TEACHER-GRADE-1-(MATH-ONLY)	Percent of students proficient in Math (50%)		
50/50%		Percent making expected growth between first and third administration of iReady Math (50%)	iReady Final Administration	PERCENTILE
	TEACHER-GRADE-2-(MATH-ONLY)	Percent of students proficient in Math (50%)		
50/50%		Percent making expected growth between first and third administration of iReady Math (50%)	iReady Final Administration	PERCENTILE
	TEACHER-GRADE-1-(READING-ONLY)	Percent of students proficient in reading (50%)		
50/50%		Percent making expected growth between first and third administration of iReady Reading (50%)	iReady Final Administration	PERCENTILE
	TEACHER-GRADE-2-(READING-ONLY)	Percent of students proficient in reading (50%)		
50/50%		Percent making expected growth between first and third administration of iReady Reading (50%)	iReady Final Administration	PERCENTILE

50/50%	TEACHER-GRADE 1 (READING/MATH)	<p>Percent of students proficient in reading (25%) Percent of students proficient in math (25%)</p> <p>Percent making expected growth between first and third administration of iReady Reading (25%)</p> <p>Percent making expected growth between first and third administration of iReady Math (25%)</p>	iReady Final Administration	PERCENTILE
50/50%	TEACHER-GRADE 2 (READING/MATH)	<p>Percent of students proficient in reading (25%) Percent of students proficient in math (25%)</p> <p>Percent making expected growth between first and third administration of iReady Reading (25%)</p> <p>Percent making expected growth between first and third administration of iReady Math (25%)</p>	iReady Final Administration	PERCENTILE
50/50%	TEACHER-GRADE 3 (MATH ONLY)	<p>Percent of students scoring at Level 3 and above on math statewide, standardized assessments (50%)</p> <p>Percent making expected growth between first and third administration of iReady Math (50%)</p>	<p>Math statewide, standardized assessments</p> <p>iReady Final Administration</p>	PERCENTILE
50/50%	TEACHER-GRADE 3 (READING ONLY)	<p>Percent of students scoring at Level 3 and above on ELA statewide, standardized assessments (50%)</p> <p>Percent making expected growth between first and third administration of iReady Reading (50%)</p>	<p>ELA statewide, standardized assessments</p> <p>iRead Final Administration</p>	PERCENTILE

50/50%	TEACHER-GRADE 3 (READING/MATH)	<p>Percent of students scoring at Level 3 and above on ELA statewide, standardized assessments (25%)</p> <p>Percent of students scoring at Level 3 and above on math statewide, standardized assessments (25%)</p> <p>Percent making expected growth between first and third administration of iReady Reading (25%)</p> <p>Percent making expected growth between first and third administration of iReady Math (25%)</p>	<p>ELA statewide, standardized assessments, and Math statewide, standardized assessments</p> <p>iReady Final Administration</p>	PERCENTILE
50/50%	TEACHER-GRADE 3 SCIENCE	Level 3 or above Statewide Standardized Assessment Math	Math statewide, standardized assessments	PERCENTILE
50/50%	TEACHER-GRADE 3 SOCIAL STUDIES	LEVEL 3 or above Statewide Standardized Assessment ELA	ELA statewide, standardized assessment	PERCENTILE
50/50%	TEACHER-KINDERGARTEN (MATH ONLY)	<p>Percent of students proficient in math (50%)</p> <p>Percent making expected growth between first and third administration on iReady Math (50%)</p>	iReady Final Administration	PERCENTILE
50/50%	TEACHER-KINDERGARTEN (READING ONLY)	<p>Percent of students proficient in reading (50%)</p> <p>Percent making expected growth between first and third administration on iReady Reading (50%)</p>	iReady Final Administration	PERCENTILE

50/50%	TEACHER-KINDERGARTEN (READING/MATH)	Percent of students proficient in reading ((25%) Percent of students proficient in math (25%) Percent making expected growth between first and third administration of iReady Reading (25%) Percent making expected growth between first and third administration on iReady Math (25%)	iReady Final Administration	PERCENTILE
50/50%	TEACHER-KINDERGARTEN-2 ND -GRADE SCIENCE	Percent making expected growth between first and third administration of iReady Math (50%) Use Percent making expected proficiency between first and third administration on iReady Math (50%)	iReady Math	PERCENTILE
50/50%	TEACHER-KINDERGARTEN-2 ND -GRADE SOCIAL STUDIES	Percent making expected growth between first and third administration of iReady Reading (50%) Use Percent making expected proficiency between first and third administration on iReady Reading (50%)	iReady Reading	PERCENTILE
50/50%	TEACHER-MUSIC-ELEMENTARY	Percentage of 4 th & 5 th grade students passing the locally created EOC with a 59.5% or above	Locally Created EOC	PERCENTILE
50/50%	TEACHER-PHYSICAL-EDUCATION-ELEMENTARY	Percentage of 4 th & 5 th grade students passing the locally created EOC with a 59.5% or above	Locally Created EOC	PERCENTILE
50/50%	TEACHER-PRE-K	Percent of students assigned making gains VPK Assessment from the pre-test to the post test (measured by either maintaining Meet or Exceed Expectations OR increasing from Below to either Meet or Exceed Expectations) If students assigned do not have VPK Assessment pre- and post-test results, then making gains on Patelle test will be used	VPK Assessment	PERCENTILE
50/50%	TEACHER-GRADE-4-SCIENCE	Math Learning Expectations Statewide, standardized assessment	Math statewide, standardized assessment	PERCENTILE
50/50%	TEACHER-GRADE-5-SCIENCE	Level 3 or above on Science statewide, standardized assessment	Science statewide, standardized assessment	PERCENTILE

50/50%	TEACHER GRADES 4-5 SOCIAL STUDIES	ELA Learning Expectations - statewide, standardized assessment	ELA statewide, standardized assessment	PERCENTILE
50/50%	LIBRARIAN/MEDIA SPEC ELEMENTARY	Weighted average of the Reading VAM for the school(s) assigned and the percentage of K-3 students proficient on iReady Reading.	ELA statewide, standardized assessments and iReady Reading	VAM and Percentile
50/50%	MATH COACH ELEMENTARY	Weighted average of the Math VAM for the school(s) assigned and the percentage of K-3 students proficient on iReady Math.	Math statewide, standardized assessments and iReady Math	VAM and Percentile
50/50%	READING COACH ELEMENTARY	Weighted average of the Reading VAM for the school(s) assigned and the percentage of K-3 students proficient on iReady Reading.	ELA statewide, standardized assessments and iReady Reading	VAM and Percentile
50/50%	TEACHER TITLE 1 RESOURCE	Weighted average of the Reading and/or Math (based on job function) VAM for the school(s) assigned and the percentage of K-3 students proficient on iReady Reading and/or Math (based on job function).	ELA and Math statewide, standardized assessments and iReady Reading and/or Math	VAM and Percentile
50/50%	TEACHER WRITING	Percent of students at or above state average for points in the Writing Reporting Category of the ELA statewide standardized assessment.	ELA statewide, standardized assessments	PERCENTILE
50/50%	BAND DIRECTOR MIDDLE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created assessment	PERCENTILE
50/50%	TEACHER ART MIDDLE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created assessment	PERCENTILE
50/50%	TEACHER COMPUTER EDU MIDDLE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created assessment	PERCENTILE
50/50%	TEACHER CRITICAL THINKING MIDDLE SCHOOL	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created assessment	PERCENTILE
50/50%	TEACHER FOREIGN LANGUAGE MIDDLE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created assessment	PERCENTILE
50/50%	TEACHER MUSIC MIDDLE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created assessment	PERCENTILE
50/50%	TEACHER PHYSICAL EDUCATION MIDDLE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created assessment	PERCENTILE
50/50%	TEACHER SCIENCE MIDDLE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created assessment	PERCENTILE
50/50%	TEACHER SCIENCE MIDDLE 8TH GRADE	Percentage of students scoring at Level 3 and above	Science statewide, standardized assessments	PERCENTILE
50/50%	TEACHER SOCIAL STUDIES MIDDLE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created assessment	PERCENTILE
50/50%	TEACHER SOCIAL STUDIES MIDDLE CIVICS	Percentage of students scoring at Level 3 and above VAM (if available)	Civics EOC	PERCENTILE
50/50%	GUIDANCE MIDDLE SCHOOL	Combined VAM for students assigned (if available) OR Percentage of students assigned meeting learning expectations	ELA and Math statewide, standardized assessments	VAM OR PERCENTILE
50/50%	LIBRARIAN/MEDIA SPEC MIDDLE	School Reading VAM	ELA statewide, standardized assessments	VAM
50/50%	ASSISTANT BAND DIRECTOR HIGH	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE

50/50%	BAND DIRECTOR HIGH	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	ORCHESTRA ASSOCIATE DIRECTOR	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	ROTC INSTRUCTOR	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	TEACHER AP PROGRAM	Mean student AP Score	AP Exam	SCORE RUBRIC
50/50%	TEACHER ART HIGH	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	TEACHER DRAMA	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	TEACHER DROPOUT PREVENTION	Combined VAM (50%) Percentage of students passing ALS final exams with a 59.5% or better for the courses taken (50%)	ELA and Math statewide, standardized assessments and ALS Final Exams	VAM and PERCENTILE
50/50%	TEACHER FOREIGN LANGUAGE HIGH	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	TEACHER IB DP COURSE	Percentage of students scoring at a level 4 or above (passing) (70%) Percentage of students earning College Ready status defined through school grade system (30%)	IB Exam, SAT, ACT, PERT, CPT	PERCENTILE
50/50%	TEACHER IN-SCHOOL SUSPENSION	School Combined VAM	ELA and Math statewide, standardized assessments	VAM
50/50%	TEACHER LANGUAGE ARTS HIGH GR 11-12	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	TEACHER MATH HIGH	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	TEACHER ALGEBRA 2	Percentage of students scoring level 3 or above on Algebra 2 EOC	Algebra 2 EOC	PERCENTILE
50/50%	TEACHER MUSIC HIGH	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	TEACHER PHYSICAL EDUCATION HIGH	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	TEACHER RESOURCE TEEN/PARENT	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	TEACHER SCIENCE HIGH	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	TEACHER SCIENCE HIGH BIOLOGY	Percentage of students scoring at Level 3 and above VAM (if available)	Biology EOC	PERCENTILE
50/50%	TEACHER SOCIAL STUDIES HIGH	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created assessment	PERCENTILE
50/50%	TEACHER SOCIAL STUDIES HIGH US HISTORY	Percentage of students scoring at Level 3 and above VAM (if available)	US History EOC	PERCENTILE

50/50%	AP/IB COORDINATOR	Percentage of students earning IB Diploma (IB Coordinator only) (33%) Percentage of students earning AP Scholar Designation (AP Coordinator only) (33%) Percentage of students scoring at a level 4 or above (IB) or 3 or above (AP) (33%) Percentage of AP/IB students schoolwide earning College-Ready status defined through school grade system (33%)	IB/AP Exams, SAT, ACT, PERT, CPT	PERCENTILE
50/50%	ATHLETIC DIRECTOR (HIGH SCHOOL)	Percentage of student athletes earning College-Ready status defined through school grade system	SAT, ACT, PERT, CPT	PERCENTILE
50/50%	GUIDANCE HIGH	Combined VAM for students assigned (if available) OR Percentage of students assigned earning College-Ready status defined through school grade system (50%) Percentage of students meeting learning expectations (50%)	ELA and Math statewide, standardized assessments, Algebra and Geometry EOC, SAT, ACT, PERT, CPT	VAM OR PERCENTILE
50/50%	LIBRARIAN/MEDIA SPEC HIGH	School Reading VAM	ELA statewide, standardized assessments	VAM
50/50%	MIGRANT SECONDARY ADVOCATE	9th/10th Grade: Percent of students assigned who met math and reading learning expectations 11th/12th Grade: Percentage of students increasing ELL statewide, standardized assessment reading scores.	ELA and Math statewide, standardized assessments, ELL statewide, standardized assessment	PERCENTILE
50/50%	ADULT ED OCCUP OUTREACH COORD	Percentage of school students passing an Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	CAREER SPECIALIST ADULT ED	Percentage of students school-wide attending classes who pass GED Subject Tests (50%) Percentage of students school-wide increasing a Functioning Level Code (50%)	GED, TABE	PERCENTILE
50/50%	TEACHER ADULT EDUCATION	Percentage of students assigned attending classes who pass GED Subject Tests (50%) Percentage of students assigned increasing a Functioning Level Code (50%)	GED, TABE	PERCENTILE
50/50%	BILINGUAL SPECIALIST	ELL Combined VAM (if available) OR Percentage of ELL students increasing ELL statewide, standardized assessment Reading scores	ELA and Math statewide, standardized assessments, and ELL statewide, standardized assessment	VAM OR PERCENTILE
50/50%	ESOL RESOURCE TEACHER	ELL Combined VAM (if available) OR Percentage of ELL students increasing ELL statewide, standardized assessment Reading scores	ELA and Math statewide, standardized assessments, and ELL statewide, standardized assessment	VAM OR PERCENTILE
50/50%	OCCUPATIONAL SPECIALIST	Percentage of school students passing an Industry Certification Exam	ELA and Math statewide, standardized assessments	PERCENTILE
50/50%	RESOURCE SPECIALIST	Percentage of ESE students meeting expectations	ELA and Math statewide, standardized assessments	PERCENTILE
50/50%	SCHOOL SOCIAL WORKER/VISITING	Weighted average of the Combined School VAM scores for the schools assigned.	ELA and Math statewide, standardized assessments	PERCENTILE

50/50%	SLP—SCHOOL-BASED	Reading-VAM (if available) OR The reading/ELA measures for the students assigned	Dependent on teachers assigned	VAM OR PERCENTILE
50/50%	SLP—VPK/ESE SCHOOL-BASED	Percent of students assigned making gains VPK Assessment from the pre-test to the post-test (measured by either maintaining Meet or Exceed Expectations OR increasing from Below to either Meet or Exceed Expectations) If students assigned do not have VPK Assessment pre- and post-test results, then making gains on Batelle test will be used	VPK Assessment	PERCENTILE
50/50%	SLP—PREK-ITINERANT	Percentage of students assigned that increase their severity rating (or, if initially rated Mild, maintain Mild rating) as measured by HCAPP from the first administration in school year to final administration in school year.	HCAPP	PERCENTILE
50/50%	SLP—PRESCHOOL-DIAGNOSTICIAN	Weighted Average of Student Performance Measure of all district SLP—VPK/ESE School-Based and SLP—PreK Itinerant instructional personnel.	Dependent on teachers assigned	VAM or Percentile
50/50%	TEACHER-COACH	Weighted average of the student growth measures of teachers assigned	Dependent on teachers assigned	PERCENTILE
50/50%	TEACHER-ESOL	ELL Combined VAM (if available) OR Percentage of ELL students meeting expectations	ELA and Math statewide, standardized assessments	VAM or Percentile
50/50%	TEACHER-EXCEPTIONAL ED—SLD	The following will be used in order (if 1 is not available, then 2. If 2 is not available, then 3.) 1. VAM 2. Weighted average of the regular education measure. 3. Percent of students who increased scale score on FAA (*If documented health issues led to decline on FAA, then they will be removed from the cohort assigned to the teacher for evaluation purposes)	ELA and Math statewide, standardized assessments, FAA, SAT-10, Course Grades	VAM or PERCENTILE
50/50%	TEACHER-EXCEPTIONAL ED—VE			
50/50%	TEACHER-EXCEPTIONAL ED-AUTISM			
50/50%	TEACHER-EXCEPTIONAL ED-GIFTED			
50/50%	TEACHER-EXCEPTIONAL ED-H/H			
50/50%	TEACHER-EXCEPTIONAL ED-OI			
50/50%	TEACHER-EXCEPTIONAL ED-PK-HDC			
50/50%	TEACHER-EXCEPTIONAL ED-VI			
50/50%	TEACHER-EXCEPTIONAL EDUCATION			
50/50%	TEACHER-ON ASSIGNMENT C/I	District VAM in the subject most in line with position	ELA and/or Math statewide standardized assessments	VAM
30/20%	TEACHER-ON ASSIGN-STAFF DEV	Weighted average of the Combined VAM scores for teachers within the Professional Development Certification Program (PDCP)	ELA and/or Math statewide standardized assessments	VAM
100%	HOMELESS-TRANSITION-TEACHER	-Double the IPS		
50/50%	"PUSH-IN" ESE TEACHERS (Teachers that are scheduled in Unique Skills rather than actual subjects)	Have teacher submit LCA score to principal	LCA	PERCENTILE
50/50%	TEACHER-WORLD-LANGUAGES-ELEMENTARY GRADES 4-5	LCA	LCA	PERCENTILE
50/50%	TEACHER-SPEECH-AND-DEBATE-MIDDLE	LCA	LCA	PERCENTILE

<u>Percent of Eval</u>	<u>Number</u>	<u>TITLE DESCRIPTION - TEACHER</u>	<u>Measure</u>	<u>Assessment</u>	<u>Rubric</u>
<u>50/50%</u>	<u>0</u>	<u>ATHLETIC DIRECTOR (HIGH SCHOOL)</u>	<u>Percentage of student athletes earning College Ready status defined through school grade system</u>	<u>SAT, ACT, PERT, CPT</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>0</u>	<u>SCHOOL SOCIAL WORKER/VISITING</u>	<u>Weighted average of the Combined School VAM scores for the schools assigned.</u>	<u>ELA and Math statewide, standardized assessments</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>K-2-SC</u>	<u>TEACHER KINDERGARTEN-2ND GRADE SCIENCE</u>	<u>Percent of students proficient in Math (50%) Percent making expected growth between first and third administration of iReady Math (50%)</u>	<u>iReady Math</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>K-2-SS</u>	<u>TEACHER KINDERGARTEN-2ND GRADE SOCIAL STUDIES</u>	<u>Percent of students proficient in reading (50%) Percent making expected growth between first and third administration of iReady Reading (50%)</u>	<u>iReady Reading</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>K-5 ART</u>	<u>TEACHER ART ELEMENTARY</u>	<u>Percentage of 4th & 5th grade students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created EOC</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>K-5 FL</u>	<u>TEACHER FOREIGN LANGUAGE ELEMENTARY</u>	<u>Percentage of students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created EOC</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>K-5 MA</u>	<u>MATH COACH ELEMENTARY</u>	<u>Weighted average of the Math VAM for the school(s) assigned and the percentage of K-3 students proficient on iReadyMath.</u>	<u>Math statewide, standardized assessments and iReady Math</u>	<u>VAM and Percentile</u>
<u>50/50%</u>	<u>K-5 MUS</u>	<u>TEACHER MUSIC ELEMENTARY</u>	<u>Percentage of 4th & 5th grade students passing the locally created EOC with a 59.5% or above</u>	<u>Locally Created EOC</u>	<u>PERCENTILE</u>

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<u>50/50%</u>	<u>K-5 PE</u>	<u>TEACHER PHYSICAL EDUCATION ELEMENTARY</u>	<u>Percentage of 4th & 5th grade students passing the locally created EOC with a 59.5% or above</u>	<u>Locally Created EOC</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>K-5 RDG</u>	<u>READING COACH ELEMENTARY</u>	<u>Weighted average of the Reading VAM for the school(s) assigned and the percentage of K-3 students proficient on iReady Reading.</u>	<u>ELA statewide, standardized assessments and iReady Reading</u>	<u>VAM and Percentile</u>
<u>50/50%</u>	<u>K-5 TTL1</u>	<u>TEACHER TITLE 1 RESOURCE</u>	<u>Weighted average of the Reading and/or Math (based on job function) VAM for the school(s) assigned and the percentage of K-3 students proficient on iReady Reading and/or Math (based on job function).</u>	<u>ELA and Math statewide, standardized assessments and iReady Reading and/or Math</u>	<u>VAM and Percentile</u>
<u>50/50%</u>	<u>K-5 WRT</u>	<u>TEACHER WRITING</u>	<u>Percent of students at or above state average for points in the Writing Reporting Category of the ELA statewide standardized assessment.</u>	<u>ELA statewide, standardized assessments</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>K-5 LMS</u>	<u>LIBRARIAN/MEDIA SPEC ELEMENTARY</u>	<u>Weighted average of the Reading VAM for the school(s) assigned and the percentage of K-3 students proficient on iReady Reading.</u>	<u>ELA statewide, standardized assessments and iReady Reading</u>	<u>VAM and Percentile</u>
<u>50/50%</u>	<u>K-M</u>	<u>TEACHER KINDERGARTEN (MATH ONLY)</u>	<u>Percent of students proficient in Math (50%) Percent making expected growth between first and third administration of iReady Math (50%)</u>	<u>iReady Final Administration</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>K-R</u>	<u>TEACHER KINDERGARTEN (READING ONLY)</u>	<u>Percent of students proficient in reading (50%) Percent making expected growth between first and third administration of iReady Reading (50%)</u>	<u>iReady Final Administration</u>	<u>PERCENTILE</u>

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<u>50/50%</u>	<u>K-RM</u>	<u>TEACHER KINDERGARTEN (READING/MATH)</u>	<u>Percent of students proficient in reading (25%)</u> <u>Percent of students proficient in math (25%)</u> <u>Percent making expected growth between first and third administration of iReady Reading (25%)</u>	<u>iReady Final Administration</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>1-M</u>	<u>TEACHER GRADE 1 (MATH ONLY)</u>	<u>Percent of students proficient in Math (50%)</u> <u>Percent making expected growth between first and third administration of iReady Math (50%)</u>	<u>iReady Final Administration</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>1-R</u>	<u>TEACHER GRADE 1 (READING ONLY)</u>	<u>Percent of students proficient in reading (50%)</u> <u>Percent making expected growth between first and third administration of iReady Reading (50%)</u>	<u>iReady Final Administration</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>1-RM</u>	<u>TEACHER GRADE 1 (READING/MATH)</u>	<u>Percent of students proficient in reading (25%)</u> <u>Percent of students proficient in math (25%)</u> <u>Percent making expected growth between first and third administration of iReady Reading (25%)</u>	<u>iReady Final Administration</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>2-M</u>	<u>TEACHER GRADE 2 (MATH ONLY)</u>	<u>Percent of students proficient in Math (50%)</u> <u>Percent making expected growth between first and third administration of iReady Math (50%)</u>	<u>iReady Final Administration</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>2-R</u>	<u>TEACHER GRADE 2 (READING ONLY)</u>	<u>Percent of students proficient in reading (50%)</u> <u>Percent making expected growth between first and third administration of iReady Reading (50%)</u>	<u>iReady Final Administration</u>	<u>PERCENTILE</u>

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<u>50/50%</u>	<u>2-RM</u>	<u>TEACHER GRADE 2 (READING/MATH)</u>	<u>Percent of students proficient in reading (25%)</u> <u>Percent of students proficient in math (25%)</u> <u>Percent making expected growth between first and third administration of iReady Reading (25%)</u>	<u>iReady Final Administration</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>3-M</u>	<u>TEACHER GRADE 3 (MATH ONLY)</u>	<u>Percent of students scoring at Level 3 and above on math statewide, standardized assessments (50%)</u> <u>Percent making expected growth between first and third administration of iReady Math (50%)</u>	<u>Math statewide, standardized assessments</u> <u>iReady Final Administration</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>3-R</u>	<u>TEACHER GRADE 3 (READING ONLY)</u>	<u>Percent of students scoring at Level 3 and above on ELA statewide, standardized assessments (50%)</u> <u>Percent making expected growth between first and third administration of iReady Reading (50%)</u>	<u>ELA statewide, standardized assessments</u> <u>iReady Final Administration</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>3-RM</u>	<u>TEACHER GRADE 3 (READING/MATH)</u>	<u>Percent of students scoring at Level 3 and above on ELA and Math statewide, standardized assessments (50%)</u> <u>Percent making expected growth between first and third administration of iReady Reading and Math (50%)</u>	<u>ELA statewide, standardized assessments, and Math statewide, standardized assessments</u> <u>iReady Final Administration</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>3-SC</u>	<u>TEACHER GRADE 3 SCIENCE</u>	<u>Level 3 or above Statewide Standardized Assessment Math</u>	<u>Math statewide, standardized assessments</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>3-SS</u>	<u>TEACHER GRADE 3 SOCIAL STUDIES</u>	<u>LEVEL 3 or above Statewide Standardized Assessment ELA</u>	<u>ELA statewide, standardized assessment</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>4-5-SS</u>	<u>TEACHER GRADES 4-5 SOCIAL STUDIES</u>	<u>ELA Learning Expectations statewide, standardized assessment</u>	<u>ELA statewide, standardized assessment</u>	<u>PERCENTILE</u>

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<u>50/50%</u>	<u>4-5-WLDLGN</u>	<u>TEACHER WORLD LANGUAGES-ELEMENTARY GRADES 4-5</u>	<u>LCA</u>	<u>LCA</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>4-M</u>	<u>TEACHER GRADE 4 (MATH ONLY)</u>	<u>VAM Math</u>	<u>Math statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>4-R</u>	<u>TEACHER GRADE 4 (READING ONLY)</u>	<u>VAM Reading</u>	<u>ELA statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>4-RM</u>	<u>TEACHER GRADE 4 (READING/MATH)</u>	<u>VAM Combined</u>	<u>ELA and Math statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>4-SC</u>	<u>TEACHER GRADE 4 SCIENCE</u>	<u>Math Learning Expectations Statewide, standardized assessment</u>	<u>Math statewide, standardized assessment</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>5-M</u>	<u>TEACHER GRADE 5 (MATH ONLY)</u>	<u>VAM Math</u>	<u>Math statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>5-R</u>	<u>TEACHER GRADE 5 (READING ONLY)</u>	<u>VAM Reading</u>	<u>ELA statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>5-RM</u>	<u>TEACHER GRADE 5 (READING/MATH)</u>	<u>VAM Combined</u>	<u>ELA and Math statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>5-SC</u>	<u>TEACHER GRADE 5 SCIENCE</u>	<u>Level 3 or above on Science statewide, standardized assessment</u>	<u>Science statewide, standardized assessment</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>AD-ED-CARSPT</u>	<u>CAREER SPECIALIST-ADULT ED</u>	<u>Percentage of students school-wide attending classes who pass GED Subject Tests (50%) Percentage of students school-wide increasing a Functioning Level Code (50%)</u>	<u>GED, TABE</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>AD-ED-OUT</u>	<u>ADULT ED OCCUP OUTREACH COORD</u>	<u>Percentage of school students passing an industry Certification Exam</u>	<u>Industry Certification Exam</u>	<u>PERCENTILE</u>

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<u>50/50%</u>	<u>AD-ED-TEAC</u>	<u>TEACHER ADULT EDUCATION</u>	<u>Percentage of students assigned attending classes who pass GED Subject Tests (50%)</u> <u>Percentage of students assigned increasing a Functioning Level Code (50%)</u>	<u>GED, TABE</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>AP/IB-COOR</u>	<u>AP/IB COORDINATOR</u>	<u>Percentage of students earning IB Diploma (IB Coordinator only) (33%)</u> <u>Percentage of students earning AP Scholar Designation (AP Coordinator only) (33%)</u> <u>Percentage of students scoring at a level 4 or above (IB) or 3 or above (AP) (33%)</u> <u>Percentage of AP/IB students schoolwide earning College Ready status defined through school grade system (33%)</u>	<u>IB/AP Exams, SAT, ACT, PERT, CPT</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>AP-9-12</u>	<u>TEACHER AP PROGRAM</u>	<u>Mean student AP Score</u>	<u>AP Exam</u>	<u>SCORE RUBRIC</u>
<u>50/50%</u>	<u>ART-6-8</u>	<u>TEACHER ART MIDDLE</u>	<u>Percentage of students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created assessment</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>ART-9-12</u>	<u>TEACHER ART HIGH</u>	<u>Percentage of students passing the locally created ASSESSMENT with a 59.5% or above</u>	<u>Locally Created ASSESSMENT</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>BAND-6-8</u>	<u>BAND DIRECTOR MIDDLE</u>	<u>Percentage of students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created assessment</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>BND-ASST</u>	<u>ASSISTANT BAND DIRECTOR HIGH</u>	<u>Percentage of students passing the locally created ASSESSMENT with a 59.5% or above</u>	<u>Locally Created ASSESSMENT</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>BAND-9-12</u>	<u>BAND DIRECTOR HIGH</u>	<u>Percentage of students passing the locally created ASSESSMENT with a 59.5% or above</u>	<u>Locally Created ASSESSMENT</u>	<u>PERCENTILE</u>

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<u>50/50%</u>	<u>BILIN</u>	<u>BILINGUAL SPECIALIST</u>	<u>ELL Combined VAM (if available) OR Percentage of ELL students increasing ELL statewide, standardized assessment Reading scores</u>	<u>ELA and Math statewide, standardized assessments, and ELL statewide, standardized assessment</u>	<u>VAM OR PERCENTILE</u>
<u>50/50%</u>	<u>CAPE AGR</u>	<u>TEACHER AGRICULTURE</u>	<u>Percentage of students passing an Industry Certification Exam</u>	<u>Industry Certification Exam</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>CAPE BE</u>	<u>TEACHER BUSINESS EDUCATION</u>	<u>Percentage of students passing an Industry Certification Exam</u>	<u>Industry Certification Exam</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>CAPE BE 6-8</u>	<u>TEACHER BUSINESS EDUCATION MIDDLE</u>	<u>Percentage of students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created EOC</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>CAPE CA</u>	<u>TEACHER CULINARY ARTS</u>	<u>Percentage of students passing an Industry Certification Exam</u>	<u>Industry Certification Exam</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>CAPE HO</u>	<u>TEACHER HEALTH OCCUPATIONS</u>	<u>Percentage of students passing an Industry Certification Exam</u>	<u>Industry Certification Exam</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>CAPE MKT</u>	<u>TEACHER MARKETING EDUCATION</u>	<u>Percentage of students passing an Industry Certification Exam</u>	<u>Industry Certification Exam</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>CAPE NON ICE</u>	<u>TEACHER VOCATIONAL NON-ICE</u>	<u>Percentage of students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created EOC</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>CAPE SPT</u>	<u>CAREER SPECIALIST</u>	<u>Percentage of school students passing an Industry Certification Exam</u>	<u>Industry Certification Exam</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>CAPE TCH</u>	<u>TEACHER TECHNOLOGY EDUCATION</u>	<u>Percentage of students passing an Industry Certification Exam</u>	<u>Industry Certification Exam</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>CAPE TCH 6-8</u>	<u>TEACHER TECHNOLOGY EDUCATION MIDDLE</u>	<u>Percentage of students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created EOC</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>CAPE TV</u>	<u>TEACHER TV PRODUCTION</u>	<u>Percentage of students passing an Industry Certification Exam</u>	<u>Industry Certification Exam</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>COMP-6-8</u>	<u>TEACHER COMPUTER EDU MIDDLE</u>	<u>Percentage of students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created assessment</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>CRTI-6-8</u>	<u>TEACHER CRITICAL THINKING MIDDLE SCHOOL</u>	<u>Percentage of students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created assessment</u>	<u>PERCENTILE</u>

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<u>50/50%</u>	<u>DOP-6-12</u>	<u>TEACHER DROPOUT PREVENTION</u>	<u>Combined VAM (50%) Percentage of students passing ALS final exams with a 59.5% or better for the courses taken (50%)</u>	<u>ELA and Math statewide, standardized assessments and ALS Final Exams</u>	<u>VAM and PERCENTILE</u>
<u>50/50%</u>	<u>DRM-9-12</u>	<u>TEACHER DRAMA</u>	<u>Percentage of students passing the locally created ASSESSMENT with a 59.5% or above</u>	<u>Locally Created ASSESSMENT</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>ESE-PUSH</u>	<u>"PUSH-IN" ESE TEACHERS (Teachers that are scheduled in Unique Skills rather than actual subjects)</u>	<u>Have teacher submit LCA score to principal</u>	<u>LCA</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>ESOL</u>	<u>ESOL RESOURCE TEACHER</u>	<u>ELL Combined VAM (if available) OR Percentage of ELL students increasing ELL statewide, standardized assessment Reading scores</u>	<u>ELA and Math statewide, standardized assessments, and ELL statewide, standardized assessment</u>	<u>VAM OR PERCENTILE</u>
<u>50/50%</u>	<u>ESOL</u>	<u>TEACHER ESOL</u>	<u>ELL Combined VAM (if available) OR Percentage of ELL students meeting expectations</u>	<u>ELA and Math statewide, standardized assessments</u>	<u>VAM OR PERCENTILE</u>
<u>50/50%</u>	<u>FL-6-8</u>	<u>TEACHER FOREIGN LANGUAGE MIDDLE</u>	<u>Percentage of students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created assessment</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>FL-9-12</u>	<u>TEACHER FOREIGN LANGUAGE HIGH</u>	<u>Percentage of students passing the locally created ASSESSMENT with a 59.5% or above</u>	<u>Locally Created ASSESSMENT</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>GUID-6-8</u>	<u>GUIDANCE MIDDLE SCHOOL</u>	<u>Combined VAM for students assigned (if available) OR Percentage of students assigned meeting learning expectations</u>	<u>ELA and Math statewide, standardized assessments</u>	<u>VAM OR PERCENTILE</u>

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<u>50/50%</u>	<u>GUID-9-12</u>	<u>GUIDANCE HIGH</u>	<u>Combined VAM for students assigned (if available)</u> <u>OR</u> <u>Percentage of students assigned earning College Ready status defined through school grade system (50%)</u> <u>Percentage of students meeting learning expectations (50%)</u>	<u>ELA and Math statewide, standardized assessments, Algebra and Geometry EOC, SAT, ACT, PERT, CPT</u>	<u>VAM OR PERCENTILE</u>
<u>50/50%</u>	<u>IBDP</u>	<u>TEACHER IB DP COURSE</u>	<u>Percentage of students scoring at a level 4 or above (passing) (70%)</u> <u>Percentage of students earning College Ready status defined through school grade system (30%)</u>	<u>IB Exam, SAT, ACT, PERT, CPT</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>ISS-6-12</u>	<u>TEACHER IN-SCHOOL SUSPENSION</u>	<u>School Combined VAM</u>	<u>ELA and Math statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>LA -6-8</u>	<u>TEACHER LANGUAGE ARTS MIDDLE</u>	<u>VAM Reading</u>	<u>ELA statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>LA-11-12</u>	<u>TEACHER LANGUAGE ARTS HIGH GR 11 12</u>	<u>Percentage of students passing the locally created ASSESSMENT with a 59.5% or above</u>	<u>Locally Created ASSESSMENT</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>LA-9-10</u>	<u>TEACHER LANGUAGE ARTS HIGH GR 9 10</u>	<u>VAM Reading</u>	<u>ELA statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>LMS-6-8</u>	<u>LIBRARIAN/MEDIA SPEC MIDDLE</u>	<u>School Reading VAM</u>	<u>ELA statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>LMS-9-12</u>	<u>LIBRARIAN/MEDIA SPEC HIGH</u>	<u>School Reading VAM</u>	<u>ELA statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>MA- 6-8</u>	<u>TEACHER MATH MIDDLE</u>	<u>VAM Math</u>	<u>Math statewide, standardized assessments</u>	<u>VAM</u>

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50/50%	MA-9-12	TEACHER MATH HIGH	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	MA-ALG 1	TEACHER MATH ALGEBRA 1	VAM Math	Algebra EOC	VAM
50/50%	MA-ALG2	TEACHER ALGEBRA 2	Percentage of students scoring level 3 or above on Algebra 2 EOC	Algebra 2 EOC	PERCENTILE
50/50%	MA-GEO	TEACHER MATH GEOMETRY	VAM Math (If available) Percentage of students scoring at Level 3 and above	Geometry EOC	VAM or Percentile
50/50%	MSADV	MIGRANT SECONDARY ADVOCATE	9th/10th Grade: Percent of students assigned who met math and reading learning expectations 11th/12th Grade: Percentage of students increasing ELL statewide, standardized assessment reading scores.	ELA and Math statewide, standardized assessments, ELL statewide, standardized assessment	PERCENTILE
50/50%	MUS-6-8	TEACHER MUSIC MIDDLE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created assessment	PERCENTILE
50/50%	MUS-9-12	TEACHER MUSIC HIGH	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	ORC-AD	ORCHESTRA ASSOCIATE DIRECTOR	Percentage of students passing the locally created ASSESSMENT with a 59.5% or above	Locally Created ASSESSMENT	PERCENTILE
50/50%	OS	OCCUPATIONAL SPECIALIST	Percentage of school students passing an Industry Certification Exam	ELA and Math statewide, standardized assessments	PERCENTILE
50/50%	PE-6-8	TEACHER PHYSICAL EDUCATION MIDDLE	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created assessment	PERCENTILE

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<u>50/50%</u>	<u>PE-9-12</u>	<u>TEACHER PHYSICAL EDUCATION HIGH</u>	<u>Percentage of students passing the locally created ASSESSMENT with a 59.5% or above</u>	<u>Locally Created ASSESSMENT</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>PRE-K</u>	<u>TEACHER PRE-K</u>	<u>Percent of students assigned making gains VPK Assessment from the pre-test to the post-test (measured by either maintaining Meet or Exceed Expectations OR increasing from Below to either Meet or Exceed Expectations) If students assigned do not have VPK Assessment pre- and post-test results, then making gains on Batelle test will be used</u>	<u>VPK Assessment</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>RDG 6-8</u>	<u>TEACHER READING MIDDLE</u>	<u>VAM Reading</u>	<u>ELA statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>RDG-9-12</u>	<u>TEACHER READING HIGH</u>	<u>VAM Reading</u>	<u>ELA statewide, standardized assessments</u>	<u>VAM</u>
<u>50/50%</u>	<u>RES-T/P</u>	<u>TEACHER RESOURCE TEEN/PARENT</u>	<u>Percentage of students passing the locally created ASSESSMENT with a 59.5% or above</u>	<u>Locally Created ASSESSMENT</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>ROTC-9-12</u>	<u>ROTC INSTRUCTOR</u>	<u>Percentage of students passing the locally created ASSESSMENT with a 59.5% or above</u>	<u>Locally Created ASSESSMENT</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>RS</u>	<u>RESOURCE SPECIALIST</u>	<u>Percentage of ESE students meeting expectations</u>	<u>ELA and Math statewide, standardized assessments</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>SC-6-7</u>	<u>TEACHER SCIENCE MIDDLE</u>	<u>Percentage of students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created assessment</u>	<u>PERCENTILE</u>

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<u>50/50%</u>	<u>SC-8</u>	<u>TEACHER SCIENCE MIDDLE 8TH GRADE</u>	<u>Percentage of students scoring at Level 3 and above</u>	<u>Science statewide, standardized assessments</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>SC-9-12</u>	<u>TEACHER SCIENCE HIGH</u>	<u>Percentage of students passing the locally created ASSESSMENT with a 59.5% or above</u>	<u>Locally Created ASSESSMENT</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>SC-BIO</u>	<u>TEACHER SCIENCE HIGH BIOLOGY</u>	<u>Percentage of students scoring at Level 3 and above VAM (If available)</u>	<u>Biology EOC</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>SLP</u>	<u>SLP - SCHOOL BASED</u>	<u>Reading VAM (if available) OR The reading/ELA measures for the students assigned</u>	<u>Dependent on teachers assigned</u>	<u>VAM OR PERCENTILE</u>
<u>50/50%</u>	<u>SLP-PK-DIAG</u>	<u>SLP - PRESCHOOL DIAGNOSTICIAN</u>	<u>Weighted Average of Student Performance Measure of all district SLP - VPK/ESE School Based and SLP - PreK Itinerant instructional personnel.</u>	<u>Dependent on teachers assigned</u>	<u>VAM or Percentile</u>
<u>50/50%</u>	<u>SLP-VPK/ESE</u>	<u>SLP - VPK/ESE SCHOOL BASED</u>	<u>Percent of students assigned making gains VPK Assessment from the pre-test to the post-test (measured by either maintaining Meet or Exceed Expectations OR increasing from Below to either Meet or Exceed Expectations) If students assigned do not have VPK Assessment pre- and post-test results, then making gains on Batelle test will be used</u>	<u>VPK Assessment</u>	<u>PERCENTILE</u>

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<u>50/50%</u>	<u>SLP-VPK/IT</u>	<u>SLP - PREK ITINERANT</u>	<u>Percentage of students assigned that increase their severity rating (or, if initially rated Mild, maintain Mild rating) as measured by HCAPP from the first administration in school year to final administration in school year.</u>	<u>HCAPP</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>SP&D-6-8</u>	<u>TEACHER SPEECH AND DEBATE-MIDDLE</u>	<u>LCA</u>	<u>LCA</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>SS-6-8</u>	<u>TEACHER SOCIAL STUDIES MIDDLE</u>	<u>Percentage of students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created assessment</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>SS-7</u>	<u>TEACHER SOCIAL STUDIES MIDDLE CIVICS</u>	<u>Percentage of students scoring at Level 3 and above VAM (If available)</u>	<u>Civics EOC</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>SS-9-12</u>	<u>TEACHER SOCIAL STUDIES HIGH</u>	<u>Percentage of students passing the locally created assessment with a 59.5% or above</u>	<u>Locally Created assessment</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>SS-USHIST</u>	<u>TEACHER SOCIAL STUDIES HIGH US HISTORY</u>	<u>Percentage of students scoring at Level 3 and above VAM (If available)</u>	<u>US History EOC</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>TEA-COA</u>	<u>TEACHER COACH</u>	<u>Weighted average of the student growth measures of teachers assigned</u>	<u>Dependent on teachers assigned</u>	<u>PERCENTILE</u>
<u>50/50%</u>	<u>TOA-C/I</u>	<u>TEACHER ON ASSIGNMENT C/I</u>	<u>District VAM in the subject most in line with position</u>	<u>ELA and/or Math statewide standardized assessments</u>	<u>VAM</u>

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50/50%	TOA-SD	TEACHER ON ASSIGN STAFF DEV	Weighted average of the Combined VAM scores for teachers within the Professional Development Certification Program (PDCP)	ELA and/or Math statewide standardized assessments	VAM
100%	HTT	HOMELESS TRANSITION TEACHER	Double the IPS	LCA	-
50/50%	ESE-SLD	TEACHER EXCEPTIONAL ED - SLD	The following will be used in order (if 1 is not available, then 2. If 2 is not available, then 3.)		
50/50%	ESE-VE	TEACHER EXCEPTIONAL ED - VE			
50/50%	ESE-AUT	TEACHER EXCEPTIONAL ED AUTISM	1. VAM	ELA and Math statewide, standardized assessments, FSAA, iReady, Course Grades	VAM or PERCENTILE
50/50%	ESE-GFT	TEACHER EXCEPTIONAL ED GIFTED	2. Weighted average of the regular education measure.		
50/50%	ESE-HH	TEACHER EXCEPTIONAL ED H/H	3. Percent of students who increased scale score on FSAA (*If documented health issues led to decline on FAA, then they will be removed from the cohort assigned to the teacher for evaluation purposes)		
50/50%	ESE-QI	TEACHER EXCEPTIONAL ED QI	-		
50/50%	ESE-PK	TEACHER EXCEPTIONAL ED PK HDC	-		
50/50%	ESE-VI	TEACHER EXCEPTIONAL ED VI	-		
50/50%	ESE	TEACHER EXCEPTIONAL EDUCATION	-		

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*Teachers who did not give LCA but were notified they must are given an Unsatisfactory SPS

Percentile Rubric

Highly Effective =	70-100%
Effective =	40-69.9%
Needs improvement =	20-39.9%

Unsatisfactory =	0-19.9%
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i-Ready Diagnostic Scale Score Increases to Achieve Specified Years of Growth in Reading

	0.75 Year Ranges	0.75 Year Expected Growth
Grade K	34-45	34
Grade 1	34-45	34
Grade 2	29-39	29
Grade 3	22-32	22

i-Ready Diagnostic Scale Score Increases to Achieve Specified Years of Growth in Math

	0.75 Year Ranges	0.75 Year Expected Growth
Grade K	24-30	24
Grade 1	22-28	22
Grade 2	20-27	20
Grade 3	20-27	20

Score Rubric

Teachers of AP classes shall use a modified version of the Percentile Rubric. For each AP exam, P shall represent the average pass rate statewide, n shall represent the number of students enrolled district-wide in the AP course. Let $N = (n/10)\%$. The rubric for the AP exam shall be as follows:

Highly Effective =	$P - N + 10\% < \text{pass rate} < 100\%$
Effective =	$P - N < \text{pass rate} < P - N + 10\%$
Needs improvement =	$\frac{1}{2} (P - N) \leq \text{pass rate} < P - N$
Unsatisfactory =	$0\% \leq \text{pass rate} < \frac{1}{2} (P - N)$

EXAMPLE:

Highly Effective =	65-100%
Effective =	55-64.9%
Needs improvement =	27.5% - 54.9%
Unsatisfactory =	0-27.4%

Suppose the statewide average pass rate for a particular exam is 60%. Suppose there are 50 students district wide enrolled in the associate course. Then $N=5\%$, and the rubric for this particular exam would be as follows:

ESE Compensatory Adjustment

MBU's evaluated on the PERCENTILE rubric will receive a compensatory adjustment to the weighting of ESE students who meet the standard using a multiplier in their proficiency count according to the proportion of students in the MBU's class who fall into one or more of the following categories:

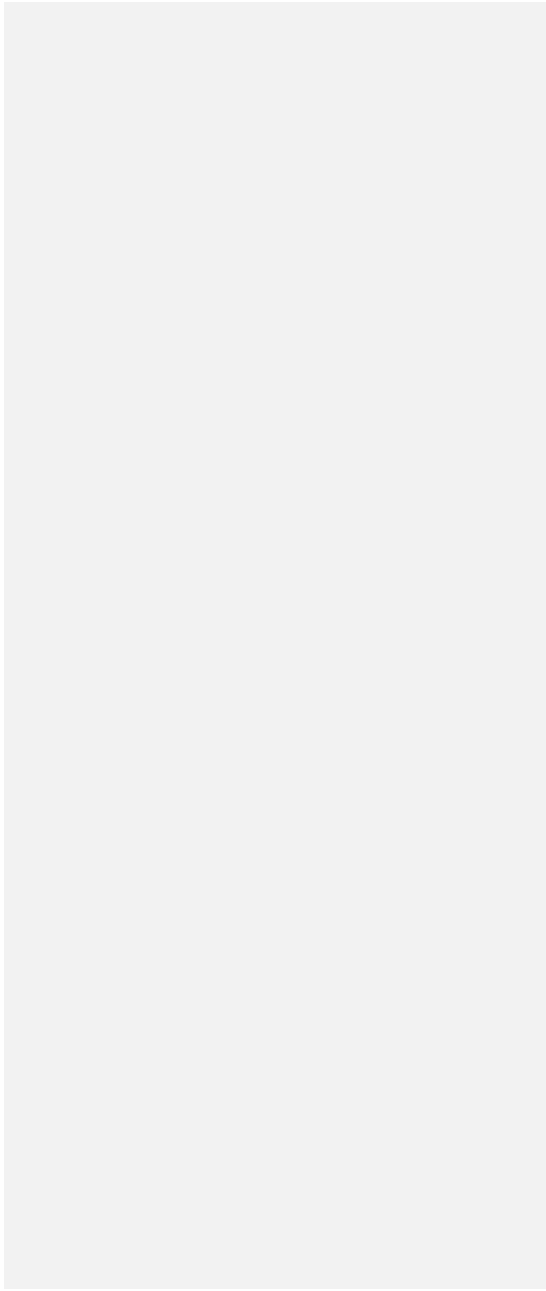
- Emotional/Behavioral Disability
- Specific Learning Disabled
- Language Impaired
- Orthopedically Impaired
- Other Health Impaired
- Autism Spectrum Disorder
- Traumatic Brain Injured
- Developmentally Delayed

For MBU's with fewer than 25% of students in the above categories, the multiplier shall be 1.2. For MBU's with at least 25% and fewer than 50% of students in the above categories, the multiplier shall be 1.4. For MBU's with at least 50% of students in the above categories, the multiplier shall be 1.6.

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APPENDIX B

- Pre Conference Form A
- ~~Pre Conference Form B~~
- Reflection Conference Form

Planning Conference Structured Interview Form A and B

Name of Teacher: _____ Name of Observer: _____

Planning Conference Date: _____ Observation Date: _____ Reflection Conference Date: _____

Instructions: Please attach your lesson plan, assessments, scoring guides, and/or rubrics to this document, if you have anything to share. Please be prepared to discuss the following questions in preparation for the planning conference

Classroom Demographics

Briefly describe the students in your classroom (e.g. number of students, gender, special needs etc.) Add ELL, ESE, SP/L too if you have

Answer:

Routine Events

1. What will you do to establish learning goals, track student progress and celebrate success for this lesson? DQ1 elements 1,2,3

Answer:

2. What will you do to establish or maintain classroom rules and procedures for this lesson? DQ6 elements 4,5

Answer:

Content Choose ONE: either 3-4-5

Please consider the following questions as appropriate for the lesson being observed

<p>3. What will you do to help students effectively interact with new knowledge? DQ2 elements 6-13</p>	<p>4. What will you do to help students practice new knowledge? DQ3 elements 14-20</p>	<p>5. What will I do to help students generate and test hypothesis about new knowledge? DQ4 el.21-23</p>
--	--	--

Answer:

Enacted on the Spot

6. What will you do to engage students in the lesson? DQ5 elements 24-32
Answer:
7. What will I do to recognize and acknowledge lack of adherence to classroom rules and procedures? DQ7 elements 33-35
Answer:
8. What will I do to establish and maintain <u>effective relationships</u> with students during this lesson? DQ8 elements 36-38
Answer:
9. What will I do to communicate <u>high expectations</u> to students <u>within the lesson</u> ? DQ9 elements 39-41
Answer:

Planning and Preparing for Lessons and Units
10. How will you scaffold the content within the lesson? element 42 Please describe: <ul style="list-style-type: none"> • the rationale for how the content of the lesson is organized • the rationale for the sequence of instruction • how the content is related to previous lessons, units or other content • possible confusions that may impact the lesson
Answer:
11. How does this lesson progress within the unit over time? element 43 Please describe:

- how lessons within the unit progress toward deep understanding and transfer of content
- describe how students will make choices and take initiative
- how learning will be extended

Answer:

12. How will you align this lesson with established content standards identified by the district and the manner in which that content should be sequenced (important content (scope/sequence) identified by the district)? element 44
Please describe the LAFS, MAFS, Science Standard(s) you are teaching and how they align to your lesson

Answer:

Planning and Preparing for Use of Resources and Technology

13. How will the resources and materials that you select be used to enhance students' understanding of the content?

Please describe the resources that will be used:

- traditional resources element 45
- technology element 46

Answer:

Planning and Preparing for the Special Needs of Students

14. How do you plan to address the special needs of your students to include special education students (element 48), ELL students (element 47) and students who come from home environments that offer little support for schooling (element 49)?

Answer:

Name of Teacher: _____ Name of Observer: _____

Reflection Conference Date: _____

Instructions: Please bring student work, assessments, scoring guides, and/or rubrics to the reflection conference and be prepared by filling out the following 5 questions:

General Reflection Domain 3 # 50
1. Overall, how do you think the lesson went and why?
Answer:
Identifying and Evaluating Areas of Pedagogical Strength and Weakness D3 #51
2. What were your biggest strengths in this lesson? Why do you say this?
Answer:
3. What area do you think you can still work on and why?
Answer:
Student Achievement Domain 3 #52
4. How did you enhance student achievement and what was the cause of the success (or any difficulty you ran into)? What specific strategies did you use to get there?
Answer:
IPDP Domain 3 #53-54
5. What were the two elements you chose for your Deliberate Practice on your IPDP and how are you working to master these two elements (activities, PD, etc)?
Answer:

Evaluation Forms

***Forms for Classroom and Instructional Support teachers can be found on the District webpage, www.indianriverschools.org, click on Departments – Human Resources**

APPENDIX C

Maps:

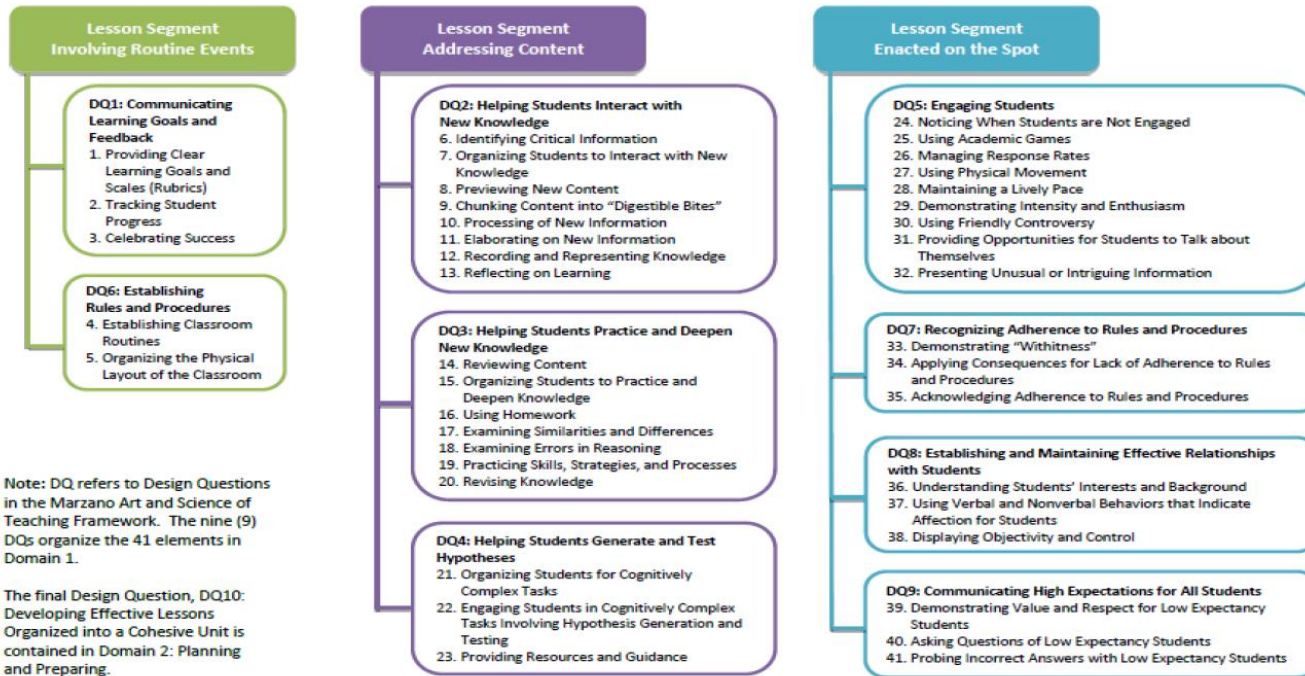
- Classroom Teachers
- Instructional Support Teachers

Marzano Art and Science of Teaching Framework
Domain 1: Classroom Strategies and Behaviors



Domain 1: Classroom Strategies and Behaviors

Domain 1 is based on the Art and Science of Teaching Framework and identifies the 41 elements or instructional categories that happen in the classroom. The 41 instructional categories are organized into 9 Design Questions (DQ) and further grouped into 3 Lesson Segments to define the Observation and Feedback Protocol.



Note: DQ refers to Design Questions in the Marzano Art and Science of Teaching Framework. The nine (9) DQs organize the 41 elements in Domain 1.

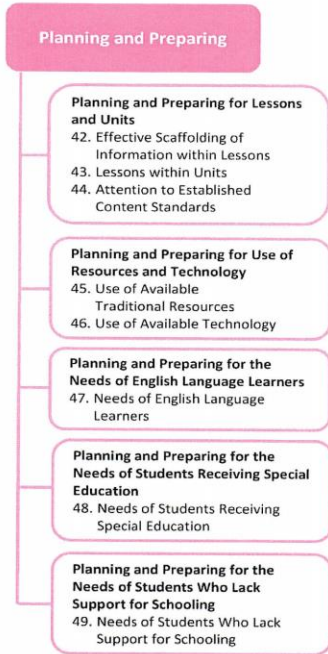
The final Design Question, DQ10: Developing Effective Lessons Organized into a Cohesive Unit is contained in Domain 2: Planning and Preparing.

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**Marzano Teacher Evaluation Model
Learning Map**



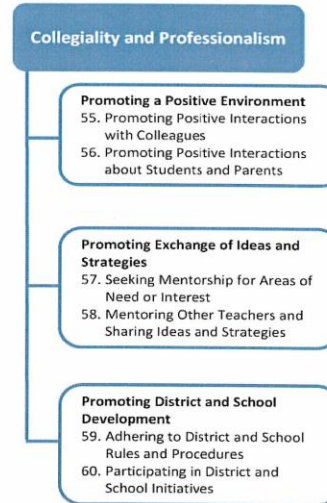
Domain 2: Planning and Preparing



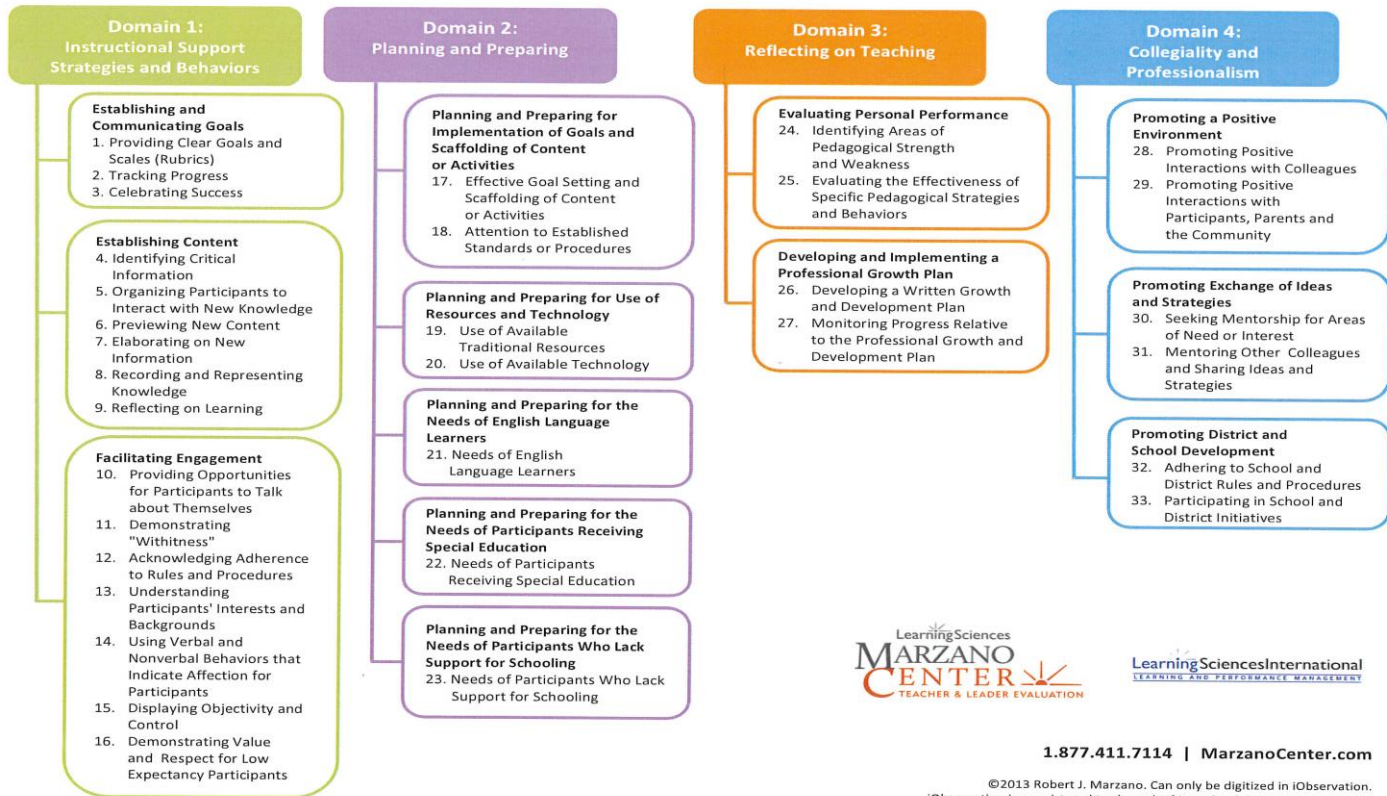
Domain 3: Reflecting on Teaching



Domain 4: Collegiality and Professionalism



**Marzano Center Non-Classroom Instructional Support Personnel Evaluation Model
Learning Map**



APPENDIX D

PLAN FOR IMPROVEMENT (Template)

Performance Improvement Plan

Name of Employee: _____ Administrator: _____ Date: _____

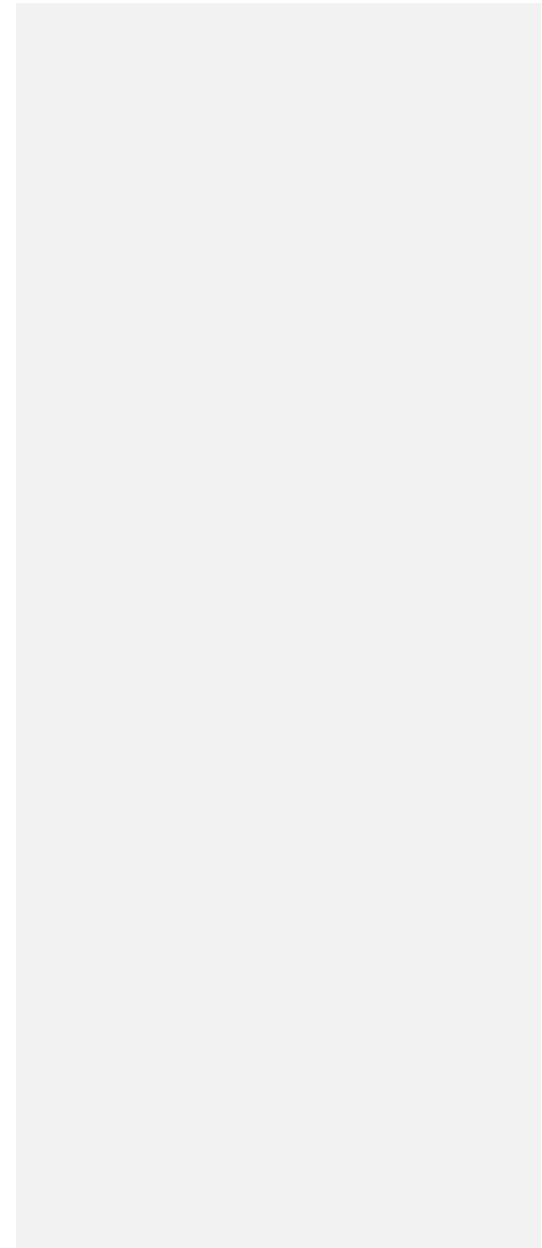
Evaluation Criterion	What was Observed	What Observer Expects to See	Resources (May be listed on an attached page)	Timeline

This Plan of Improvement identifies several major areas that require to improve performance deficiencies. Progress and performance related to each of these identified areas will be monitored and evaluated. Continued deficient performance is unacceptable and cannot continue.

This summary memorandum, its expectations including the Plan of Improvement and timelines were presented to _____, on _____, 20____, by _____.

The Performance Improvement Plan is no longer in effect and the deficiencies have been resolved:

|
Evaluator _____ Date _____ Teacher _____ Date _____



|

APPENDIX E

Desired Effects

MARZANO TEACHER EVALUATION MODEL

DESIRED EFFECTS

Domain 1: Classroom Strategies and Behaviors

Lesson Segment Involving Routine Events

DQ1: Communicating Learning Goals and Feedback

1. Students understand the learning goal and what the scale means.
2. Students understand their current status on the scale and can articulate their progress toward the learning goal.
3. Students feel pride in their knowledge gain and accomplishments, and they are motivated to continue progress toward the goal.

DQ6: Establishing Rules and Procedures

4. Students know and follow the rules and procedures.
5. Students have easy access to classroom materials in an environment that focuses on communicating what is being taught and learned.

Lesson Segment Addressing Content

DQ2: Helping Students Interact with New Knowledge

6. Students know what content is important and what is not important.
7. Students interact in small groups to process and understand new knowledge.
8. Students make a link from what they know to what is about to be learned: activating prior knowledge.
9. Students process and learn information in appropriate chunks.
10. Students are cognitively engaged with new content during interactions with other students.
11. Students draw conclusions that were not explicitly taught within the chunk.
12. Students accurately record and represent their understanding of critical content in linguistic and/or nonlinguistic ways.
13. Students examine their level of understanding and identify areas where they are clear and confused.

DQ3: Helping Students Practice and Deepen New Knowledge

14. Students produce an accurate representation of previously taught critical content.
15. Students practice and deepen knowledge by interacting in small groups.
16. Students' understanding of content and/or practice of skills, strategies, or processes is deepened with appropriate homework.
17. Students describe how elements are similar and different and what new information they have learned as a result of their comparisons.
18. Students can identify and articulate errors in logic or reasoning, or the structure of an argument, and explain new insights resulting from this analysis.
19. Students develop automaticity with skills, strategies, or processes by engaging in appropriate practice activities.
20. Students make additions and deletions to previous knowledge that deepen their understanding.

DQ4: Helping Students Generate and Test Hypotheses

21. Students interact in small groups for the purpose of generating and testing hypotheses to enhance understanding of content.
22. Students generate and test hypotheses to enhance their understanding of content and the inquiry process.
23. Students have adequate resources and guidance to complete the hypothesis generation and testing task.

Lesson Segment Addressing Content

DQ5: Engaging Students

24. Students modify their level of engagement as a result of teacher action.
25. Students cognitively engage or re-engage as a result of using academic games and inconsequential competition.
26. Students cognitively engage or re-engage as a result of using questioning strategies or probes.
27. Students cognitively engage or re-engage as a result of using physical movement activities.
28. Students cognitively engage or re-engage as a result of the teacher maintaining a lively pace.
29. Students cognitively engage or re-engage as a result of the teacher using intensity and enthusiasm.
30. Students cognitively engage or re-engage as a result of using friendly controversy.
31. Students cognitively engage or re-engage as a result of having opportunities to talk about themselves.
32. Students cognitively engage or re-engage as a result of presentation of unusual or intriguing information.

DQ7: Recognizing Adherence to Rules and Procedures

33. Students adhere to rules and procedures as a result of the teacher's "withitness."
34. Students adhere to rules and procedures as a result of the teacher applying consequences consistently and fairly.
35. Students adhere to rules and procedures as a result of the teacher acknowledging adherence to rules and procedures.

DQ8: Establishing and Maintaining Effective Relationships with Students

36. Students' perceptions of acceptance and sense of community are enhanced as a result of the teacher exhibiting understanding of students' interests and backgrounds.
37. Students' perceptions of acceptance and sense of community are enhanced as a result of the teacher using verbal and nonverbal behaviors that indicate affection for students.
38. Students' perceptions of acceptance and sense of community are enhanced as a result of the teacher displaying objectivity and control.

DQ9: Communicating High Expectations for All Students

39. All students feel equally valued by the teacher.
40. All students are asked questions with the same frequency and depth.
41. All students who respond with incorrect answers are probed in the same manner.

MARZANO TEACHER EVALUATION MODEL

DESIRED EFFECTS

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Domain 2: Planning and Preparing

Planning and Preparing

Planning and Preparing for Lessons and Units

- 42. The teacher articulates how the content is organized in such a way that each new piece of information builds on the previous piece.
- 43. The teacher articulates how lessons are sequenced to move students from knowing to applying.
- 44. The teacher articulates how their lessons align to established content standards.

Planning and Preparing for Use of Resources and Technology

- 45. The teacher articulates how their use of traditional resources (e.g., textbooks, print material, manipulatives, community resources) enhance student learning.
- 46. The teacher articulates how their use of technology (e.g., interactive whiteboards, social networking sites, discussion boards) enhances student learning.

Planning and Preparing for the Needs of English Language Learners

- 47. The teacher articulates how their use of accommodations and adaptations enhance learning for English Language Learners.

Planning and Preparing for the Needs of Students Receiving Special Education

- 48. The teacher articulates how their use of accommodations and adaptations enhance learning for students receiving special education.

Planning and Preparing for the Needs of Students Who Lack Support for Schooling

- 49. The teacher articulates how they accommodate and address the needs of students who lack support for schooling.

Domain 3: Reflecting on Teaching

Reflecting on Teaching

Evaluating Personal Performance

- 50. The teacher articulates their strengths and weaknesses in classroom strategies and behaviors.
- 51. The teacher articulates how they use student achievement from a lesson or unit to determine its effectiveness.
- 52. The teacher articulates the impact of specific strategies on the achievement of subgroups of students.

Developing and Implementing a Professional Growth Plan

- 53. The teacher articulates and provides evidence of their growth and development plan.
- 54. The teacher articulates and provides evidence of how they monitor their progress and make adaptations on the growth plan.

Domain 4: Collegiality and Professionalism

Collegiality and Professionalism

Promoting a Positive Environment

- 55. The teacher demonstrates and/or provides evidence of how they promote positive interactions about colleagues.
- 56. The teacher demonstrates and/or provides evidence of how they promote positive interactions about students and parents.

Promoting Exchange of Ideas and Strategies

- 57. The teacher articulates and/or provides evidence of how they sought help or input from colleagues regarding specific strategies.
- 58. The teacher articulates and/or provides evidence of how they gave help or input to colleagues regarding specific strategies.

Promoting District and School Development

- 59. The teacher demonstrates and/or articulates how they adhere to district rules and procedures.
- 60. The teacher demonstrates and/or articulates how they participate in district and school initiatives.

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LEARNING AND PERFORMANCE MANAGEMENT

Instructional Support Strategies and behaviors

1. Participants understand the learning goal and the levels of performance in relation to the scale.
2. Participants know where their level of performance is in relation to the scale and can describe their progress.
3. Participants are proud of gaining knowledge and motivated to do so.
4. Participants can describe and explain the level of importance of the content.
5. Participants are able to move to groups efficiently and group norms have been established and followed, which allow students to interact with new knowledge and deepen their understanding.
6. Participants can link prior knowledge to new content.
7. Participants can elaborate on and/or make inferences based upon what was taught.
8. Participants demonstrate knowledge of critical content using linguistic or non-linguistic methods.
10. Participants' engagement is enhanced by making connections between the content addressed in class, and their personal interests.
11. Participants maintain adherence to rules and procedures because they recognize teacher's "withitness" (awareness of "what's going on" and "eyes in the back of his/her head").
12. Participants adhere to rules and procedures because they are appreciative of the teacher's recognition of positive behavior.
13. Participants have a sense of acceptance and community in the classroom when the teacher demonstrates understanding of their interests and background.
14. Participants respond to teacher's verbal and nonverbal interactions and can describe the teacher as someone who cares for them.
15. Participants are settled by the teacher's objective behavior and controlled manner.
16. Participants feel important and respected by each other and the teacher.

Planning and Preparing for Implementation of Goals and Scaffolding of Content or Activities

17. The teacher articulates how the content is organized in such a way that each new piece of information builds on the previous piece.
18. The teacher articulates how lessons are sequenced to move student from knowing to applying.
19. The teacher articulates how their use of traditional resources (e.g. textbooks, print material, manipulatives, community resources) enhance student learning.
21. The teacher articulates how their use of accommodations and adaptations enhance learning for English Language Learners.
21. The teacher articulates how their use of accommodations and adaptations enhance learning for students receiving special education.
22. The teacher articulates how their use of accommodations and adaptations enhance learning for students who lack support for schooling.

Desired Effects for Non-Classroom Instructional

Reflecting on Teaching

- 24. The teacher articulates their strengths and weaknesses in classroom strategies and behaviors.
- 25. The teacher articulates the impact of specific strategies on the achievement of subgroups of students.

- 26. The teacher articulates and provides evidence of their growth and development plan.
- 27. The teacher articulates and provides evidence of how they monitor their progress and make adaptations on the growth plan.

Collegiality and Professionalism

- 28. The teacher demonstrates and/or provides evidence of how they promote positive interactions about colleagues.
- 29. The demonstrates and/or provides evidence of how they promote positive interactions about students and parents.

- 30. The teacher articulates and/or provides evidence of how they sought help or input from colleagues regarding specific strategies.
- 31. The teacher articulates and/or provides evidence of how they gave help of input to colleagues regarding specific strategies.

- 32. The teacher demonstrates and/or articulates how they adhere to district rules and procedures.
- 33. The teacher demonstrates and/or articulates how they participate in district and school initiatives.

XIX.4 Fringe Benefits

- A. The following are fringe benefits provided by the Board on behalf of all MBUs:
1. Transfer of all earned medical/sick leave from another Florida school district or agency at a rate of one (1) day of sick leave per month for each month worked;
 2. Six (6) paid holidays;
 3. A single plan of hospitalization insurance;
 4. The Board will pay a negotiated contribution towards group health Insurance benefits including hospitalization for "employee only" coverage for all instructional personnel working .6 or greater of a contracted workday/week or in a job share situation (Article X.9). An MBU working .5 will receive one-half of the benefits paid for an employee who works .6 or greater. The contribution paid by the Board and employees for each health insurance plan is as specified in Appendix G.

4+ In addition to the premium contributions above, an Employee Wellness Center is established for employees and their dependents who are currently enrolled in the Board's health insurance program. The Employee Wellness Center shall include: free office visits, free health and wellness screenings and counseling, and a free stock medication program of commonly used prescriptions.
 5. The opportunity to participate in an employee's voluntary dental plan;
 6. Group life insurance premium paid by the District; currently \$25,000 term life;
 7. Employee Assistance Program;
 8. Pre and post planning days with 1 hour lunch;
 9. Payroll deduction for Association dues and other Association activities;
 10. The District's Benefits Plan is Section 125 IRS code qualified to provide employees with tax reduction advantages including reimbursement accounts for medical and dependent care services;
 11. Administrative cost of the following voluntary plans: Cancer Insurance, Disability Insurance (short term and long term), life insurance, and 403B IRS code qualified tax deferred annuity;
 12. Additional benefit programs contributed to by the District on behalf of employees: Florida Retirement System, Social Security/Medicare, Florida Unemployment and Workers Compensation coverage, statutory;
 13. Flexible Benefits: School Board Indian River County shall continue to provide a payroll slot for a salary reduction plan as allowed by IRS (Section 125);
 14. Annual/Personal Leaves of absence per state statute;
 15. Direct Deposit;
 16. Five days of Personal leave with pay will be allowed for any member of the instructional staff each school year; provided, that such days shall be charged only to accrued sick leave; provided further, that personal leave days shall not be cumulative and may not be counted in determining a year of service.
 17. A mandatory tax shelter and IRS approved program for the purpose of terminal pay and sick leave at the time of retirement or DROP termination.
 18. Transfer of sick leave among family members who are both employees (see procedures-based on Board Rule 3.26).

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III.3 Non-Instructional Duties

- A. Teachers agree to fulfill assigned responsibilities for such activities as those required in fulfilling their regular assignments. The administration will schedule assigned responsibilities to occur within the regular workday.
- B. Members of the bargaining unit recognize that it is necessary to occasionally participate in such activities as curriculum study committees, county-wide grade or special area meetings, meetings with parents, instructional materials and program evaluations, etc., which may extend beyond the normal work day. Attendance at activities occurring outside regular contract hours is voluntary. Members of the bargaining unit may voluntarily participate in such activities without additional compensation. Where permissible by state law, the ~~Professional Development Coordinator~~ Executive Directors of Elementary and Secondary Education will assign inservice points for attendance at such activities provided the activity has received prior approval from the ~~coordinator~~ executive director.

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IV.6 Procedure

A. Criteria

1. Evaluations shall be based on observations made by the principal or assigned observing administrator and shall include at a minimum deliberate practice and teaching strategies, and duties and responsibilities of the MBU as outlined in the TEP.
2. One administrator will be assigned ~~by the principal~~ to each MBU for the Formal and Informal observations.
3. Any artifact(s) presented by the MBU to their evaluator to support an element that has already been scored, shall be accepted and may be utilized, providing that the artifact(s) is presented by the MBU within twenty-one (21) working days after the Formal Post Conference. If the artifact is not used to change a score, upon request, a written explanation will be provided to the MBU.

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Teacher Evaluation Procedures Manual

2015-2018



School District of Indian River County

Revised for ~~2016-2017~~ 2017-2018

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Introduction

This document is the Teacher Evaluation Program (TEP) Procedures Manual as implemented by the School District of Indian River County. The District has adopted the research of Dr. Robert Marzano. This framework of instruction and evaluation identifies the cause and effect relationship between teaching practices and student achievement with the ultimate aim of helping teachers and leaders make the most informed decisions that yield the greatest benefits for students.

Purposes and Principles

The purpose of the teacher evaluation system is to increase student learning growth by improving the quality of instructional, administrative, and supervisory service. The system is founded on a core of effective practices that have been strongly linked to increased student achievement and includes the Florida Educator Accomplished Practices, the contemporary research of Dr. Robert Marzano, and the requirements of Florida Statute 1012.34. The District has opted to utilize the Florida State model including all of the observation instruments that are linked directly to effective teaching practices and the Florida Educator Accomplished Practices (FEAPs).

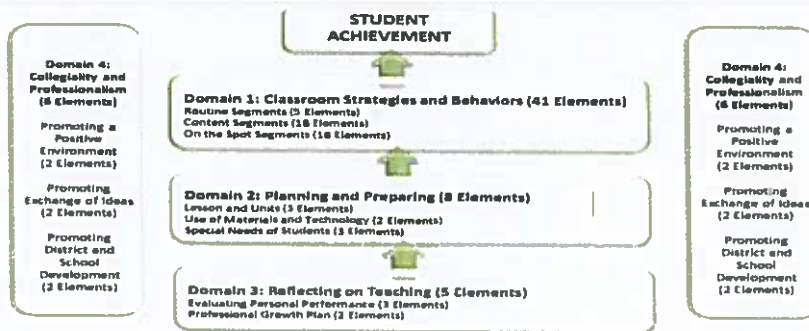
Guiding Principles of TEP:

What: Identifying the causal relationship between teaching practices and student achievement to help teachers and leaders make the most informed decisions that yield the greatest benefits for their students.

Why: Student achievement is in the forefront as a paramount goal for instruction. Effective teachers will continue to grow in their craft while helping students to experience learning growth.

How: Improve classroom instruction by using a model of teacher evaluation based on professional growth.

Art and Science of Teaching Teacher Evaluation Model



18

2

Implementation Process

~~Beginning with the 2012-2013 school year, Full implementation of the Marzano Evaluation Framework (State Model) with the exception of Deliberate Practice.~~

- ~~• Deliberate Practice will be implemented beginning with the 2013-2014 school year.~~
- ~~•~~

~~During the 2017-18 contract year, the parties shall work together to assist teachers and administrators transition to the Marzano 2017 protocol. Such process shall include training regarding the contents of the new model and implementation. Full implementation shall occur within the 2018-19 contract year.~~

~~Selection of up to three Deliberate Practice elements will consist of teacher selection, with mutual agreement.~~

Annual Evaluation

A teacher's final summative evaluation will be the combination of the teacher's Student Growth Score (VAM) and the Instructional Practice Score (IPS).

Per Article IV.2 (F) of the Collective Bargaining Agreement the Instructional Practice Score and the Student Growth Score will count as follows:

~~For the 2013-14 and 2014-2015 school years, the~~ percentages used for the summative rating will be as follows:

- ~~50% derived from the Instructional Practice Score and 50% derived from the Student Growth Score or other student measure listed in the TEP Manual for teachers with three years of data. Student measures shall only be based on students assigned to the MBU, or shall not count towards the three years of data.~~
- ~~50% derived from the Instructional Practice Score and 50% derived from the Student Growth Score or other student measure listed in the TEP Manual for teachers with less than three years of data. Student measures shall only be based on students assigned to the MBU, or shall not count towards the three years of data. Please see note (*) below.~~
- ~~50% derived from the Instructional Practice Score and 50% derived from the Student Growth Score or other student measure listed in the TEP Manual for instructional personnel who are not classroom teachers with the three years of data.~~
- ~~50% derived from the Instructional Practice Score and 50% derived from the Student Growth Score or other student measure listed in the TEP Manual and for whom three years of data are not available, for instructional personnel who are not classroom teachers with less than three years of data.~~

~~*Teachers administering new assessments during the 2014-2015 school shall derive 40% of their summative rating from the Student Growth Score.~~

~~Selection of up to three Deliberate Practice elements will consist of teacher year shall derive 40% of their summative rating from the Student Growth Score. Selection of up to three Deliberate Practice elements will consist of teacher selection, with mutual agreement.~~

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Instructional Practice (IPS) Evaluation Score

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The Instructional Practice Score (IPS) is derived from evidence collected through observations, walk-throughs and conferences. The District will be using the Marzano Framework's Formative rating scale for the 4

Not Using 0	Beginning 1	Developing 2	Applying 3	Innovating 4
Strategy is called for but not exhibited	Strategy is used incorrectly, or with parts missing	Strategy is used correctly, but the majority of students are not monitored for the desired effect of the strategy	Strategy is used correctly and monitored for evidence of the extent to which the majority of students display the desired effect	Strategy is adapted and created for unique student needs and situations in order for the desired effect to be evident in all students

Domain's and the corresponding elements as shown below:

	4	3	2	1	0
Formative Ratings Used for Each Domain Element	Innovating	Applying	Developing	Beginning	Not Using

Level of Performance Scale – Domain 1

Student Growth Score (SGS)

Beginning in the 2011-2012 school year, student assessment results will be incorporated into teacher evaluations in accordance with F.S. 1012.34 (3)(a) 4(b) and (d). In accordance with F.S. 1012.34(3)(a)(1) statewide Standardized Assessments (SSA) will be used to measure student growth for classroom teachers whose students take the SSA. The Value Added Measure (VAM) for the teacher will be applied using the procedure outlined below.

Appendix A (located in the back) outlines what Student Growth Assessment Measure will be assigned to each position.

As district and/or state approved assessments become available for non-SSA subject areas, the district will use these assessments to calculate the teacher's student growth score. Additional district/state approved assessments will be added to the Appendix A as they are adopted by the district.

Procedure for Applying the Value Added Growth Model:

A Value Added Growth Model produces a score for a teacher which reflects the average amount of learning growth of the teacher's students above or below the expected learning growth of similar students in the state, using specific variables accounted for in the model. A score of "0" indicates that students performed no better or worse than expected, based on the factors in the model. A positive score indicates that the students, on an aggregate level, performed better than expected, a negative score indicates that the students scored worse than expected. Beginning with the 2012-2013 school year, the School District of Indian River County will use the following steps to classify teachers under a Value Added Model.

Each teacher's VAM will be compared against a set of cut scores. The cut score of 0 will be used in the initial classification process.

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If a teacher's VAM (raw score not considering the standard error or confidence intervals) is 0 or above then the teacher would be classified as at least Effective. To determine if the teacher is Highly Effective, the standard error will be multiplied by a confidence interval and subtracted from the teacher's VAM to provide a high level of certainty that the teacher's VAM is above 0.

Method for classifying HIGHLY EFFECTIVE:

- If Teacher VAM is positive and the $VAM - (Standard\ Error * Confidence\ Interval) > 0$, then the teacher is classified as Highly Effective
- A confidence interval of 1.5 standard errors will be used in the determination of Highly Effective.

Method for Classifying EFFECTIVE:

- If Teacher VAM is positive and the $VAM - (Standard\ Error * Confidence\ Interval) < 0$, then the teacher is classified as EFFECTIVE.
- A confidence interval of 1.5 standard errors will be used in this determination of EFFECTIVE.
- If Teacher VAM is negative and the $VAM + (Standard\ Error * Confidence\ Interval) > 0$, then the teacher is classified as EFFECTIVE.
- A confidence interval of 1 standard error will be used in this determination of EFFECTIVE.

To determine if the teacher is Unsatisfactory, or Needs Improvement, the standard error will be multiplied by a confidence interval and added to the teacher's VAM to provide an extremely high level of certainty that the teacher's VAM is below 0.

Method for classifying UNSATISFACTORY:

- If Teacher VAM is negative and $VAM + (Standard\ Error * Confidence\ Interval) < 0$, then the teacher is classified as Unsatisfactory
- A confidence interval of 2 standard errors will be used in the determination of Unsatisfactory.

Method For Classifying NEEDS IMPROVEMENT:

- If Teacher VAM is negative and $VAM + (Standard\ Error * Confidence\ Interval)$ does not meet the definition of Effective or Unsatisfactory, then the teacher is classified as Needs Improvement.

Evaluation Criteria

Consistent with FS 1012.34 (3)(a)(1)(a), a calculation of learning growth will include at least 3 years of student growth data. ~~The 2011-12 school year will be considered year one, with 2012-2013 as year two, unless future legislation postpones implementation of SB-736 mandates.~~ Student SSA data provided by the FLDOE will be used.

The student performance data will be translated into a rating scale using the four levels of performance: Highly Effective, Effective, Needs Improvement/Developing and Unsatisfactory. (See Scoring Rubric in [Appendix A on page 8](#)) Individual teacher scores will be categorized in one of the four levels of performance,

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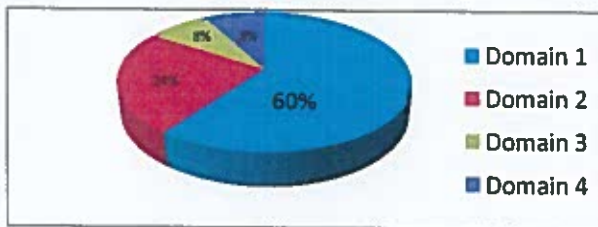
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with an assigned score for the Student Growth Score. This rating will be averaged and weighted appropriately to the Instructional Practice Score for the teacher's final summative rating for the school year.

~~Teachers administering new assessments during the 2014-2015 school year shall derive 40% of their summative rating from the Student Growth Score.~~

Rubrics and Weighting

Each domain has been assigned a weight as indicated below. The score you receive for Domain 1 will count for 60% of your Instructional Practice Score (IPS), Domain 2 will count for 24% of the IPS and so on, to give the teacher a total IPS score. The figure below shows the percentages for each domain



The calculated total IPS Score using the weights as shown above is added to the teacher's Student Growth Score to provide each teacher their Final Summative Rating using the rubric below. The Teacher Evaluation system provides four levels of overall performance that defines the summative rating: Highly Effective, Effective, Needs Improvement/Developing, and Unsatisfactory. An example is provided for teachers following the "Final Summative Rubric" below.

For domains 2, 3, and 4, there shall be a minimum of four (4) scores entered for each domain through the year.

MARZANO'S INSTRUCTIONAL PRACTICE (IPS) SCORING RUBRIC

Teacher Categories

- **Category I teacher:** first three (3) years of hire within the District
- **Category II teacher:** any MBU not a Category I teacher

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Category II Teacher					
	Domains	Highly Effective (4)	Effective (3)	Needs Improvement(2)	Unsatisfactory (1)
	D1:	At least 55% at Level 3 or higher and At least 15% at Level 4 and no more than 5% at Level 1 or 0	At least 55% at Level 3 or higher	Less than 55% at Level 3 or higher and Less than 25% at Level 1, 0	Less than 55% at Level 3 or higher and greater than or equal to 25% at level 1, 0
	D2:				
	D3:				
	D4:				

FINAL EVALUATION SCORE

(IPS + Student Growth Summative Scores = Final Evaluation Summative Score)

EXAMPLE:

Below is an example of how the Student Growth Score will be combined with the Instructional Practice Score to arrive at a Final Evaluation Score.

	Rubric Score	Weighting	Summative Score
Student Growth Score (VAM)	2	50%	2 X 50% = 1
Instructional Practice Score (IPS)	3	50%	3 X 50% = 1.5
Final Evaluation Score			2.5

Category I Teacher					
	Domains	Highly Effective (4)	Effective (3)	Developing (2)	Unsatisfactory (1)
	D1:	At least 50% at Level 3 or higher and At least 15% at Level 4 and no more than 5% at Level 1 or 0	At least 50% at Level 3 or higher	Less than 50% at Level 3 or higher and Less than 25% at Level 1, 0	Less than 50% at Level 3 or higher and greater than or equal to 25% at level 1, 0
	D2:				
	D3:				
	D4:				

**SDIRC's FINAL EVALUATION RATING RUBRIC
(Marzano's Rubric)**

SDIRC's Rubric for Summative Rating	Low	High	Final Evaluation Rating
	3.5	4.0	Highly Effective
	2.5	3.4	Effective
	1.5	2.4	Developing/Needs Improvement Category I/Category II
	1.0	1.4	Unsatisfactory

FINAL EVALUATION RATING RUBRIC

Observation/Evaluation Timeline

Status	Component	Quantity	Timeline
Category I and II Teachers	Formative Conference	1	October 15
Category I Teacher	Formal Observation – including pre-observation conference, observation and post-observation conference – must be scheduled	2	Complete 1 formal observation by Dec. 9 Complete 1 formal observation by May 15
Category I Teacher	Informal Observation – at least 10 minutes in length – can be announced or unannounced	4	At least 2 per semester
Category II Teacher	Formal Observation – including pre-observation conference,	1-2	Complete 1 formal observation by Dec. 9

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	observation and post-observation conference – must be scheduled		
Category II Teacher	Informal Observation – at least 10 minutes in length – can be announced or unannounced	2-4	At least 1 per semester
Category I and II Teacher	Final IPS Score	1	By May 25

- Additional observations beyond the quantities specified above may be initiated by the MBU or the evaluator. Such observations shall occur within a mutually agreed upon timeframe.
- When an MBU receives a score of "Developing," "Beginning," or "Not Using" on a Marzano element, a period of five (5) days following receipt of written feedback on the observation shall elapse before a subsequent observation is conducted. This provision may be waived with written consent of the MBU. The MBU is encouraged to consult with and notify the Association in this event.
- During the post conference following the first semester Formal Observation, the MBU and evaluator will ~~determine~~ mutually agree if whether the MBU will have a second Formal Observation or two additional Informal Observations. In the case where the parties are unable to reach mutual agreement, a second Formal Observation shall occur.

Common Language and Definitions

GLOSSARY

TERM	DESCRIPTION
Artifact	Written, electronic, photographic, or other forms of evidence for the purpose of demonstrating levels of proficiency within the Marzano Framework.
Causal Model of Teacher Evaluation	This term describes the link between classroom practices and behaviors that have a direct impact on student learning. In the Marzano Evaluation Framework, Domain 1 Classroom Strategies and Behaviors have the most direct link to student learning.
Common Language	<p>A transparent way to talk about instruction that is shared by everyone. It is a well-articulated knowledge base that describes the complexity of teaching and describes key strategies revealed by the research to have a high probability of impacting student learning. It should also describe the instructional context for appropriate use of instructional strategies to have the highest probability for raising student learning. The common language represents what a school or district defines as effective instruction.</p> <p>A common language enables teachers to engage in decision making, professional conversations and deliberate practice aimed at improving student achievement.</p> <p>For administrators, a common language provides the means to offer focused formative and summative feedback. It supports administrators in making decisions regarding hiring and selection of teachers, the induction of new teachers, professional development, coaching and support for struggling teachers as well as opportunities to develop career ladders for</p>

	teachers. A common language is a key improvement strategy that provides the context for aligning all instructional programs.
Contemporary Research	Recent research conducted within the last five to seven years.
Dominant Elements	Dominant elements are those elements that the observer has enough evidence to confidently score or something done intentionally by the teacher with enough evidence to be coded (scored). Dominant Elements are those that influence the flow of instruction in the classroom.
Deliberate Practice	A mindset that requires teachers to precisely attend to what they are doing in the classroom on a daily basis to identify what is working and what isn't and to determine why students are learning or not. In deliberate practice teachers identify up to three thin slices of teaching to focus their efforts to improve. Deliberate practice requires establishing a baseline for performance in a focus area (thin slice) and engaging in focused practice, feedback and monitoring of progress within a time-bound goal for improvement.
Design Questions	9 Questions teachers ask themselves when planning a lesson or unit of instruction. (Domain 1)
Desired Effect	The intended result of the teacher's strategy.
Domain	A body of knowledge defined by research representing a particular aspect of teaching.

TERM	DESCRIPTION
FEAPs	Florida Educator Accomplished Practices embody 3 essential principles: <ol style="list-style-type: none"> 1. The effective educator creates a culture of high expectations for all students by promoting the importance of education and each student's capacity for academic achievement. 2. The effective educator demonstrates deep and comprehensive knowledge of the subject taught. 3. The effective educator exemplifies the standards of the profession. There are 6 accomplished practices: 1. Quality Instruction 2. The Learning Environment 3. Instructional Delivery and Facilitation 4. Assessment 5. Continuous Improvement, Responsibility and Ethics 6. Professional Responsibility and ethical conduct
Focused Feedback	Feedback that is focused on specific classroom strategies and behaviors during a set time interval. The feedback is informative, constructive, objective and actionable. Feedback is generally provided by administrators, coaches, and peers.
Focused Practice	Practice that is focused on a limited number of strategies where corrections, modifications, and adaptations are made to improve student

	learning at an appropriate level of difficulty so that the teacher can experience success.
Individual Professional Development Plan (IPDP)	The IPDP is a plan related to specific performance data for students to whom the teacher is assigned. It defines the inservice objectives and specific measurable improvements expected in student performance as a result of inservice activity received by teacher. It includes an evaluation component to ascertain the effectiveness of provided in-service as well as the overall professional development plan as established by the school principal.
Instructional Practices Score (IPS)	The observation portion of a MBU's annual evaluation which is based on multiple observations undertaken by the MBU's supervisor.
Lesson Segment	Parts of a lesson that have unique goals and purposes for teachers and for students. Teachers engage in intentional and specific actions during these times. The Marzano Evaluation Framework consists of three major lesson segments: Lesson Segments Addressing Routine Events, Lesson Segments Addressing Content, and Lesson Segments Enacted on the Spot.
Not Using	Instructional strategy was called for in the lesson, but not observed.

TERM	DESCRIPTION
Planning (Pre)Conference	The planning or pre-conference provides an opportunity for the teacher and the administrator to talk about the lesson prior to the formal announced observation. During this time, the teacher and observer use the planning conference form as a means to discuss the lesson, engage in collaborative decision making, clarify expectations and identify areas where specific feedback will be provided.
Reflection (Post)Conference	The reflection or post-conference provides an opportunity for the teacher and the administrator to reflect about the lesson, clarify expectations and plan forward using the reflection (post)conference form as a guide for reflection and feedback.
Statewide Standardized Assessments (SSA)	Any standardized state approved assessment for a given subject.
Struggling Teacher	A teacher who demonstrates a trend of ineffective or unsatisfactory behaviors which results in a less than effective summative, i.e., moving from Category II to Category I.
Student Evidence	Specific observable behaviors that students engage in response to the teacher's use of particular instructional strategies.

Student Growth Score	This score defines student growth as indicated by the Value Added Model (VAM) score. This does not correlate in any manner with the student FCAT levels.
Summative Rating Score	A combination of a teacher's instructional practice score and their Student Growth score.
Teacher Evidence	Specific observable behaviors that teachers engage in when using a particular instructional strategies.
Thin Slices of Behavior	Notable teaching moves that can be observed in a classroom.
Three years of data	Current year plus two immediately preceding years.
Value Added Model (VAM)	Formula developed by the state to measure student-learning growth.

DEFINITIONS OF COMPONENTS

90-Day Performance Probation	<ul style="list-style-type: none"> The statutory 90-Day process for which unsuccessful completion could lead to termination of a professional services contract or continuing contract for unsatisfactory performance. During this 90-day period the district will offer assistance to the MBU as prescribed by statute.
Category I Teacher	<ul style="list-style-type: none"> A teacher in the first three (3) years of hire within the District. One year equals one day more than half a year.
Category II Teacher	<ul style="list-style-type: none"> Any MBU not a Category I teacher
Final IPS Conference (scheduled in advance with the MBU)	<ul style="list-style-type: none"> Presentation of teacher artifacts and evidences of value added measures at or before the Evaluation Conference Individual overview of performance Finalizing the IPS Signing the forms
Formal Observation (mutually scheduled)	<ul style="list-style-type: none"> 30 minutes or one class period, whichever is greater Scheduled pre-observation conference Scheduled post-observation conference Used for annual evaluation Written feedback Observer gathers evidence regarding classroom instructional practices and behaviors
Formative Conference (scheduled in advance with the MBU)	<ul style="list-style-type: none"> Individual overview of evaluation procedure Goal setting Review of forms Review of electronic data components of evaluation system Identifying category of MBU (Category I or II teacher) Selection of Deliberate Practice element(s) will consist of teacher selection, with mutual agreement.

Informal Observation – (announced or unannounced)	<ul style="list-style-type: none"> • At least 10 minutes in length • Used for annual evaluation • Written feedback <p>Observer gathers evidence regarding classroom instructional practices and behavior</p>
Performance Deficiency	<ul style="list-style-type: none"> • Performance indicated by receipt of two consecutive scores on any Marzano element of any combination of “Developing,” “Beginning,” or “Not Using,” or receipt of scores of “Developing,” “Beginning,” or “Not Using” on at least 50% of the Marzano elements scored in any single observation in which at least four Marzano elements are scored.
Unsatisfactory Performance	<ul style="list-style-type: none"> • Two consecutive unsatisfactory annual evaluations, two unsatisfactory annual evaluations within a three year period, or three consecutive annual evaluations of Needs Improvement or a combination of Needs Improvement and Unsatisfactory.

Examples of Domain Sources of Evidence

<p>Domain 1: Classroom Strategies & Behaviors</p> <ul style="list-style-type: none"> • Formal observation(s) • Informal, announced observation • Informal, unannounced observation • Student surveys • Videos of classroom practice • Artifacts 	<p>Domain 2: Planning and Preparing</p> <ul style="list-style-type: none"> • Planning & conference or preconference • Lesson plan documentation • Differentiated documents • Technology • Rubrics
<p>Domain 3: Reflecting on Teaching</p> <ul style="list-style-type: none"> • Self-assessment • Reflection conference • Professional Growth Plan • Conferences • Discussions • Artifacts 	<p>Domain 4: Collegiality & Professionalism</p> <ul style="list-style-type: none"> • Conferences • Discussions • Professional Learning Communities • Communication logs • Mentoring • Artifacts

Annual Review by the District

An annual review of the teacher evaluation system will be completed by the evaluation committee to determine compliance with Florida Statute. Any recommended revisions will be reviewed and approved by the SDIRC and IRCEA negotiating teams before incorporation into the evaluation system.

An ongoing evaluation of the teacher evaluation system to include analysis of data such as overall district trends, fidelity of implementation, and feedback from users will be conducted by the evaluation committee.

Reports will be made to the Superintendent and the IRCEA. Periodic updates will be presented to the School Board as appropriate. The following methods will be used to collect data:

- Surveys to assess teacher/evaluator perceptions of adequacy of training, understanding of the system, fairness of the process, and impact of the new process on teaching and student learning
- Surveys of selected teachers and evaluators to gather feedback on system implementation and identify necessary adjustments
- Correlation of teacher performance ranking and student performance data
- Trend data on professional development offerings
- Patterns of performance on various components of the framework
- Review and feedback on the forms, rubric language, processes and support materials for recommended revisions

This analysis will be conducted with the assistance of the Curriculum and Instruction Department. Recommended revisions must be negotiated between the parties.

Amending Evaluations

In accordance with Section 1012.34(3)(a)4(d), Florida Statutes, the evaluator may amend an evaluation based upon assessment data from the current school year if the data becomes available within 90 calendar days after the close of the school year. An evaluation may also be amended: (1) following the evaluation conference meeting by mutual agreement between the teacher and evaluator; (2) as a result of an appeal of an evaluation according to the procedures set forth in Article IV, Teacher Evaluation; or (3) as a result of an award by an arbitrator.

Observation/Evaluation Forms

All Teacher Observation/Evaluation Forms will be placed within the TEP manual.

Procedures for Struggling Teachers (Non Probationary)

Non Probationary teachers only, if the evaluator observes Performance Deficiencies or an area where additional training is needed, intervention shall occur in one of two (2) ways: a conference on the deficiency and/or a Performance Improvement Plan (PIP).

A conference on the deficiency is a conversation between the teacher and evaluator that is documented. After the teacher understands the evaluator's expectations, the teacher has time to work on the deficiency before there is a follow-up conversation. The administrator is required to give the teacher a reasonable period of time to make improvement. An additional formal or informal observation beyond those stipulated in Article IV.4 of the Contract may be utilized to gauge whether the teacher has made improvement. If the expectations have been met, the administrator will communicate this in writing to the MBU. In many cases, no further assistance is necessary. If the concern has not been addressed satisfactorily, the administrator may assign the teacher to complete a Performance Improvement Plan (PIP).

A PIP is a more formalized process that takes longer to complete. The administrator will hold a conference with the teacher, identify the deficiencies and make specific, comprehensive suggestions/strategies in writing, as to how the performance of the teacher can be improved. The teacher has up to sixty (60) calendar days in which to satisfactorily complete a PIP. A PIP must be completed prior to a teacher receiving Notification of Unsatisfactory Performance.

Notification of Unsatisfactory Performance

The following process shall be instituted following teacher notification of unsatisfactory performance. The teacher shall be:

1. Notified in writing of the unsatisfactory performance. This notification must specifically describe the unsatisfactory performance and include the following:
 - a. A meeting with the teacher
 - b. Specific, written recommendations as to how to improve the performance in areas that are unsatisfactory
 - c. Provide administrative assistance to help correct the deficiencies, e.g. professional development opportunities, mentoring/coaching, etc.
 - d. Provide a specific period of time in which the deficiencies are to be corrected. During this time period the teacher must be evaluated periodically and apprised of the progress. These evaluations will be conducted by someone other than the teacher's original evaluator.
2. The teacher will be placed on performance probation for a 90 day period (90 calendar days). Within this 90 day window the teacher must demonstrate corrective action.
3. After the close of the 90 calendar days, the evaluator must evaluate the teacher within 14 days, to see if the performance deficiencies have been corrected.
4. The evaluator must also (at the same time) forward a recommendation to the Superintendent.
5. The Superintendent has 14 days upon receipt of the recommendation to notify the teacher, in writing, whether performance deficiencies have been satisfactorily corrected, and whether the Superintendent will recommend renewal or termination of the employment contract.
6. If the teacher chooses to contest the Superintendent's recommendation, the teacher has 15 days to submit a written request for a hearing in accordance with Florida Statutes.

APPENDICES

APPENDIX A

• Student Growth Assessment Measures APPENDIX A

3Us must report, within twenty-one (21) days of receipt of final summative rating, any perceived error concerning the Student Growth Score. Such report will be filed with the Assistant Superintendent of Human Resources for review and consideration of possible remedies. Notwithstanding the above, M3Us shall retain all rights to seek redress through the grievance procedure as found under Article XVII – Grievance Procedure.

In the event that legislation is passed that affects evaluations and subsequently comes law with the effect of changing the minimum percentage of any M3U's overall evaluation that must be derived from Student Growth Scores, the values in the "Percent of Eval" column in the table below shall be modified accordingly.

Student Growth Assessment Measures

Percent of Eval	Number	TITLE DESCRIPTION - TEACHER	Measure	Assessment	Rubric
50%	0	ATHLETIC DIRECTOR (HIGH-SCHOOL)	Percentage of student-athletes earning College-Ready status defined through school-grade system	SAT, ACT, PERT, GPT	PERCENTILE
50%	0	SCHOOL SOCIAL WORKER/VISITING	Weighted average of the Combined School-WAM scores for the schools assigned	ELA and Math statewide standardized assessments	PERCENTILE
50%	K-2-5C	TEACHER KINDERGARTEN-2 ND GRADE SCIENCE	Percent of students proficient in Math (50%) Percent making expected growth between first and third administration of iReady Math (50%)	iReady Math	PERCENTILE
50%	K-2-SS	TEACHER KINDERGARTEN-2 ND GRADE SOCIAL STUDIES	Percent of students proficient in reading (50%) Percent making expected growth between first and third administration of iReady Reading (50%)	iReady Reading	PERCENTILE
50%	K-5 ART	TEACHER ART ELEMENTARY	Percentage of 4 th & 5 th grade students passing the locally created assessment with a 59.5% or above	Locally Created EOC	PERCENTILE

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Percent of Eval	Number	TITLE DESCRIPTION - TEACHER	Measure	Assessment	Rubric
90/50%	K-5 FL	TEACHER FOREIGN LANGUAGE ELEMENTARY	Percentage of students passing the locally created assessment with a 59.5% or above	Locally Created EOC	PERCENTILE
50/50%	K-5 MA	MATH COACH ELEMENTARY	Weighted average of the Math VAM for the school(s) assigned and the percentage of K-3 students proficient on iReady Math.	Math statewide, standardized assessments and iReady Math	VAM and Percentile
50/50%	K-5 MUS	TEACHER MUSIC ELEMENTARY	Percentage of 4 th & 5 th grade students passing the locally created EOC with a 59.5% or above	Locally Created EOC	PERCENTILE
50/50%	K-5 PE	TEACHER PHYSICAL EDUCATION ELEMENTARY	Percentage of 4 th & 5 th grade students passing the locally created EOC with a 59.5% or above	Locally Created EOC	PERCENTILE
50/50%	X-5 RDG	READING COACH ELEMENTARY	Weighted average of the Reading VAM for the school(s) assigned and the percentage of K-3 students proficient on iReady Reading.	ELA statewide, standardized assessments and iReady Reading	VAM and Percentile
50/50%	X-5 TITLE 1	TEACHER TITLE 1 RESOURCE	Weighted average of the Reading and/or Math (based on job function) VAM for the school(s) assigned and the percentage of K-3 students proficient on iReady Reading and/or Math (based on job function).	ELA and iMath statewide, standardized assessments and iReady Reading and/or Math	VAM and Percentile
50/50%	K-5 WRT	TEACHER WRITING	Percent of students at or above state average for points in the Writing Reporting Category of the ELA statewide standardized assessment.	ELA statewide, standardized assessments	PERCENTILE
50/50%	X-5-LMS	LIBRARIAN/MEDIA SPEC ELEMENTARY	Weighted average of the Reading VAM for the school(s) assigned and the percentage of K-3 students proficient on iReady Reading.	ELA statewide, standardized assessments and iReady Reading	VAM and Percentile
90/50%	K-M	TEACHER KINDERGARTEN (MATH ONLY)	Percent of students proficient in Math (50%) Percent making expected growth between first and third administration of iReady Math (50%)	iReady Final Administration	PERCENTILE

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Level	Title Description - Teacher	Measure	Assessment	Percentile
50%	TEACHER KINDERGARTEN (READING ONLY)	Percent of students proficient in reading (50%) Percent making expected growth between first and third administration of iReady Reading (50%)	iReady Final Administration	PERCENTILE
50%	TEACHER KINDERGARTEN (READING/MATH)	Percent of students proficient in reading (25%) Percent of students proficient in math (25%) Percent making expected growth between first and third administration of iReady Reading (25%)	iReady Final Administration	PERCENTILE
50%	TEACHER GRADE 1 (MATH ONLY)	Percent of students proficient in Math (50%) Percent making expected growth between first and third administration of iReady Math (50%)	iReady Final Administration	PERCENTILE
50%	TEACHER GRADE 1 (READING ONLY)	Percent of students proficient in reading (50%) Percent making expected growth between first and third administration of iReady Reading (50%)	iReady Final Administration	PERCENTILE
50%	TEACHER GRADE 1 (READING/MATH)	Percent of students proficient in reading (25%) Percent of students proficient in math (25%) Percent making expected growth between first and third administration of iReady Reading (25%)	iReady Final Administration	PERCENTILE
50%	TEACHER GRADE 2 (MATH ONLY)	Percent of students proficient in Math (50%) Percent making expected growth between first and third administration of iReady Math (50%)	iReady Final Administration	PERCENTILE
50%	TEACHER GRADE 2 (READING ONLY)	Percent of students proficient in reading (50%) Percent making expected growth between first and third administration of iReady Reading (50%)	iReady Final Administration	PERCENTILE

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Percent of Eval	Number	TITLE/DESCRIPTION - TEACHER	Measure	Assessment	Rubric
50/50%	2-RM	TEACHER GRADE 2 (READING/MATH)	Percent of students proficient in reading (25%) Percent of students proficient in math (25%) Percent making expected growth between first and third administration of iReady Reading (25%) Percent of students scoring at Level 3 and above on math statewide, standardized assessments (50%) Percent making expected growth between first and third administration of iReady Math (50%)	iReady Final Administration Math statewide, standardized assessments iReady Final/Administration	PERCENTILE PERCENTILE
50/50%	3-M	TEACHER GRADE 3 (MATH ONLY)	Percent of students scoring at Level 3 and above on ELA statewide, standardized assessments (50%) Percent making expected growth between first and third administration of iReady Reading (50%)	ELA statewide, standardized assessments iReady Final/Administration	PERCENTILE
50/50%	3-R	TEACHER GRADE 3 (READING ONLY)	Percent of students scoring at Level 3 and above on ELA statewide, standardized assessments (50%) Percent making expected growth between first and third administration of iReady Reading (50%)	ELA statewide, standardized assessments iReady Final/Administration	PERCENTILE
50/50%	3-RM	TEACHER GRADE 3 (READING/MATH)	Percent of students scoring at Level 3 and above on ELA statewide, standardized assessments (25%)	Math statewide, standardized assessments	PERCENTILE
50/50%	3-SC	TEACHER GRADE 3 SCIENCE	Level 3 or above Statewide Standardized Assessment Math	Math statewide, standardized assessments	PERCENTILE
50/50%	3-SS	TEACHER GRADE 3 SOCIAL STUDIES	LEVEL 3 or above Statewide Standardized Assessment ELA	ELA statewide, standardized assessment	PERCENTILE
50/50%	4-5-SS	TEACHER GRADES 4-5 SOCIAL STUDIES	ELA Learning Expectations statewide, standardized assessment	ELA statewide, standardized assessment	PERCENTILE
50/50%	4-5-WLDLGN	TEACHER WORLD LANGUAGES-ELEMENTARY GRADES 4-5	LCA	LCA	PERCENTILE
50/50%	4-M	TEACHER GRADE 4 (MATH ONLY)	VAM Math	Math statewide, standardized assessments	VAM
50/50%	4-R	TEACHER GRADE 4 (READING ONLY)	VAM Reading	ELA statewide, standardized assessments	VAM

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Percent of Evaluation	Number	TITLE DESCRIPTION - TEACHER	Measure	Assessment	Source
50%	4-RM	TEACHER GRADE 4 (READING/MATH)	VAM Combined	ELA and Math statewide, standardized assessments	VAM
50%	4-SC	TEACHER GRADE 4 SCIENCE	Math Learning Expectations Statewide, standardized assessment	Math statewide, standardized assessment	PERCENTILE
50%	5-M	TEACHER GRADE 5 (MATH ONLY)	VAM Math	Math statewide, standardized assessments	VAM
50%	5-R	TEACHER GRADE 5 (READING ONLY)	VAM Reading	ELA statewide, standardized assessments	VAM
50%	5-RM	TEACHER GRADE 5 (READING/MATH)	VAM Combined	ELA and Math statewide, standardized assessments	VAM
50%	5-SC	TEACHER GRADE 5 SCIENCE	Level 3 or above on Science statewide, standardized assessment	Science statewide, standardized assessment	PERCENTILE
50%	AD-ED-CARSPT	CAREER SPECIALIST-ADULT ED	Percentage of students school-wide attending classes who pass GED Subject Tests (50%) Percentage of students school-wide increasing a Functioning Level Code (50%)	GED, TABE	PERCENTILE
50%	AD-ED-OUT	ADULT ED OCCUP OUTREACH COORD	Percentage of school students passing an Industry Certification Exam	Industry Certification Exam	PERCENTILE
50%	AD-ED-TEAC	TEACHER ADULT EDUCATION	Percentage of students assigned attending classes who pass GED Subject Tests (50%) Percentage of students assigned increasing a Functioning Level Code (50%)	GED, TABE	PERCENTILE
50%	AP/IB-COOR	AP/IB COORDINATOR	Percentage of students earning IB Diploma (IB Coordinator only) (33%) Percentage of students earning AP Scholar Designation (AP Coordinator only) (33%) Percentage of students scoring at a level 4 or above (IB) or 3 or above (AP) (33%) Percentage of AP/IB students schoolwide earning College Ready status defined through school grade system (33%)	IB/AP Exams, SAT, ACT, PERT, CPT	PERCENTILE

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Percent of Eval	Number	TITLE DESCRIPTION - TEACHER		Measure	Assessment		Rubric
		TEACHER/AP PROGRAM	TEACHER/AP PROGRAM		AP Exam	Assessment	
50/50%	AP-9-12	TEACHER ART MIDDLE	TEACHER ART MIDDLE	Mean student AP Score	Locally Created assessment	Locally Created assessment	SCORE PERCENTILE
50/50%	ART-6-8	TEACHER ART HIGH	TEACHER ART HIGH	Percentage of students passing the locally cr	Locally Created ASSESSMENT	Locally Created ASSESSMENT	PERCENTILE
50/50%	ART-9-12	BAND DIRECTOR MIDDLE	TEACHER ART HIGH	Percentage of students passing the locally cr	Locally Created assessment	Locally Created assessment	PERCENTILE
50/50%	BAND-6-8	ASSISTANT BAND DIRECTOR HIGH	BAND DIRECTOR MIDDLE	Percentage of students passing the locally cr	Locally Created ASSESSMENT	Locally Created ASSESSMENT	PERCENTILE
50/50%	BND-ASST	BAND DIRECTOR HIGH	ASSISTANT BAND DIRECTOR HIGH	Percentage of students passing the locally cr	Locally Created ASSESSMENT	Locally Created ASSESSMENT	PERCENTILE
50/50%	BAND-9-12	BILINGUAL SPECIALIST	BAND DIRECTOR HIGH	ELL Combined VAM (if available) OR Percentage of ELL students increasing ELL statewide, standardized assessment Reading scores	ELA and Math statewide, standardized assessments, and ELL statewide, standardized assessment	ELA and Math statewide, standardized assessments, and ELL statewide, standardized assessment	VAM OR PERCENTILE
50/50%	CAPE AGR	TEACHER AGRICULTURE	TEACHER AGRICULTURE	Percentage of students passing an Industry	Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	CAPE BE	TEACHER BUSINESS EDUCATION	TEACHER BUSINESS EDUCATION	Percentage of students passing an Industry	Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	CAPE BE 6-8	TEACHER BUSINESS EDUCATION MIDDLE	TEACHER BUSINESS EDUCATION MIDDLE	Percentage of students passing the locally cr	Locally Created EOC	Locally Created EOC	PERCENTILE
50/50%	CAPE CA	TEACHER CULINARY ARTS	TEACHER CULINARY ARTS	Percentage of students passing an Industry	Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	CAPE HO	TEACHER HEALTH OCCUPATIONS	TEACHER HEALTH OCCUPATIONS	Percentage of students passing an Industry	Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	CAPE MIKT	TEACHER MARKETING EDUCATION	TEACHER MARKETING EDUCATION	Percentage of students passing an Industry	Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	CAPE NON ICE	TEACHER VOCATIONAL NON-ICE	TEACHER VOCATIONAL NON-ICE	Percentage of students passing the locally cr	Locally Created EOC	Locally Created EOC	PERCENTILE
50/50%	CAPE SPT	CAREER SPECIALIST	TEACHER VOCATIONAL NON-ICE	Percentage of school students passing an Ind	Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	CAPE TCH	TEACHER TECHNOLOGY EDUCATION	TEACHER TECHNOLOGY EDUCATION	Percentage of students passing an Industry	Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	CAPE TCH 6-8	TEACHER TECHNOLOGY EDUCATION MIDDLE	TEACHER TECHNOLOGY EDUCATION MIDDLE	Percentage of students passing the locally cr	Locally Created EOC	Locally Created EOC	PERCENTILE
50/50%	CAPE TV	TEACHER TV PRODUCTION	TEACHER TV PRODUCTION	Percentage of students passing an Industry	Industry Certification Exam	Industry Certification Exam	PERCENTILE
50/50%	COMP-6-8	TEACHER COMPUTER EDU MIDDLE	TEACHER COMPUTER EDU MIDDLE	Percentage of students passing the locally cr	Locally Created assessment	Locally Created assessment	PERCENTILE
50/50%	CRTI-6-8	TEACHER CRITICAL THINKING MIDDLE SCHOOL	TEACHER CRITICAL THINKING MIDDLE SCHOOL	Percentage of students passing the locally cr	Locally Created assessment	Locally Created assessment	PERCENTILE

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Percent of Total	Number	TITLE DESCRIPTION - TEACHER	Measure	Assessment	Subric
50%	DOP-6-12	TEACHER DROPOUT PREVENTION	Combined VAM (50%) Percentage of students passing ALS final exams with a 59.5% or better for the courses taken (50%)	ELA and Math statewide, standardized assessments and ALS Final Exams	VAM and PERCENTILE
50%	DRM-9-12	TEACHER DRAMA	Percentage of students passing the locally cr	Locally Created ASSESSMENT	PERCENTILE
50%	ESE-PUSH	"PUSH-IN" ESE TEACHERS (Teachers that are scheduled in Unique Skills rather than actual subjects)	Have teacher submit LCA score to principal	LCA	PERCENTILE
50%	ESOL	ESOL RESOURCE TEACHER	ELL Combined VAM (if available) OR Percentage of ELL students increasing ELL statewide, standardized assessment Reading scores	ELA and Math statewide, standardized assessments, and ELL statewide, standardized assessment	VAM OR PERCENTILE
50%	ESOL	TEACHER ESOL	ELL Combined VAM (if available) OR Percentage of ELL students meeting expectations	ELA and Math statewide, standardized assessments	VAM OR PERCENTILE
50%	FL-6-8	TEACHER FOREIGN LANGUAGE MIDDLE	Percentage of students passing the locally cr	Locally Created assessment	PERCENTILE
50%	FL-9-12	TEACHER FOREIGN LANGUAGE HIGH	Percentage of students passing the locally cr	Locally Created ASSESSMENT	PERCENTILE
50%	GUID-6-8	GUIDANCE MIDDLE SCHOOL	Combined VAM for students assigned (if available) OR Percentage of students assigned meeting learning expectations	ELA and Math statewide, standardized assessments	VAM OR PERCENTILE
50%	GUID-9-12	GUIDANCE HIGH	Combined VAM for students assigned (if available) OR Percentage of students assigned earning College Ready status defined through school grade system (50%) Percentage of students meeting learning expectations (50%)	ELA and Math statewide, standardized assessments, Algebra and Geometry EOC, SAT, ACT, PERT, CPT	VAM OR PERCENTILE
50%	IBDP	TEACHER IB DP COURSE	Percentage of students scoring at a level 4 or above (passing) (70%) Percentage of students earning College Ready status defined through school grade system (30%)	IB Exam, SAT, ACT, PERT, CPT	PERCENTILE

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Percent of Eval	Number	TITLE DESCRIPTION - TEACHER	Measure	Assessment	Rubric
50/50%	ISS-6-12	TEACHER IN-SCHOOL SUSPENSION	School Combined VAM	ELA and Math statewide, standardized assessments	VAM
50/50%	LA -6-8	TEACHER LANGUAGE ARTS MIDDLE	VAM Reading	ELA statewide, standardized assessments	VAM
50/50%	LA-11-12	TEACHER LANGUAGE ARTS HIGH GR 11 12	Percentage of students passing the locally created	Locally Created ASSESSMENT	PERCENTILE
50/50%	LA-9-10	TEACHER LANGUAGE ARTS HIGH GR 9 10	VAM Reading	ELA statewide, standardized assessments	VAM
50/50%	LMS-6-8	LIBRARIAN/MEDIA SPEC MIDDLE	School Reading VAM	ELA statewide, standardized assessments	VAM
50/50%	LMS-9-12	LIBRARIAN/MEDIA SPEC HIGH	School Reading VAM	ELA statewide, standardized assessments	VAM
50/50%	MA-6-8	TEACHER MATH MIDDLE	VAM Math	Math statewide, standardized assessments	VAM
50/50%	MA-9-12	TEACHER MATH HIGH	Percentage of students passing the locally created	Locally Created ASSESSMENT	PERCENTILE
50/50%	MA-ALG 1	TEACHER MATH ALGEBRA 1	VAM Math	Algebra EOC	VAM
50/50%	MA-ALG2	TEACHER ALGEBRA 2	Percentage of students scoring level 3 or above on Algebra 2 EOC	Algebra 2 EOC	PERCENTILE
50/50%	MA-GEO	TEACHER MATH GEOMETRY	VAM Math (if available) Percentage of students scoring at level 3 and above	Geometry EOC	VAM or Percentile
50/50%	MSADV	MIGRANT SECONDARY ADVOCATE	9th/10th Grade: Percent of students assigned who met math and reading learning expectations 11th/12th Grade: Percent of students increasing ELL statewide, standardized assessment reading scores.	ELA and Math statewide, standardized assessments, ELL statewide, standardized assessment	PERCENTILE
50/50%	MUS-6-8	TEACHER MUSIC MIDDLE	Percentage of students passing the locally created	Locally Created assessment	PERCENTILE
50/50%	MUS-9-12	TEACHER MUSIC HIGH	Percentage of students passing the locally created	Locally Created ASSESSMENT	PERCENTILE

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Percent of Total	Number	TITLE DESCRIPTION - TEACHER	Measure	Assessment	rubric
50%	ORC-AD	ORCHESTRA ASSOCIATE DIRECTOR	Percentage of students passing the locally created assessment	Locally Created ASSESSMENT	PERCENTILE
50%	OS	OCCUPATIONAL SPECIALIST	Percentage of school students passing an Industry Certification Exam	ELA and Math statewide, standardized assessments	PERCENTILE
50%	PE-6-8	TEACHER PHYSICAL EDUCATION MIDDLE	Percentage of students passing the locally created assessment	Locally Created assessment	PERCENTILE
50%	PE-9-12	TEACHER PHYSICAL EDUCATION HIGH	Percentage of students passing the locally created assessment	Locally Created ASSESSMENT	PERCENTILE
50%	PRE-K	TEACHER PRE-K	Percent of students assigned making gains VPK Assessment from the pre-test to the post-test (measured by either maintaining Meet or Exceed Expectations OR increasing from Below to either Meet or Exceed Expectations) If students assigned do not have VPK Assessment pre- and post-test results, then making gains on Batelle test will be used	VPK Assessment	PERCENTILE
50%	RDG 6-8	TEACHER READING MIDDLE	VAM Reading	ELA statewide, standardized assessments	VAM
50%	RDG-9-12	TEACHER READING HIGH	VAM Reading	ELA statewide, standardized assessments	VAM
50%	RES-T/P	TEACHER RESOURCE TEEN/PARENT	Percentage of students passing the locally created assessment	Locally Created ASSESSMENT	PERCENTILE
50%	ROTC-9-12	ROTC INSTRUCTOR	Percentage of students passing the locally created assessment	Locally Created ASSESSMENT	PERCENTILE
50%	RS	RESOURCE SPECIALIST	Percentage of ESE students meeting expectations	ELA and Math statewide, standardized assessments	PERCENTILE
50%	SC-6-7	TEACHER SCIENCE MIDDLE	Percentage of students passing the locally created assessment	Locally Created assessment	PERCENTILE

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Percent of Eval	Number	TITLE DESCRIPTION - TEACHER	Measure	Assessment	Rubric
50/50%	SC-8	TEACHER SCIENCE MIDDLE 8TH GRADE	Percentage of students scoring at Level 3 and above	Science statewide, standardized assessments	PERCENTILE
50/50%	SC-9-12	TEACHER SCIENCE HIGH	Percentage of students passing the locally created VAM (if available)	Locally Created ASSESSMENT	PERCENTILE
50/50%	SC-BIO	TEACHER SCIENCE HIGH BIOLOGY	Percentage of students scoring at Level 3 and above	Biology EOC	PERCENTILE
50/50%	SLP	SLP - SCHOOL BASED	Weighted Average of Student Performance Measure of all district SLP - VPK/ESE School Based and SLP - PreK Itinerant instructional personnel.	Dependent on teachers assigned	VAM OR PERCENTILE
50/50%	SLP-PK-DIAG	SLP - PRESCHOOL DIAGNOSTICIAN	Percent of students assigned making gains VPK Assessment from the pre-test to the post-test (measured by either maintaining Meet or Exceed Expectations OR increasing from Below to either Meet or Exceed Expectations)	Dependent on teachers assigned	VAM or Percentile
50/50%	SLP-VPK/ESE	SLP - VPK/ESE SCHOOL BASED	Percent of students assigned making gains VPK Assessment from the pre-test to the post-test (measured by either maintaining Meet or Exceed Expectations OR increasing from Below to either Meet or Exceed Expectations)	VPK Assessment	PERCENTILE
50/50%	SLP-VPK/IT	SLP - PREK ITINERANT	Percentage of students assigned that increase their severity rating (or, if initially rated Mild, maintain Mild rating) as measured by HCAPP from the first administration in school year to final administration in school year.	HCAPP	PERCENTILE
50/50%	SP&D-6-8	TEACHER SPEECH AND DEBATE-MIDDLE	LCA	LCA	PERCENTILE
50/50%	SS-6-8	TEACHER SOCIAL STUDIES MIDDLE	Percentage of students passing the locally created VAM (if available)	Locally Created assessment	PERCENTILE

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ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Communications Workers of America as the sole and exclusive bargaining agent in matters relative to hours, wages, and conditions of employment for all regular full-time and part-time employees employed by the School District of Indian River County in the classifications specified in PERC Certificate Number 477 and PERC Certificate Number 333.
- B. Any future classifications would be automatically included if mutually agreed upon by both parties.
- C. The Board agrees not to negotiate with or recognize any employee organization composed of the classification of employees listed above, other than the Union, for the duration of this agreement.

ARTICLE 2

DEFINITIONS

- A. **School Board:** The School District of Indian River County is the recognized unit for the control, organization and administration of the public schools in this District and is identified as the public employer in this contract.
- B. **CWA/Union:** The Communications Workers of America is identified in this contract as the employees' organization with the exclusive right to represent the classification of employees listed in this contract.
- C. **Contract:** The document which delineates the hours, wages, terms, and conditions mutually agreed upon as the result of this collective bargaining.
- D. **Unit:** When the word unit or bargaining unit is used in this contract, it applies to all employees in job classifications as approved by the Public Employees Relations Commission.
- E. **Job Description:** The written document describing the duties and responsibilities of a specific job as recorded in the Human Resources office.
- F. **Indian River Schools:** All public schools now existing or established in the future which lie wholly within the legally established boundaries for the County of Indian River.

- G. **Certification:** Refers to the designation by PERC.
- H. **PERC:** Means the Public Employees Relations Commission as created by Section 447. F.S.
- I. **Exclusive Bargaining Agent:** The unit recognized by the public employer and certified by PERC as the unit designated or selected by a majority of public employees as their representatives for purposes of collective bargaining.
- J. **Superintendent:** The appointed official of the School District of Indian River County, Secretary and Executive Officer of the Board, who is responsible for the administration of the schools.
- K. **State Regulations:** The body of regulations adopted by the State Board of Education of the State of Florida to clarify and implement state statutes which relate to education.
- L. **Working Hours:** Those specified hours when employees are expected to be present and performing assigned duties. This includes relief periods but not lunch period.
- M. **Work Day:** The days, exclusive of holidays and vacation, that employees are expected to be present and performing assigned duties. (Article 5, Section A)
- N. **Emergency:** A sudden, urgent, usually unforeseen occurrence requiring immediate action.
- O. **Fiscal Year:** July 1 of one year through June 30 of the following year, or as established by Legislature.
- P. **Department:** The operational units within the division.
- Q. **Day(s):** Day(s) shall mean paid work days unless otherwise specified.
- R. **Authorized Union Representative:** An individual identified in writing by the Local President as a representative of the Union and eligible to conduct Union activities on released time.

ARTICLE 3

PAYROLL DEDUCTIONS

- A. The School Board agrees to make payroll deductions of union dues and other fees when authorized to do so by the employee on an approved

form, in an amount as certified to the Board by the Secretary/Treasurer of the Union, and to transmit to the National Secretary/Treasurer of the Union, 501 Third Street, NW., Washington, DC 20001-2797 an amount so deducted. ~~Annually the~~ Upon request, the Board will provide the Union with a list of the members of the bargaining unit including their employee ID number.

- B. The dues or other fees deduction authorization may be revoked by the employee at any time upon his/her written request to the Board. The notice must be received at least thirty (30) days prior to effective date of cancellation. The Board will transmit to the Union a list reflecting all members included in the remittance, their employee ID number, amount of the current deduction, year-to-date deduction total, and the total to be deducted for the year.
- C. The Board agrees that dues and other fees will be deducted from each check as is presently practiced.

ARTICLE 4

RESPONSIBLE UNION/COMPANY RELATIONSHIP

- A. The Board hereby agrees that every employee of the Board eligible for inclusion in the bargaining unit as listed on Certificate Number 333 of the public Employee Relations Commission shall have the right to join and participate in the Communications Workers of America or the right to refrain from such activity. This right shall be enjoyed without interference from the Board or its representatives or from any member, officer, or representative of the Union. The Board and the Union agree that neither the Board and its agents nor the Union and its agents will interfere with, restrain, or coerce the employees in exercising this right. The Board agrees that the Board and its agents will neither encourage nor discourage membership in the Union by discrimination in regard to hiring tenure, or other conditions of employment. Neither will they attempt to dominate, interfere with, nor contribute to financial support of the Union.
- B. Nothing contained in this contract shall be construed to provide, deny, or restrict employees who are members of the Union, or employees who are eligible for membership in the Union, rights they may or may not have under Florida School Laws or other applicable laws, rules and regulations.
- C. When it is necessary for the Union President or his/her designees to engage in Union activities which cannot be performed except during the normal school hours, or meet or negotiate with management on day-to-day issues or grievances, arrangements shall be made by the President

with the immediate supervisor for released time. For scheduled union functions and conferences, the Board will provide sufficient time for the Union President or his/her designee(s) provided written designation and leave forms are filed five (5) days prior to the leave. When extenuating circumstances exist, at the discretion of the Board, the leave shall be approved in less than five (5) days.

D. Personnel records, kept by the Board, of employees in the bargaining unit, shall be subject to the employee's inspection upon request. After such inspection, the employee shall have the right to initial and date the file to acknowledge his/her inspection on that date. The employee's file may be inspected by the Union only on signed authority of the employee.

E. When ~~large numbers of new~~ employees ~~receive orientation~~ are hired at one time, the Union will be contacted to address the newly hired employees during orientation. literature regarding the Union and membership will be provided by the Human Resources staff to the employee. Such material will be furnished by the union, at the Union's expense. Such materials shall be informational, and shall not promote distrust of management. The Union will be provided a monthly list of new employees and their work locations so that the Union may be able to do direct outreach.

F. Limit Substitutes: Any part-time, temporary or substitute positions shall not exceed 6 months, unless the position becomes vacant for reason of approved medical leave, workers' compensation leave or personal leave. In these instances, it may be necessary to use a substitute to cover that position for more than a six (6) month period. (The intent of this is to fill the vacancy until the regular employee returns to work.)

G. In keeping with the Board approved job descriptions, an effort shall be made to maintain the assignment of MBU's in work related areas of their job responsibilities.

H. In the interest of maintaining a productive and positive working relationship, the Union and District agree that a joint Labor/Management Committee be established. The Committee shall provide a venue for discussing matters of mutual concern to either party. ~~The Committee shall consist of two (2) members appointed by the District, and two (2) members appointed by the Union, which shall meet on a monthly basis at an agreed upon date and time by both parties.~~ Each party may also invite guests germane to the subjects to be discussed at the meeting. All joint Labor/Management meetings will be held during regular business hours of the District. Agenda items shall be shared with the other party at least twenty-four hours in advance of scheduled meetings.

ARTICLE 5

WORK HOURS/BREAKS/OVERTIME PAYMENT/AND COMPENSATORY TIME

- A. Time actually worked when in excess of a forty hour week shall be paid at the rate of one and one-half (1-1/2) hours pay for each hour worked in excess of 40 hours. *Compensatory time will be earned at the overtime rate of 1.5 to comply with the Fair Labor Standards Act. In determining who will be selected for overtime work, seniority may be one of the factors of consideration. The work week for white collar is thirty-seven and one-half (37-1/2) hours and blue collar is forty (40) hours, unless posted otherwise with notification to the union.

* See Article 9(c)

- B. Overtime will be calculated on the actual time worked. Time and a half will be paid for actual worked hours in excess of 40 hours for the designated work week. Straight time will be paid for all hours actually worked up to 40 hours within the designated workweek. Holidays, compensatory time and all approved unpaid or paid leaves will not be included in the calculation of actual worked hours. The supervisor will assume responsibility for determining which employees will be assigned.
- C. Employees who are called into work for non-connecting overtime, beyond 40 hours, which is outside of normal duty hours, will be paid at a rate of one and one-half times their rate of pay for a minimum of two (2) hours. Travel time will be considered as time worked.
- D. All full-time employees are entitled to a minimum thirty minute (30) unpaid lunch break. In addition employees working three (3) to six (6) hours are entitled to at least one fifteen (15) minute break, preferably one (1) halfway through their shift. All other employees working over six (6) hours are entitled to at least one (1) additional fifteen (15) minute break.
- E. All leave time will be computed and reported in hours instead of days.

ARTICLE 6

HOLIDAYS

- A. The District will provide 6 paid holidays. The following days may be recognized as holidays for all members of the bargaining unit.

Independence Day

Christmas Holidays (2)

Labor Day	New Year Holidays (2)
Veterans Day	Good Friday
Thanksgiving Holidays (2)	Memorial Day

- B. The holidays that will be authorized each year will be identified by the CWA/Support Calendar Committee which will have included in its membership representation from this bargaining unit. The President of the Union will appoint a maximum of 8 members representing both blue and white collar workers.
- C. When an authorized holiday falls within an employee's vacation period, that day will not be charged as a vacation day.

ARTICLE 7

NEGOTIATIONS PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, may be subject to professional negotiations between them from time to time during the period of the agreement upon mutual agreement by the Board and Union. The parties agree to cooperate in arranging meetings, furnishing necessary information, and otherwise considering and resolving any such matters.
- B. Upon request of either party, Representatives of the Board and the Union negotiating committees may meet ~~at least twice during the regular school year~~ at a time convenient to both parties for the purpose of reviewing the administration of this agreement and to examine problems which may arise out of the administration of this contract. These meetings are not intended to by-pass the negotiations or grievance procedures. Further, each party will submit to the other, at least ~~seventy-two (72)~~ forty-eight (48) hours prior to the meeting, an agenda covering what they wish to discuss.
- C. During the course of any negotiations described in this article, the parties mutually pledge that such negotiations shall be conducted in good faith.

ARTICLE 8

GRIEVANCE/ARBITRATION PROCEDURES

Section 1 – Grievance Procedure

- A. PURPOSE: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which

may arise involving the interpretation and/or application of the contract. The administration and intent of all provisions are subject to the Grievance and Arbitration procedure without limitation except as required by Florida Public Employee Law.

B. DEFINITIONS:

1. **Grievance** - The term "Grievance" shall mean a written allegation by a grievant that a controversy, dispute, disagreement, or violation of any kind or character exists out of or in any way involving interpretation or application of the terms of this Agreement.
2. **Grievant** - The term "Grievant" shall mean the employee or group of employees filing a grievance. The Union may be the grievant.
3. **Immediate Supervisor** - The term "Immediate Supervisor" shall mean the principal of the school where the individual is assigned or an immediate supervisor when the individual is not assigned to a principal.
4. **Employer** - The term "Employer" shall mean the School Board or the Administration.
5. **Days** - The term "Days" shall mean working days.
6. **Party** - The term "Party" shall mean the Board and the Union except in the case where there is no Union backing, then it shall mean the Board and the Grievant.
7. **Bargaining Unit** - The term "Bargaining Unit" shall mean all employees of the Board who are members of the Communications Workers of America or eligible to be members of the Union.

C. TIME LIMITS: Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum. Every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be extended by mutual written agreement between the Union and the Superintendent or designee.

D. END-OF-YEAR GRIEVANCE: In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the Board's Fiscal Year, and if left unresolved until the beginning of the next year, could result in irreparable harm to the grievant or Union, the time limits set forth

herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the Board's Fiscal Year or as soon thereafter as possible.

- E. RELEASED TIME: It shall be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of the grievant's work responsibilities.

Release time shall be granted only upon mutual consent of the aggrieved person, the immediate supervisor, and Superintendent or Superintendent Designee. Such released time shall be without loss of pay to the extent required for such participation. All persons involved will make every effort to handle promptly and in an expeditious manner grievances that are being processed.

- F. REPRESENTATION: All members of the bargaining unit shall have the right of Union representation at each level of the grievance procedure at the union's option. Starting at level one, no grievant may be required to discuss any grievance if the union representative is not present. Any individual employee or group of employees in the bargaining unit shall have the right at any time to present a grievance to the designated representatives of the Board and to have such grievance adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the Collective Bargaining Agreement and the Union has been given the opportunity to be present and make statements for such adjustments. Copies of the Board representative's decision given at any step of the grievance procedure shall be speedily delivered to the grievant and the union. A grievant shall not be represented by a representative of any other employee organization except the CWA.

- G. INFORMAL DISCUSSION: In the event that an individual employee or a Union representative believes there is a basis for grievance, the individual or the Union representative shall first discuss the alleged grievance with the immediate supervisor. This informal discussion must be requested and should be scheduled within seven (7) working days following knowledge of the act or condition which is the basis of the grievance.

LEVEL ONE: If as a result of the informal discussion with the immediate supervisor a grievance still exists, the grievant may invoke formal grievance procedures on a form signed by the grievant. A copy of the grievance form shall be delivered to the immediate supervisor within five (5) working days of the informal discussion. If the grievance involves sd more than one work site, it may be filed with the Superintendent or his/her designated grievance representative at level two. The immediate supervisor or designated representative shall have five (5) days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision. The grievant shall have the option of

having a representative of the Union present provided the immediate supervisor is so advised when the grievant requests the follow-up discussion ~~is requested~~. The immediate supervisor has the option of having representation of his/her choice present during discussion. When a level one discussion is held, ~~two (2)~~ copies of the response to the grievance shall be given in writing to the grievant and the union by the immediate supervisor within five (5) days following the discussion. Upon mutual agreement, such delivery may be electronic.

LEVEL TWO: If the grievance is not settled to the union and the grievant's satisfaction or if a written decision is not submitted within the designated time limits at level one, the union and the grievant may move the grievance to level two by written notice to the Superintendent's designated representative within ten (10) days after the date of the response at level one. The designated representative shall have ten (10) days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision. Upon mutual agreement, such delivery may be electronic.

LEVEL THREE: If the grievance is not solved at level two to the union and the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of level two and before either party formally appeals the grievance to arbitration, the CWA National Representative and Superintendent ~~(or Deputy Superintendent)~~ will meet to review the grievance in an attempt to resolve the issue. Within ten (10) additional days, the union and the grievant may move the grievance to arbitration. If the two parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the party seeking arbitration shall file a request with the Federal Mediation and Conciliation to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the Federal Mediation and Conciliation. The arbitrator shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings or final submission. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasons, and conclusions on the issues submitted to arbitration. The decision of the arbitrator shall be submitted to the Board, grievant, and the Union and shall be final and binding upon the parties.

H. POWERS OF THE ARBITRATOR: It shall be the function of the arbitrator, and the arbitrator shall be empowered, to make a final and binding decision on the grievance.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

2. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator and the arbitrator rules that the issue is not arbitrable, it shall be referred back to the parties without decision, comment, or recommendation on its merits.
- I. COSTS: The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- J. NO REPRISALS: No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure. No document of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any member of the bargaining unit.
- K. ACCESS TO INFORMATION: The Board and the Administration will cooperate with the Union in its investigation of any grievance and, further, will furnish the Union with such information as is requested.

Section 2 – Expedited Arbitration

Any grievance of a disciplinary action including demotion, suspension or termination of employment, except those grievances that also involve one or more issues of contract interpretation will be submitted to expedited arbitration after the filing of a request for arbitration by the Union.

For expedited arbitration of grievances involving termination of employment, any decision by the arbitrator to award back pay or benefits shall be based on the time period from the effective date of the grievant's termination up to the date of the arbitrator's decision.

A panel of three (3) arbitrators will be selected and agreed upon by the parties. Each arbitrator will serve until his or her services are terminated by written notice from either party to the other party. The arbitrator will be notified that his or her services are terminated by a joint letter from both parties. The arbitrator will conclude his or her services by deciding any grievances heard before the date of the joint letter notifying him or her of termination of services. A successor arbitrator will be selected and agreed upon by the parties.

Arbitrators will be assigned grievances in rotating order designated and agreed upon by the parties. If a grievance is postponed after an arbitrator has been assigned, the grievance will continue to be

assigned to the same arbitrator. If a grievance is settled, cancelled or withdrawn after an arbitrator has been assigned but before the arbitrator decides the grievance, that arbitrator will be the next arbitrator in the rotational order to be assigned a grievance.

If an arbitrator is not available for a hearing within thirty (30) working days after receiving an assignment, the grievance will be passed to the next arbitrator in the rotational order. If no arbitrator can hear the case within thirty (30) working days, the case will be assigned to an arbitrator who can hear the case at the earliest date.

Procedure for Expedited Arbitration

The parties will notify the arbitrator by joint letter of the intent to proceed to expedited arbitration. The arbitrator and the parties will agree to a hearing date.

Before the hearing, the parties may submit to the arbitrator a joint stipulation of any facts that the parties agree are not in dispute.

The hearing will be informal, without formal rules of evidence. However, the arbitrator must be satisfied that the evidence submitted is relevant and of a type on which he or she can reasonably rely, that the hearing is in all respects a fair one, and that all facts reasonably obtainable and necessary for a fair decision are brought before the arbitrator.

A transcript of the hearing is not required. However, either party, at the party's own expense, may order a court reporter to attend the hearing. If either party orders a transcript of the hearing, the other party may obtain a copy of the transcript of the hearing upon payment of half the cost of the transcript.

Upon completion of the arbitration hearing, the arbitrator will render a bench decision consistent with and pursuant to the Contract. The arbitrator may affirm, deny grievance or may modify the discipline.

The decision of the arbitrator will determine the grievance; however, it will only apply to the grievance being arbitrated and will not set practice or precedent.

The time limits above may be extended by written agreement of the parties or at the arbitrator's request.

The decision of the arbitrator will settle the grievance, and the School District, Union and grievant agree to abide by such decision. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the School District and the Union in

equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an expedited arbitration hearing will be borne by the party requesting such cancellation or postponement.

ARTICLE 9
LEAVE PROCEDURES

- A. When illness necessitates absence from work, the supervisor, or designee will be notified as soon as possible according to applicable School Board rules available to employees.
- B. Support staff substitutes are the responsibility of the school or department. The employee will not be responsible for providing substitutes for their absences.
- C. Employees will notify their immediate supervisor five (5) working days in advance for any vacation leave requested. Employees will notify their immediate supervisor five (5) working days in advance when possible, for any personal charged to sick leave requested. *Compensatory time will be scheduled under normal leave procedures, at employee's option, with supervisor's approval. (See Article 5 [A])
- }D. CWA represented employees must exhaust all accrued and unused paid leave before requesting approval for unpaid leave time.

In cases where paid leave time is exhausted, except for in emergencies, requests for unpaid leave time must be submitted to the supervisor at least fifteen (15) days in advance. In emergency situations, where the employee is unable to reasonably know of their need for unpaid leave, a leave request shall be submitted as soon as the emergency need for the leave is known; this leave may be approved or denied. Approval of such requests is at the discretion of the supervisor and Superintendent/designee.

If a CWA employee fails to request unpaid leave timely and is absent from work or if an employee's unpaid absence is not approved, such absence shall constitute just cause for disciplinary action up to or including termination.

This article is not applicable to FMLA leave.

~~D~~E. All School Board rules relating to leaves for members of the Union or employees eligible for membership in the Union are considered a part of this contract. (See School Board Rules.)

~~E~~F. For support employees not subject to a collective bargaining agreement, and if negotiated through collective bargaining for applicable employees, the Compassionate Leave Program is established as a mechanism for accepting from qualified employees the voluntary donation of time from annual accumulated sick leave. Compassionate Leave may be utilized by eligible employees who need extended time off due to a catastrophic, serious health condition or life-altering event of a member of the employee's immediate family, or for someone residing within the employee's household, for whom the employee is the primary caregiver.

Exclusions include but are not limited to, normal pregnancy, any injury covered by Worker's Compensation or mental/nervous conditions, chemical dependency, alcoholism or related conditions. The following criteria will govern the creation, maintenance and use of Companionate Leave Program.

1. Recipient must have been a regular employee of the district for at least one full year preceding the current fiscal year and must have used all available sick and vacation prior to receiving donated leave.
2. Donors are eligible to donate creditable time they have earned as long as the employee retains a minimum of 30 days of available leave after the donation is deducted.
3. The Leave will be donated to a specific employee at the time the donation takes place.
4. Donations will be on first received from donor, first transferred to recipient.
5. Recipient must complete an application for the Compassionate Leave Program which will contain:
 - a. Employee name
 - b. Employee Identification number

- c. Beginning and Ending dates of leave requested
 - d. Last day of available paid leave
 - e. Explanation regarding the circumstances surrounding the reason for leave
 - f. Physician's Statement Form providing documentation of injury, illness or accident or other appropriate documentation for which leave is requested.
6. In no event shall any compassionate leave time approved under this policy exceed 60 days.
 7. Any unused transferred sick leave hours will return to the authorizing employee on a last in, first out basis.

FG. CWA represented employees will be offered an option to “buy back” their sick leave earned during the ~~2014-2015~~previous fiscal year at 70% of the value of the leave. In order to qualify for this program, the employee must meet the following criteria.

1. Employees must have used 2 days or less of their sick/personal leave in the ~~2014-2015~~previous fiscal year. Days donated to sick leave pool or Compassionate Leave Program would not count toward the 2 day count.
2. The employee must have completed a full contract year in ~~2014-2015~~the fiscal year. An exemption will be granted for a break in service due to reduction in force in the immediate preceding year.
3. The employee must have an accrued leave balance of 30 days or greater.
4. The employee must be actively employed by the District at the time of the distribution of the funds. Application for “buy back” of sick leave must be made on or before October 1, ~~2015~~of the current fiscal year. Upon approval, sick leave buy back will be paid subsequent to October 1, ~~2015~~, but in no event later than December 31, ~~2015~~.
5. The employee must complete an application to participate in the program.

If employees meet all these qualifications, they will receive payment for the requested, unused days based on the following formula: Number of sick hours accumulated within the district from the ~~2014-2015~~previous contract year, multiplied by the employee's hourly rate of pay, multiplied by 70%.

ARTICLE 10

CONTINUITY OF OPERATION

- A. The Board and the Union recognize the desirability of continuous and uninterrupted operation of the instructional program during the school year. The Board and the Union agree that their employees or members shall not foster or engage in a strike, boycott, work stoppage, slow down, mass sickness or any other similar activities.
- B. The Board and the Union agree that they will not, during the period of this agreement, directly or indirectly engage in or assist with any unfair labor practice. In the event representatives of either party are found guilty of such practice, the party of the guilty individual(s) will determine the nature of the action to be taken against the individual(s).

2016-2017 School District of Indian River County and Communications Workers of America Local 3180 Bargaining

Tentative Agreement

ARTICLE 11

TRANSFERS/PROMOTIONS, VACANCIES, REASSIGNMENTS & UPGRADES

- A. **TRANSFERS: (A lateral move within job classification or within department at the same pay grade)**
 - 1. The Union shall be notified in writing of all transfers prior to Board approval.
 - 2. The Board and the Union acknowledge that the authority to make transfers rests with the Board upon the recommendations of the Superintendent. When transfers are made, they shall be made in what is considered to be in the best interest of the district program as determined by the immediate supervisor, superintendent, and Board, in determining who will receive the transfer, qualifications and seniority will be among factors considered.
 - 3. Request for transfer to an open position ~~from the work unit when initiated by the employee in writing and stating the reason(s)~~ shall be initiated using the online application system. ~~filed in the Human Resources office with the knowledge of the immediate supervisor(s) of the unit(s) requested in the transfer.~~
 - 4. Transfers between work units ~~during the fiscal year~~ will be made only where the efficient operation of the district program is of prime importance. Employees recommended by the

Superintendent for transfers shall be given notice as soon as possible. All requests for transfers in this section shall be made by consultation between the Assistant Superintendent of the Human Resources ~~Department office~~ and the employee. However, nothing in this section shall prohibit the employee discussing a possible transfer with the immediate supervisor(s) of the work unit(s) in which an interest is shown. In instances where a requested transfer is not granted, the employee may request a conference with the Assistant Superintendent of the Human Resources ~~Department office~~ and the immediate supervisor where the interest is shown for the purpose of reviewing the decision.

B. REASSIGNMENTS: (A move by an employee into a different position)

1. The union shall be notified in writing of all reassignments prior to Board approval.
2. The Board and the Union acknowledge that the authority to make reassignments rests with the Board upon recommendations of the Superintendent. When reassignments are made, they shall be made in what is considered to be in the best interest of the District programs as determined by the immediate supervisor, Superintendent, and Board. Qualifications and seniority ~~will~~ may be the primary among factors considered in making the decision.
3. Request for reassignment to an open position ~~from a work unit when~~ initiated by the employee ~~in writing and stating the reason(s) shall be filed in the Human Resources office with the knowledge of the immediate supervisor(s) of the unit(s) requested in the transfer~~ using the online application system.
4. Reassignments between work units during the fiscal year will be made only where the efficient operation of the District is of prime importance. Employees recommended by the Superintendent for reassignment shall be given notice as soon as possible. All requests for reassignment in this section shall be made by consultation between the Assistant Superintendent of the Human Resources office and the employee. However, nothing in this section shall prohibit the employee discussing a possible reassignment with the immediate supervisor(s) of the work unit(s) in which an interest is shown. In instances where a requested reassignment is not granted, the employee may request a conference with the Assistant Superintendent of the Human Resources office for the purpose of reviewing the decision.

C. PROMOTIONS: (A move into a position with a higher level of responsibility and at a higher rate of pay)

1. The Union shall be notified in writing of all promotions prior to Board approval.
2. The Board and the Union acknowledge that the authority to make promotions rests with the Board upon recommendations of the Superintendent. When promotions are made, they shall be made in what is considered to be in the best interest of the District program as determined by the immediate supervisor, Superintendent, and Board. In determining who will receive the promotion, qualifications and seniority will be ~~among~~ the primary factors considered.

D. UPGRADES: (A current position with additional responsibilities. Justifying an increase in pay)

1. All requests for upgrades affecting MBU's will be considered in the collective bargaining process under Article 20.
2. The submitted requests will be justified with job descriptions and job qualifications as to the increase of duties and/or responsibilities.

E. VACANCIES: (Any Positions not filled)

1. Whenever a vacancy occurs in any position that is not filled by a transfer, reassignment, promotion or a new position is created within the District, it will be publicized on the District employment website. ~~by the distribution notices.~~ The notices shall be posted ~~in schools/sites, on the dDistrict website and on the Human Resources office bulletin board~~ for five (5) working days. Requirements for the position will be included in the notice. All written applications and resumes will be screened. Only the qualified applicants will be interviewed. Applicants who are not interviewed will be notified by the District of that decision. Upon request, the hiring supervisor will meet with applicants to discuss the reason(s) why they were not selected. Qualifications will be determined by the District's approved job description manual.
2. A member of the executive board, or designee, of the Communications Workers of America (CWA) may, at its discretion be utilized to screen candidate's qualifications as it pertains to the posted vacancy notice.
3. The merits of the applicant will be judged by the interview committee as they relate to the applicants ability to perform the responsibilities outlined for the position.

4. Records of vacancies ~~which occur after the close of the schools in June~~ can be obtained by visiting the District employment website, contacting the Human Resources office. The District agrees to provide ~~a telephone service to list position vacancies~~ electronic website posting of, group health, EAP, and emergency information for employees. Also, specific duties, ~~number of~~ hours per day, ~~number of~~ days per year, hourly rate and /or annual salary will be on all job vacancy notices. At the Union's discretion, they may make position vacancies known to employees through other means, including posting on a Union office bulletin board or on the Union website.
5. When filling vacancies the desire of employees will be considered.
6. This article is not intended to supersede the District's authority to make lateral reassignments and/or reduction in force reassignments in order to fill vacancies.
7. There may be instances where it is determined to be in the District's best interest not to fill a vacant position

ARTICLE 12

MISCELLANEOUS

- A. Should any provision of this agreement be declared illegal by a court of competent jurisdiction, or be in conflict with state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the deleted provisions. Any permissive legislation or legal clarification by a court of competent jurisdiction may be subject to further negotiations during the life of this contract provided both parties agree.
- B. Any member of the bargaining unit who is involved in litigation as a result of ~~pursuit of his/her~~ Board assigned responsibilities ~~in the name of the Board~~ shall be provided legal counsel. Legal counsel ~~to~~ will advise the employee of his/her rights and obligations and render assistance in connection with handling the incident by law enforcement and judicial authorities.
- C. A complaint which is lodged by a parent, student, or other individual against an employee who is a member or eligible for membership in the Union will only be included in the employee's personnel file if the employee is provided with information about the complaint. The

employee shall be given the opportunity to file his/her explanation with the complaint prior to any action.

- D. Any case of assault in the line of duty upon a member or an employee eligible for membership in the Union shall be reported to the immediate supervisor who shall report the incident to the Superintendent or designee. In the event the employee's rights have been violated, the Board will provide assistance with handling the case to the extent permitted by law.
- E. The Board agrees that a copy of current Rules and Regulations shall be available to members or employees eligible for membership in the Union [on the District website](#)~~in each work site office.~~
- F. ~~The Board shall establish a probationary period of 90 days.~~ Benefit coverage will become effective for an eligible employee on the first day of the calendar month following 30 days of employment provided the employee is actively at work on that date ~~and a dependent is not hospital confined~~ and the employee attended a benefits enrollment meeting and [has completed enrolled](#)~~and turned in necessary forms within 30 days of employment.~~
- G. Upon ratification of the proposed agreement by the Board and the Union, the Board agrees to furnish, at its expense, one copy of the agreement for each member of the bargaining unit. Any additional copies to be printed at the expense of the Union.
- H. The Board agrees to work jointly with the Union to provide employee groups with job in-service/improvement programs and/or activities. Individual Employee Job In-service and/or Improvement will be considered.

~~I. Critical Shortage Position:~~

~~It is agreed that modifications related to the position title be implemented as follows:~~

~~Due to the critical shortage of position applicants it is recommended that temporary modifications be made:~~

~~1. Entry level step becomes step 4.~~

~~2. Requirements for high school or GED diploma be suspended.~~

~~3. Should critical shortage positions terminate for any reason; the affected employees advanced will retain their step and progress forward from that step.~~

- ~~4. Successfully complete the District's identified position training program.~~
- ~~6. All other provisions of the general agreement will apply.~~

ARTICLE 13

REPRIMANDS, DISCHARGES, DEMOTIONS & SUSPENSION PROCEDURES

- A. In case of a written reprimand placed in an employee's personnel file, the employee shall be given the right to a conference with the immediate Supervisor, if desired, and the opportunity to include in his/her file a written statement on his/her behalf. The employee shall be notified of any negative material which may affect his/her employment status, to be placed in his/her file, and given the right to respond.
- B. In the event an employee is discharged, demoted, or suspended, a charge that the discharge, demotion, or suspension was without just cause shall be handled in accordance with the following:
1. If the employee has not completed the probationary period, a charge that the action was without just cause shall be subject to processing through the first two formal steps of the Grievance Procedure but shall not be subject to the third step, arbitration. The action decided at the second step shall be final and binding on the parties.
 2. If the employee has completed the probationary period, a charge that the action was without just cause shall be subject to processing through the Grievance and Arbitration Procedure refer to Forms Addendum.

Reprimand Procedures are as follows:

- A. Verbal with verification - form signed by employee to verify notification with copy to the employee. Verbal reprimands will be removed from the employees file after two years at the employee's request.
- B. Written reprimand to go in Personnel file with appropriate copies distributed may include day(s) of suspension without pay pending Board approval.
- C. Possible termination.
- D. Certain proven offenses may constitute immediate termination (F.S. Statutes and SDIRC Board Rules).

- E. During any and all of the above steps of reprimand procedures, the employee retains the right to file a grievance.
- C. In the event that a decision of reinstatement is made from discharge, demotion, or suspension, the employee will not suffer loss of salary or any other benefits because of the discharge, demotion, or suspension action.

ARTICLE 14

REDUCTION OF PERSONNEL

- A. Recognizing the fact that the Board and Superintendent are legally charged with the responsibility of staffing the support services provided by the Board, this responsibility must be carried out in a manner that provides an effective level of operation as determined by the Board and Superintendent. It is recognized that occasions arise from time to time when it is necessary to reduce operating budgets or services. In the event this should occur, the Superintendent and his/her staff will analyze the total school program and services provided, including but not limited to personnel, in order to make recommendations to the School Board.
 - 1. The District will make every effort to place any MBU affected by contracting for services in position vacancies for which they may qualify.
 - 2. The District will encourage and work with any contractor providing services to the District, to employ MBU's affected by the contracting out of services.
 - 3. Any plan to institute contracted services will be published by January 1st prior to the fiscal year (July 1st) implementation.
- B. When personnel who are eligible for membership in the Communications Workers of America bargaining unit are to be affected by a reduction in the number of working positions, the Union shall be notified by the Superintendent or his designee. The following procedures shall be used when reducing personnel who are eligible for membership in the Communications Workers of America bargaining unit.
 - 1. ~~1. —After all annual contract personnel are reduced within the work group, continuous contract P~~ personnel with the least continuous seniority in the School District of Indian River County, ~~and who possess minimum skills as determined by the Board,~~ will be affected first by any reduction.

Work groups:

- Clerical (dependent on skills)
- Custodial and Warehouse
- Food Service
- Bus Drivers
- Bus Assistants
- Teacher/Media/Computer Lab Assistants
- Self-Care Aides
- Health Assistants
- Physical Plant Workers (dependent on skills, certification and licensure)
- Mechanics

2. ~~Personnel with the least continuous seniority in the School District of Indian River County, and who do not have critical work assignments, will be affected next.~~ Personnel may not be placed into a higher pay grade as a result of a reduction.

3. If two or more employees are equal under Nos. 1 ~~and 2~~ above, consideration will then be given to the following:

~~a. Skill flexibility of the employee as determined by his/her supervisor's observation.~~

ba. The greatest number of years of work experience at the task under consideration.

4. Any employee ~~with at least five years of continuous work experience in the District~~ who would become eligible for retirement within the year ~~during for~~ which they are affected by a reappointment cannot be made because of a reduction in personnel shall be given every consideration to acquire the additional required time.

5. ~~The Board and the Union recognize the right of the supervisor to recommend personnel he/she feels is best qualified for meeting the specific work requirements needed.~~

C. The following procedures shall be used when recalling personnel who are eligible for membership in the Communications Workers of America bargaining unit.

1. All personnel affected by the reduction as specified in Section B shall be given ~~every first~~ consideration to fill vacant positions that occur until the first day of the fiscal year or at latest until the first day of school up to, and including, the following school year, if and when vacancies occur, provided the employees are fully

capable of performing the job responsibilities under consideration.

2. An employee who has established a good work record as determined by the Board and who has been affected by the reduction as specified in Section B and who is capable of performing the duties of a vacant position shall be recommended to fill that vacant position before a new employee is employed.
3. Employees shall be recalled in inverse order outlined in Section B. Within ~~five~~ ~~twelve~~ (512) days of the receipt of a letter of recall, or ~~ten~~ ~~fourteen~~ (1014) days following the postmark date on the letter, an employee shall notify the ~~Division of~~ Human Resources ~~Department~~ ~~office~~ in writing whether he/she shall accept employment. Failure to respond to the letter of recall or to accept the position within the time required automatically terminates the employee's rights of recall. The employee is responsible for maintaining a current address and telephone number in the ~~Division of~~ Human Resources ~~Department~~ ~~office~~ at all times for purposes of this section. The letter shall be mailed to the employee at ~~the said~~ address by certified mail, return receipt requested.
4. No benefits shall accrue to individuals who are waiting to fill vacancies.

ARTICLE 15

EVALUATIONS

- A. All ~~full time/full term~~ employees will be evaluated at least once each year employing procedures and criteria developed by the School Board.
- B. Employees will be made aware of the criteria and appraisal forms for evaluation at the beginning of each fiscal year or during the first month of employment.
- C. The annual evaluation form will be signed by the employee. It is understood that by signing, the employee is not indicating agreement with the evaluation. A copy will be filed in the employee's personnel file and a copy will be given to the employee.

D. If the annual evaluation shows an employee not performing in an acceptable manner, the employee's ~~S~~supervisor shall make at least one specific written suggestion as to how the performance of the employee may be improved with a copy of the suggested improvement to the Union. A conference will be held within thirty (30) to sixty (60) days following the identification of the deficiency to discuss performance as it relates to the deficiency.

~~E. All evaluations and job descriptions to be updated by June, annually.~~

~~F~~E. All annual evaluations are to be completed on the dates described below and placed in the appropriate Personnel files by July 15th of each year. Administration reserves the right to do interim evaluations.

10 Month Employees May 25
11 Month Employees June 15
12 Month Employees June 30

~~G. During the 2013-14 school year, an Evaluation Committee will be formed, comprised of employees chosen by CWA, and an equal number of individuals identified by SDIRC. This Committee is charged with reviewing the existing evaluation system and forms and providing any recommended changes to the evaluation system to the Bargaining Teams prior to May 30, 2014 for consideration and possible adoption.~~

ARTICLE 16

BULLETIN BOARDS/USE OF FACILITIES AND COMMUNICATIONS

~~A.~~ A. The Union may post notices of activities and matters of the Union on a bulletin board specifically assigned by the facility through the individual responsible for the facility. Each facility will provide a minimum of one (1) bulletin board ~~space~~ designated for Union use. No material will be posted which is of a political nature or promotes a strike, work stoppage, or picketing.

B. The Union and its representatives shall be considered a school-related group regarding the use of school buildings for meetings. The Union or its representatives shall make proper arrangements with the school principal and adhere to regulations set forth in School Board Policy 7510.

C. The Indian River County courier service will be available within District facilities to the Union without expense for any reasonable handling of mail. Reimbursement as mutually agreed upon is expected if usage exceeds reasonable limits as determined by the

Board. If agreement is not reached, courier service will be discontinued for the Union.

D. Mailboxes assigned to members of the bargaining unit in each school may be used for Union communication at the discretion of the Union.

E. When school announcements are made through written bulletins, brief Union announcements may be included with prior approval of the principal.

F. The Union president via district e-mail may communicate announcements of CWA Local 3180 meetings with attached agenda.

G. Union members will be given an opportunity to meet with bargaining union members for the purpose of explaining the contract and other related matters. Arrangements for these meetings will be worked out between representatives of the Union and principals of individual schools.

A.H. The Union president via the automated calling system may communicate announcements regarding voting to MBUs.

ARTICLE 17

HEALTH & SAFETY

A. Safety complaints or hazardous conditions shall be promptly reported by the employee to his/her immediate supervisor and promptly thereafter to the job steward or safety chairperson.

B. ~~The local Union president or designee shall be a member of the active Safety Committee.~~The District and Union will establish a Joint Labor Management Safety Committee to develop and promote continuous improvements and employee involvement in safety and health processes. The committee will consist of Union and Management Representatives no to exceed six (6) each. District personnel who have authority to affect safety improvements will be in attendance. Each party will select their respective members, including a Union and District Co-chair. The Committee will meet on a monthly basis.

C. Any employee qualifying for participation in the Districts Modified Duty Program, as per School Board Rule 2.41, and 4.15 assigned by Risk Management will be paid at 85% of the regular rate of pay, for their contracted work period.

ARTICLE 18

SICK LEAVE BANK

A. MEMBERSHIP

All full-time non-instructional employees of the School District of Indian River County who have been employed at least one (1) year and having accrued at least six (6) days of sick leave as of the date of application may enroll in the Sick Leave Bank.

Interested employees may enroll by voluntarily contributing two (2) sick leave days to the bank during the established registration period. Initial enrollment in the Sick Leave Bank will take place during the month of November. Employees may not contribute more than two (2) sick leave days during any additional contribution period in that fiscal year. Sick leave days donated to the bank by employees will not be returned to employees except as here after provided.

B. ESTABLISHMENT AND DURATION

A Sick Leave Bank shall not come into existence until at least two hundred (200) days are deposited. A review of the sick leave bank and its procedures will be conducted by the governance committee prior to July 1 of each year. Based on this review, changes will be made if necessary.

C. ADMINISTRATION AND GOVERNANCE

1. Sick Leave Bank will be administered and form distributed through the ~~Risk Management~~[Human Resources](#) Department.
2. A review committee consisting of two representatives appointed by the Superintendent, two representatives appointed by the Communications Workers of America, and one representative jointly appointed will administer the Sick Leave Bank. This committee shall approve or deny each request for sick leave bank days and investigate any alleged abuses. The committee reserves the right to request a second medical opinion.

D. BENEFITS

In the event of catastrophic illness of a participating employee, causing the employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

1. All accumulated sick leave of the employee must first be expended, followed by an unpaid leave of three (3) continuous work days.

2. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident or injury.
3. Application for use of the Sick Leave Bank must be made to the Risk Management Department. Applications shall include:
 - a. A doctor's statement certifying the illness and the necessity for the protracted leave. A doctor's release statement will be necessary before the employee is allowed to return to work.
 - b. Certification by the employee of the date on which all sick leaves will be exhausted and the date on which the sick leave bank is to be used.
4. A maximum of thirty (30) paid working days may be received by an employee in a fiscal year.
5. An employee who is a member of the Sick Leave Bank shall not be eligible to use sick leave from the bank if the employee is on injury or illness-in-the-line-of-duty, workers' compensation or other paid leaves.

E. REPLENISHMENT

After the bank is established, each participating member shall contribute two (2) additional days if the bank drops to a balance of below 100 days. When it becomes necessary to replenish the bank, the contributions shall be equally required of all employees participating.

F. DISSOLUTION

In the event the Sick Leave Bank is terminated, all unclaimed sick leave days will be returned to participating members where possible. Returning of days will be accomplished equally to those members who have not utilized sick bank leave withdrawal.

G. WITHDRAWAL OF PARTICIPATION

A participating employee who chooses to withdraw from participation in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed.

H. PARTICIPATION ABUSE

If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay (in days or dollars, i.e., member's daily rate of pay) all of the sick leave credit drawn from the bank and be subject to such other disciplinary actions as determined by the District School Board through appropriate established procedures.

I. HOLD HARMLESS

The School District of Indian River County employees who are members of the Sick Leave Bank, or officers and agents are held harmless for the cost and results of any action which may be brought by any of its members, group, groups of members or agencies of the law with respect to the establishment, administration or expenditure of the assets of the Sick Leave Bank.

ARTICLE 19

RETIREMENT INCENTIVE PLAN

- A. A member of the Bargaining Unit who would be eligible for retirement under an existing state retirement system shall be paid a retirement incentive of fifteen percent (15%) of his/her current annual salary, excluding supplements plus 1% for every five full years of service in the District.

Provided that the member:

1. begins the retirement process six months prior to retirement by notifying the district Human Resources office in writing of the intention to retire with the effective retirement date specified; and
 2. retires in the first year eligible for retirement without FRS penalty; and
 3. has provided at least ten (10) years of continuous service to the District immediately prior to retirement.
- B. The retirement incentive will not be paid to any employee if the employee continues full-time employment with the Board after the first year in which he/she becomes eligible for retirement without penalty. (I.e. 6 years or more FRS service and age 62; or 30 years FRS service at any age.)
- C. It shall be the responsibility of each employee to determine, through the Florida Retirement System his/her eligibility for retirement and to establish that he/she meets the requirements set forth for the collection

of retirement incentive and to certify same to the Human Resources office.

- D. At the time the retirement process is initiated, failure to declare transfer credits, military service credits, or any other similar provisions which will alter the retirement status will be sufficient grounds to cancel the retirement incentive pay.
- E. The retirement incentive will be paid in a lump sum immediately prior to the indicated time of retirement.
- F. Financial Feasibility:

If, after computing the financial impact of plan applicants, it is found that there is a significant cost to the District, the Board will withdraw the incentive for that fiscal year. In that instance, those who had applied may choose to defer their retirement to anytime during the following year and will be given first priority to retire with incentive the following year. The decision by the Board to withdraw the incentive will be made within sixty (60) calendar days of receiving the request for the retirement incentive.

**ARTICLE 20 (updated list)
COMPENSATION AND FRINGE BENEFITS**

A. POSITION AND GRADE			SUPPORT PERSONNEL - WHITE COLLAR UNIT		
Work Days	Paid Days	Hours	Per Day	Job Title	Pay Grade
244	250	7.5		Accounting Clerk, Accounts Payable, Clerk	8
244	250	7.5		Accounts Payable Clerk, Senior	10
180	186	7.5		Behavior Support Technician	9
244	250	7.5		Bookkeeper – Extended Day/Community Service	10
244	250	7.5		Bookkeeper – Middle School	8
244	250	7.5		Bookkeeper - Senior High School	10
244	250	7.5		Buyer (Without NIGP or equivalent certification)	10
244	250	7.5		Buyer (with NIGP Certification or equivalent)	12
244	250	7.5		Certification Analyst	10
190	196	7.5		Child Development Associate – CDA	9
244	250	7.5		Clerical Assistant	3
214	250-196	7.5		Clerical Assistant – School	6
244	250	7.5		Clerical Assistant – Senior	6
244	250	7.5		Composition Specialist	10
244	250	7.5		Computer Operator	10
244	250	7.5		Data Entry Clerk	4
244	250	7.5		Data Entry Clerk (Senior)	6
214	220	7.5		Employment Technician	9
244	250	7.5		Finance Specialist – Accounting	8
244	250	7.5		Fingerprint Specialist	8
244	250	7.5		Fiscal Specialist I	10
244	250	7.5		Fiscal Specialist II	12
214	220	7.5		Food Service Application Clerk	6
244	250	7.5		Fringe Benefits Specialist	10
180	186	7.25		Health Assistant I	6
180	186	7.25		Health Assistant II	10
180	186	7.25		Health Assistant III	12
244	250	7.5		Helpdesk Training Technician	8
180	186	7.25		Home/School Liaison	10
180	186	7.5		Job Coach	8
244	250	7.5		Jr. Programmer/Training Specialist	13
190	196	7.25		Library/Media Assistant	5
244	250	7.5		Media Services Specialist	8
244	250	7.5		Micro Computer Technician/Food Service	10
214	220	7.5		Migrant Records Specialist	8
180	186	7.25		Migrant Social Services Worker	11
180	186	7.25		Migrant Tutor Assistant	6
244	250	7.5		Outreach Specialist	8
190	196	8		Paraprofessional Pre-K Non CDA Certified	8
190	196	8		Paraprofessional Pre-K CDA Certified (Renamed)	9
180	186	7.25		Parent Education Worker	8
180	186	7.25		Parent Education Resource Worker (Title 1)	8
220	226	7.5		Parent Resource Trainer	8
244	250	7.5		Payroll Clerk, Lead	12
244	250	7.5		Payroll Clerk, Senior	10
244	250	7.5		Payroll Clerk	8
244	250	7.5		Personnel Records Clerk	6
244	250	7.5		Personnel Records Specialist	8
244	250	7.5		Personnel Records Technician	9
244	250	7.5		Print Shop Assistant	8
244	250	7.5		Property Records Specialist	10
244	250	7.5		Records Specialist District	8
244	250	7.5		Records Specialist E.S.E.	8
244	250	7.5		Records Specialist High School	8
180	186	7.25		School Computer Lab Assistant	6
244	250	7.5		Secretary II- Administrative	8
244	250	7.5		Secretary/Bookkeeper (Food Service & Maintenance)	10
244	250-196	7.5		Secretary - Senior	7
244	250-196	7.5		Secretary I	6
180	186	7.25		Self-care Aide, ESE	5
244	250	7.5		Switchboard Operator/Receptionist	5
180	186	7.5		Teacher Assistant	6
180	186	7.5		Teacher Assistant/ESOL (Bilingual)	7
244	250	8		Transportation Computerized Routing Specialist	6

214	220	8	Transportation Dispatcher	4 or 6
244	250	8	Transportation Operations Specialist	8
244	250	8	Transportation Vehicle Data Specialist	6
244	250	7.5	Word Processing Operator	7
244	250	7.5	Word Processing Operator (Lead)	9

SUPPORT PERSONNEL - BLUE COLLAR UNIT

Work Days	Paid Days	Hours Per Day	Job Title	Pay Grade
248	254	8	Air Conditioning/Refrigeration Mechanic	12
248	254	8	Appliance/LP Gas Technician	12
248	254	8	Audio Visual Technician	10
248	254	8	Automotive Service Worker	4
248	254	8	AV Telecommunications Spec & Electrical Technician	1
248	254	8	Building Automation Specialist	14
180	186	*	Bus Assistant	4
180	186	*	Bus Driver	9
248	254	8	Cabinet Maker	12
180	186	*	Cafeteria - Assistant Manager/Satellite	5
180	186	*	Cafeteria - Cook/Baker	4
180	186	*	Cafeteria - Cook	4
186	192	*	Cafeteria - Manager Trainee	5
180	186	*	Cafeteria Worker	3
248	254	8	Carpenter	11
248	254	8	Carpet Crew	5
248	254	8	Crew Chief	13
248	254	8	Computer Repairman	12
244	250	8	Custodian	3
244	250	8	Custodian - Head I	6
244	250	8	Custodian - Head II	8
244	250	8	Driver Trainer/Safety Officer	12
248	254	8	Electrician	12
248	254	8	Electronic Technician I	11
248	254	8	Electronic Technician II	12
248	254	8	Electronics Technician, Senior	14
248	254	8	Equipment, Appliance & Boiler Mechanic	12
180	186	8	Facilities and Grounds Attendant	3
248	254	8	Facilities Automation Technician	12
248	254	8	General Maintenance Worker	7
248	254	8	Groundskeeper Grandfathered	8B
248	254	8	Groundskeeper	7
248	254	8	Heavy Equipment Operator	11
248	254	8	Indoor I.A.Q./Mechanic	12
248	254	8	I.A.Q. Technician	6
248	254	8	Laborer	3
248	254	8	Lead Man Carpet Crew	7
248	254	8	Locksmith	11
248	254	8	Maintenance - Senior High	10
248	254	8	Mail Courier	7
248	254	8	Mason	10
248	254	8	Mechanic	12
248	254	8	Mechanic - Assistant	8
248	254	8	Mechanic - Foreman	13
248	254	8	Metal Fabricator	12
248	254	8	Painter	8
248	254	8	Painter Lead	10
248	254	8	Parts Specialist	8
248	254	8	Parts Expeditor	10
248	254	8	Pesticide Applicator	9
244	250	8	Plant Operator I	8
244	250	8	Plant Operator II	13
248	254	8	Plumber	11
244	250	8	Printer/Offset Press	10
244	250	8	Printer /Offset Press I	6
244	250	8	Property Records Technician	9
248	254	8	Refuse/Sanitation Truck Driver	8B
180	186	7.5	Security Monitor	6-7
180	180	*	Student Monitor	3
248	254	8	Tile Setter/Mason	11
248	254	8	Supervisor of Warehouse and Material & Equip. Safety	12
248	254	8	Warehouse Inventory Specialist	8

248	254	8	Warehouse Worker	8
248	254	8	Warehouse Foreman (Transportation)	13
248	254	8	Welder	10
248	254	8	Water/Waste Water Operator (Non-Certified)	9
248	254	8	Water/Waste Water Operator (Certified)	11

***Hours per day are undetermined.** Bus Drivers, Bus Assistants, cafeteria workers, bakers, cooks and student monitors hours may vary.

B. EXPLANATION

1. Each classification is named and a pay grade is allotted. There may be several classifications in the same pay grade when the classifications are comparable in skill, complexity, knowledge, and training.
2.
 - a. For new hires, a maximum of 10 years of outside experience related to the position may be granted in the pay grades when verified in writing.
 - b. For internal changes: Transfers, reassignments, and lateral moves: An employee changing positions under one of these circumstances as defined in Article 11, will carry all of the experience steps to the new position. In-house District experience is defined as employment as a temporary employee working in the same position for a period of time greater than six months.
 - c. Promotions: An employee being promoted as defined in Article 11 will carry all of their experience steps, salary schedule or up to 10 years of related experience. Experience may be from outside the district or in the bargaining unit. All documented related experience will be verified by the Human Resources office.
3. Following the probation period and for outstanding performance in a work position, the School Board may determine the position on the salary schedule at which the employee may be placed. When this provision is exercised, the Board will notify the Union prior to taking action.
4. The proposed wage schedules as outlined will include years of actual service plus any work experience granted upon initial employment.
5. Salary increases are retroactive to July 1 annually.
6. Generally, blue collar positions are 8 hours per day; white collar 7.5 hours per day. Twelve month positions may be posted and filled as 11 or 10 month positions, as necessitated by specific department or school need.

C. PAY SCHEDULE

A member shall be eligible for step 15 after completing 15 years of employment with the District. Future salary increases will be applied to step 11 and affect steps 0-11. Step 15 will be a minimum of 4% above the adjusted step 11.

1. Benefit coverage will become effective for an eligible employee on the first day of the calendar month following 30 days of employment provided the employee is actively at work on that and the employee attended a benefits enrollment meeting and completed and turned in necessary forms within 30 days of employment. Termination of all benefits shall be effective as of the last day of the final month of employment.
2. The Board agrees to pay any fees, expenses or costs that may be directly related to local, state or federal directives or legislation, or Board action, such as the requirements of commercial license, medical examinations, required special clothing and/or drug testing of employees, unless otherwise stated on the job posting.
3. For 12-month employees, vacation accrual as per School Board Rule 3.32 (note: the current provision is for employees with less than 5 years, 1 day per month; employees with 5 years but less than 10 years 1.25 days per month; employees with more than 10 years, 1.5 days per month. Maximum accrual of 500 hours.

D. TRAINING

1. Training for any CWA represented employee that is mandated by the District, or by law or any governmental agency, shall be provided by the District.
2. Such training shall be conducted, whenever possible, during regular work hours.
3. If an employee wishes to attend training not mandated as in #1 above, he or she may do so, provided attending the training does not conflict with the performance of their job.
4. The employee will not be compensated for voluntarily attending training unless that training is held during the employee's regular work hours and the employee has been released from his or her normal job duties to attend the training.
5. The employee shall be compensated for the training time at their regular hourly rate.

E. FRINGE BENEFITS

1. One (1) paid day of sick leave per month worked
2. Transfer of sick leave from another district or agency in Florida (in accordance with State Law)
3. Five (5) days of personal leave charged to sick leave
4. Professional Leave
5. Board paid leave until workers' compensation indemnity benefits begin for compensable illness or injury in the line of duty.
6. Contributions for retirement

7. \$489/month toward the cost of individual plan health insurance (optional dependent health insurance)
8. Group Life Insurance shall be provided to all employees contracted for 21 hours per week or more.
9. Payment of full salary for Jury Duty or Witness Duty
10. Six (6) paid legal holidays
11. Retirement incentive per article 19A.
12. Terminal Pay of 50% of accrued sick leave after 10, 11 & 12, years and 70% after 13 years or more.
13. Annuities Program (administrative cost)
14. Supplemental Cancer Insurance Program (administrative cost)
15. Dental Insurance Program (administrative cost)
16. Unemployment Insurance
17. Legal Liability Insurance as per chapter 768.28, F.S.
18. Payroll deductions for Union dues and Union activities
19. Payment of appropriate percentage on Social Security
20. Flex benefit plan
21. IRSC Tuition fee waiver, when offered by IRSC
22. Uniform rental program shall be provided and required for the following job classifications:
 - a. Warehouse
 - b. Grounds
 - c. Maintenance
 - d. Garage
 - e. Custodial
 - f. Cafeteria (See Article 21, Section 3)
 - g. Pesticide
 - h. Health Assistants (See Article 21, Section 5)
- ~~23. The Board agrees to pay any fees, expenses or costs that may be directly related to local, state or federal directives or legislation, or Board action, such as the requirements of commercial license, medical examinations, required special clothing and/or drug testing of employees, unless otherwise stated on the job posting.~~
- ~~24. For 12 month employees, vacation accrual as per School Board Rule 3.32 (note: the current provision is for employees with less than 5 years, 1 day per month; employees with 5 years but less than 10 years 1.25 days per month; employees with more than 10 years, 1.5 days per month. Maximum accrual of 500 hours.~~

ARTICLE 21

SPECIAL SUPPLEMENTS

Section 1 - Custodians

- A. Night custodians (2:30 pm - 11:00 pm) - \$28.62 month

Late night custodian (10:30 pm - 7:00 am) - \$35.77 month

- B. The hours of employment for custodian may overlap shifts. The custodian will be paid at the rate of the shift in which the majority of time is scheduled.

Section 2 - Shift Supplement

If an employee in a position normally worked during a regular shift is required to work an alternative shift, then a shift supplement equal to that specified in Article 21, Section 1(A) for night custodian, will be paid to workers. If a lead person or position head is required to work an alternative shift, that employee will be paid a shift supplement in Article 21, Section (A) for late night custodian. If a person is employed (hours appear on job posting) for a second or third shift, the employee will work at the scheduled rate of pay without a shift supplement.

Section 3 - Bus Drivers

- A. Field trips: Driving Time @ Regular Pay from compound to compound.
- B. Meals & per diem reimbursement According to School Board Rules
- C. Driver Trainer: Regular Bus Driver Pay Rate
- D. Regular bus drivers and bus assistants will be granted a minimum of three (3) hours of work per day when assigned a normal route, except summer school.
- E. In selecting drivers for field trips, a rotation procedure will be employed and seniority shall be among other factors used in making the selection. In accordance with Field Trip Procedures Addendum dated November 21, 2008.
 - 1. In selecting drivers for over-night field trips, a separate rotation procedure shall be used and seniority shall be one of the factors used in making the ranking for rotation. Overnight field trips are defined as trips that require lodging.
 - 2. The period of time used for the rotation procedure shall be:

August 1	-	October 31
November 1	-	January 31
February 1	-	April 30
May 1	-	July 31

During each of the above periods, a driver may refuse three (3) field trips before being removed from the rotation procedure until the next time period begins.

- F. Bus drivers will drive for educational field trips. Teachers and sponsors may drive their own students to extracurricular events and contests Monday through Friday. Teachers may drive their own students on field trips under extenuating circumstances Monday, Tuesday, Thursday, Friday and up to 3:00 p.m. on Wednesdays. Team coaches may drive for athletic trips Monday, Tuesday, Thursday, Friday up to 4:45 p.m. and up to 3:00 p.m. on Wednesdays. Bus drivers will drive all other athletic runs, including all weekend and holiday events.

Special Circumstances - If there should be a teacher, coach, or sponsor who has students to transport in an approved vehicle or vehicles, other than school bus, to a predetermined event, this will be acceptable regardless of times. If there is no teacher, coach, or sponsor available, a bus driver can drive for wages and supplements as determined under the contract.

- G. Regular bus drivers will receive a supplement of \$186.23 per year for performing manual and clerical duties associated with maintaining their buses and transporting students. Those bus drivers who drive a regular run during the summer school program will receive an additional \$40.78. Upon two written notices of failure to perform these clerical and manual duties, the supplement will be suspended for a period of 90 days, or until the end of the school year, whichever is shorter. A third violation will subject the driver to disciplinary action as specified in Article 8 of this contract.
- H. Bus drivers will be paid for unusual delays while driving their regular routes provided the time of the delay is verified and certified by a representative of the School Board.

Section 4- - Tool Supplement

- A. Regular bus mechanics, electronics technicians, and audio-visual technicians who own and use a full complement of tools (as determined by the School Board) in performing their assigned duties will receive a supplement of \$256.37 per year.

Section 5 - Cafeteria Personnel and Health Assistants

- A. Uniforms and shoes will be supplied for cafeteria personnel and Health Assistants as follows:
 - Three (3) sets per employee for the first year

Two (2) sets per employee every year thereafter

- B. ~~Uniforms to be returned upon termination~~ If specialized shoes are required, employees shall be reimbursed up to \$25.00 annually.

Section 6 - In Charge Supplement

- A. When an employee is assigned to do the work of a foreman, coordinator, head person, etc., for a period in excess of four (4) full consecutive work days, up to six (6) weeks, the employee shall receive an 'In Charge Supplement' equal to the difference between the employee's regular rate and the Step 1 rate of Pay Grade of the Classification being replaced, or 5% above the employee's regular rate, whichever is greater. If the assignment exceeds six (6) weeks, the cap will be 10% above the employee's regular rate, or the rate of pay of the position being replaced.
- B. This assignment shall not be moved between employees to avoid payment of the 'In Charge Supplement'.
- C. The intent of this provision is to address temporary vacancies of up to one (1) year in duration.

Section 7 - Co-Workers Assignment

- A. When an employee is assigned to do the work of a co-worker paid at a higher pay grade for a period in excess of four (4) full consecutive work day's, up to six (6) weeks, the employee shall be compensated at the higher pay grade, step one, or at an increase of 5% over their regular pay, whichever is higher. If the assignment exceeds six (6) weeks, the cap will be 10% above the employee's regular rate, or the rate of pay of the position being replaced.
- B. This assignment shall not be moved between employees to avoid payment of the increased compensation.
- C. The intent of this provision is to address temporary vacancies of up to one (1) year in duration.

Section 8 – No Child Left Behind (NCLB) Paraprofessional Supplement

An annual supplement of \$1,050 will be awarded to all paraprofessionals as defined in the NCLB legislation who meet any one of the following criteria:

1. Successfully completed 60 credit hours or more at a(n) accredited institution(s) of higher learning.

Effective July, 2007, those paraprofessionals and all other employees that are eligible for representation by the union that have been receiving the NCLB supplement and have previously submitted official college transcripts to Human Resources, will receive the following supplement instead of the NCLB:

1. AA/AS degree or successfully passed the "Para Pro" exam - \$1250
2. Bachelor degree - \$1700
3. Masters or Specialist - \$2200

Those paraprofessionals and all other employees that are eligible for representation by the union that have been receiving the NCLB supplement and have a degree but transcripts have not been submitted to Human Resources will need to provide documentation. The supplement for those individuals and anyone completing the AA/AS, Bachelor, Masters or Specialist degree before June 20, 2008, will become effective July 1, 2008.

All recipients who meet the college requirements are responsible for submitting official college transcripts to the Human Resources office. Verification of the successful completion of the Para-Pro exam will be submitted to Human Resources by the Staff Development office.

The effective date of the supplement is the date verified by Human Resources and is not retro-active.

Employees filling custodial positions in district locations where there is no head custodian will receive a \$1,200 supplement.

Paraprofessional Pre-K Certified teacher assistants who are in the classroom with no teacher will receive a \$1,000 supplement.

~~Section 9 – Performance Bonus~~

~~— The District shall allocate \$166,875 during the 2015-2016 school year to performance pay for CWA employees.~~

~~— A Performance Bonus shall be paid to CWA eligible individuals as follows:~~

- ~~1. CWA represented employees shall work 21 or more hours per week for the entire 2014-2015 school year to be eligible. Vacation leave or sick leave taken during 2014-2015 school year will count as time worked per week for the purpose of determining eligibility to receive a performance bonus.~~
- ~~2. The entire allocation shall be paid to employees such that "Effective" employees receive 75% of what "Highly Effective" employees receive.~~

- ~~3. Payment shall be implemented as a "bonus" within the last paycheck in November 2015 and shall be based on the evaluation results from the 2014-2015 school year.~~
- ~~4. With the exception of retirees, to be eligible for the performance bonus, the employee must be employed by the district on the date of distribution in November 2015.~~
- ~~5. Employees who have earned effective or highly effective evaluation status during a school year in which they retire on or before June 30, 2015, will receive their performance bonus on or before June 30 of their retirement year. Such payment shall be \$373.80 for highly effective employees and \$280.35 for effective employees. Payment for retirees shall be deducted from the \$166,875 total and the remainder shall be distributed as described in #3 above.~~
- ~~6. If an employee retires after June 30, 2015 and before the last pay period of November, the performance bonus will be paid with the employee's final pay distribution, using the computation method described in #2 above.~~

ARTICLE 22

EMPLOYMENT PROCEDURE

A. EMPLOYMENT STATUS

1. Probationary Period

All new professional support staff employees shall be placed on a ninety (90) work day probationary period. ~~If an employee's fingerprint record does not clear within the ninety (90) work day probationary period, the probationary period will continue. Benefits may be extended to the employee after ninety (90) work days of employment if the delay in clearance of fingerprints is due to no fault of the employee. Probation may be waived by the Superintendent for returning employees provided that the prior employment with the School District has been within the past five (5) years and the employee's last three (3) years of evaluations were satisfactory. This waiver provision shall not apply to temporary employment contracts.~~ At the conclusion of the probationary period the employee shall either be placed on annual employment status or terminated. During the probationary period, an employee may be terminated without cause.

If an employee transfers into a position in a non-related area or job function, the employee shall be subject to a ninety (90) work day probationary period.

If an employee is promoted within a related or non-related area or job function, the employee shall be subject to a ninety (90) work day probationary period.

2. Pre-Continuous Employment

The School Board shall employ all professional support staff personnel in accordance with Section 1012.40, Florida Statutes. All professional support staff employees shall be employed on an annual basis for a minimum of three (3) years. Any initial year of employment in which the employee works at least one (1) more day than half of their contract year will count as the first annual status year. At the conclusion of any fiscal year, an employee on annual status may be non-renewed. Notification of non-renewal shall be made in writing not later than May 1st.

As used herein, reference to "annual status" or similar descriptive language concerning the annual appointment, shall mean and shall be referenced to as Pre-Continuous Employment Status, the probationary status mentioned in Section 1012.40, F.S.

3. Continuous Employment Status

- a. The School Board shall provide continuous employment status as prescribed herein provided there is a position available at the worksite for the employee, and the employee;
 1. has completed three (3) years of satisfactory service in the District, during a period not in excess of four (4) successive years, such service being continuous except for leave duly authorized and granted; and
 2. has been recommended by the Superintendent for continuous employment and re-appointed by the School Board based on successful performance of duties and demonstration of professional competence.
 3. the period of service provided herein may be extended to a fourth (4)th year when prescribed by the supervisor or administrator and agreed to in writing by the employee at the time of reappointment.
- b. The continuous employment status shall be effective at the beginning of the fiscal year following the completion of all requirements therefore.
- c. Any employee who has previously held continuous employment status in the District and returns to the District may be placed on continuous employment status after completing one year of satisfactory service in the District and recommendation of their supervisor.

- d. The continuous service status shall be continued each year unless the Superintendent or designee, after receiving a recommendation from an Administrator, who after following Board adopted assessment to evaluation procedures, charges the employee with unsatisfactory performance and notifies the employee in writing of performance deficiencies which may result in termination of employment.

4. Return to Annual Status

Any member of the professional support staff who is under continuous employment status and transfers to a different position with substantially different job responsibilities shall be returned to annual status for a period of one year.

- a. At the conclusion of one year, if the employee's performance is deemed satisfactory by the administrator or supervisor, the employee shall be granted continuous employment status.
- b. An employee, who returns to a previously held position, may retain the employment status previously held with a satisfactory evaluation and recommendation of the supervisor, at the previous level.

B. SEPARATION OF PROFESSIONAL SUPPORT STAFF

1. Resignation

- a. Resignation of employees shall require at least two (2) weeks written notice in advance of the date of separation. Unused vacation days and personal days charged to sick leave may be used toward all or part of this requirement. This requirement may be waived with approval by the Human Resources Department.
- b. All leave forms, termination forms, ~~insurance card, prescription drug card,~~ uniforms (if purchased by the Board), keys, technology or any other ~~items-property~~ issued by the District, ~~along with other required work~~ must be returned on or before the last day of work, on file in the Human Resources office before the final pay check can be released. Failure to return district property may result in the District pursuing legal/collection remedies. ~~give proper notice may delay the release of the final check one pay period.~~
- c. An exit interview shall take place prior to or at the time of receiving the last check. Termination of all benefits shall be effective as of the last official day of employment.

C. DISCIPLINE AND TERMINATION

1. Unsatisfactory Evaluation of an Employee with Continuous Employment Status.

- a. On receiving notice of an unsatisfactory evaluation, the employee, upon request, shall be accorded an opportunity to meet with the Superintendent or his designee, and a union representative, for an informal review of the determination of unsatisfactory performance.
- b. An employee notified of unsatisfactory evaluation may request in writing an opportunity to be considered for a transfer to another appropriate position, if a vacancy exists, with a different supervisor for subsequent employment.
- c. During the remainder of the fiscal year, the employee shall be provided assistance and/or in-service training opportunities to help correct the noted performance deficiencies. The employee shall also be evaluated periodically and be kept apprised of progress achieved.

If the annual evaluation shows an employee not performing in an acceptable manner, the employee's Supervisor shall make at least one specific written suggestion as to how the performance of the employee may be improved, which the employee may share with the Union. A conference will be held within sixty (60) days following the identification of the deficiency to discuss performance as it related to the deficiency.

- d. Not later than May of the fiscal year, the Superintendent or designee, after receiving and reviewing the recommendation, shall notify the employee, in writing, whether the performance deficiencies have been corrected. If the performance deficiencies have not been corrected, the Superintendent will issue a notification of termination of employment, with just cause.

2. Discipline and Termination Professional Support Staff on Annual or Continuous Employment Status.

Suspension and dismissal of professional support staff personnel shall be conducted in accordance with the procedures contained below except that the Superintendent may suspend members of the professional support staff in an emergency.

- a. With School Board approval, an employee may be suspended without pay, discharged and/or returned to annual status, for reasons including but not limited to the following:

1. Violation of a policy of the School Board Rules and Regulations of Indian River County, Florida.
2. Gross insubordination; refusal to follow a proper directive, order or assignment from a supervisor.
3. Immorality.
4. Misconduct in office.
5. Incompetence.
6. Willful neglect of duty.
7. Use of, or under the influence of, drugs and/or alcohol.
8. Conviction of any crime involving moral turpitude.
9. Endangering the health, safety or welfare of any student or employee of the District.
10. The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction.
11. Improper use of leave.

3. Absence after leave expires

Professional support staff employees, who are not eligible for extended leave may, after ten (10) days of absence from their position and after sick leave expires, be recommended for dismissal.

ARTICLE 23

NON-DISCRIMINATION

Neither the School District nor the Union ~~shall~~ will tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait, pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes) or any other legally prohibited basis. ~~discriminate against any employee because of such employee's race, color, religion, sex, sexual orientation, national origin, age, disability or veteran status.~~

WEINGARTEN RULES

UNDER THE SUPREME COURT'S WEINGARTEN DECISION, WHEN AN INVESTIGATORY INTERVIEW OCCURS, THE FOLLOWING APPLY:

Rule 1: The employee must make a clear request for union representation before or during the interview. The employee cannot be disciplined in any way for making this request.

Rule 2: After the employee makes the request, the employer must choose from among the following options.

The employer must either:

- A. Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or
- B. Deny the request and end the interview immediately; or
- C. Give the employee a choice of:
 - 1. Having the interview without representation or
 - 2. Ending the interview.

Rule 3: If the employer denies the request for union representation, and continues to ask questions, it commits unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

School District of Indian River County
Written Reprimand Verification Form

Please Print

Date: _____ / _____ / _____

This is to acknowledge that I have received a written reprimand on this date.

Employee's Name (print)

Employee's Identification Number

Employee's Signature

Supervisor's Signature

Nature of Reprimand: _____

Employee's Comments: (used additional space (Please Check One)

Yes ___ No ___

Supervisor's Comments: (used additional space (Please Check One)

Yes ___ No ___

Note:

Signature does not imply agreement with the reprimand.

Refusal to sign this form will result in a meeting with your supervisor, personnel and yourself (at which, you are entitled to representation, if requested), and may result in further disciplinary action.

**School District of Indian River County
Verbal Reprimand Verification Form**

Please Print

Date: _____ / _____ / _____

This is to acknowledge that I have received a verbal reprimand on this date.

Employee's Name (print)

Employee's Identification Number

Employee's Signature

Supervisor's Signature

Employee's Comments: (used additional space yes/no)

Supervisor's Comments: (used additional space yes/no)

Note:

Signature does not imply agreement with the reprimand.

Refusal to sign this form will result in a meeting with your supervisor, personnel and yourself (*at which, you are entitled to representation, if requested*), and may result in further disciplinary action.

Professional Support Staff 20176 – 20187 Salary Schedule Hourly Rates

		PAY GRADE					
Years Experience	Step	3	4	5	6	7	8
0	4	\$ 10.83	\$ 11.34	\$ 11.55	\$ 12.13	\$ 12.64	\$ 13.26
1	5	\$ 11.26	\$ 11.80	\$ 12.05	\$ 12.64	\$ 13.17	\$ 13.83
2	6	\$ 11.68	\$ 12.27	\$ 12.53	\$ 13.14	\$ 13.67	\$ 14.36
3	7	\$ 12.15	\$ 12.76	\$ 13.02	\$ 13.66	\$ 14.20	\$ 14.93
4	8	\$ 12.61	\$ 13.25	\$ 13.52	\$ 14.18	\$ 14.75	\$ 15.50
5	9	\$ 13.08	\$ 13.76	\$ 14.05	\$ 14.73	\$ 15.34	\$ 16.11
6	10	\$ 13.60	\$ 14.30	\$ 14.58	\$ 15.30	\$ 15.92	\$ 16.73
7	11	\$ 14.12	\$ 14.83	\$ 15.15	\$ 15.89	\$ 16.55	\$ 17.39
8	12	\$ 14.12	\$ 14.83	\$ 15.15	\$ 15.89	\$ 16.55	\$ 17.39
9	13	\$ 14.12	\$ 14.83	\$ 15.15	\$ 15.89	\$ 16.55	\$ 17.39
10	14	\$ 14.12	\$ 14.83	\$ 15.15	\$ 15.89	\$ 16.55	\$ 17.39
11+	15	\$ 14.66	\$ 15.43	\$ 15.73	\$ 16.51	\$ 17.19	\$ 18.06

		PAYGRADE					
Years Experience	Step	9	10	11	12	13	14
0	4	\$ 13.89	\$ 14.59	\$ 15.31	\$ 16.05	\$ 17.80	\$ 19.53
1	5	\$ 14.48	\$ 15.21	\$ 15.92	\$ 16.70	\$ 18.58	\$ 20.34
2	6	\$ 15.04	\$ 15.80	\$ 16.56	\$ 17.35	\$ 19.35	\$ 21.23
3	7	\$ 15.65	\$ 16.41	\$ 17.20	\$ 18.04	\$ 20.11	\$ 22.08
4	8	\$ 16.27	\$ 17.05	\$ 17.87	\$ 18.73	\$ 20.90	\$ 22.94
5	9	\$ 16.90	\$ 17.72	\$ 18.57	\$ 19.47	\$ 21.72	\$ 23.86
6	10	\$ 17.56	\$ 18.42	\$ 19.29	\$ 20.24	\$ 22.56	\$ 24.80
7	11	\$ 18.25	\$ 19.14	\$ 20.05	\$ 21.04	\$ 23.45	\$ 25.76
8	12	\$ 18.25	\$ 19.14	\$ 20.05	\$ 21.04	\$ 23.45	\$ 25.76
9	13	\$ 18.25	\$ 19.14	\$ 20.05	\$ 21.04	\$ 23.45	\$ 25.76
10	14	\$ 18.25	\$ 19.14	\$ 20.05	\$ 21.04	\$ 23.45	\$ 25.76
11+	15	\$ 18.96	\$ 19.88	\$ 20.84	\$ 21.84	\$ 24.36	\$ 26.78

		PAY GRADE					
<u>Years Experience</u>	<u>Step</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>0</u>	<u>4</u>	\$ <u>11.14</u>	\$ <u>11.65</u>	\$ <u>11.86</u>	\$ <u>12.44</u>	\$ <u>12.95</u>	\$ <u>13.57</u>
<u>1</u>	<u>5</u>	\$ <u>11.57</u>	\$ <u>12.11</u>	\$ <u>12.36</u>	\$ <u>12.95</u>	\$ <u>13.48</u>	\$ <u>14.14</u>
<u>2</u>	<u>6</u>	\$ <u>11.99</u>	\$ <u>12.58</u>	\$ <u>12.84</u>	\$ <u>13.45</u>	\$ <u>13.98</u>	\$ <u>14.36</u>
<u>3</u>	<u>7</u>	\$ <u>12.46</u>	\$ <u>13.07</u>	\$ <u>13.33</u>	\$ <u>13.97</u>	\$ <u>14.51</u>	\$ <u>14.93</u>
<u>4</u>	<u>8</u>	\$ <u>12.92</u>	\$ <u>13.56</u>	\$ <u>13.83</u>	\$ <u>14.49</u>	\$ <u>15.06</u>	\$ <u>15.50</u>
<u>5</u>	<u>9</u>	\$ <u>13.39</u>	\$ <u>14.07</u>	\$ <u>14.36</u>	\$ <u>15.04</u>	\$ <u>15.65</u>	\$ <u>16.11</u>
<u>6</u>	<u>10</u>	\$ <u>13.91</u>	\$ <u>14.61</u>	\$ <u>14.89</u>	\$ <u>15.61</u>	\$ <u>16.23</u>	\$ <u>16.73</u>
<u>7</u>	<u>11</u>	\$ <u>14.43</u>	\$ <u>15.14</u>	\$ <u>15.46</u>	\$ <u>16.20</u>	\$ <u>16.86</u>	\$ <u>17.39</u>
<u>8</u>	<u>12</u>	\$ <u>14.43</u>	\$ <u>15.14</u>	\$ <u>15.46</u>	\$ <u>16.20</u>	\$ <u>16.86</u>	\$ <u>17.39</u>
<u>9</u>	<u>13</u>	\$ <u>14.43</u>	\$ <u>15.14</u>	\$ <u>15.46</u>	\$ <u>16.20</u>	\$ <u>16.86</u>	\$ <u>17.39</u>
<u>10</u>	<u>14</u>	\$ <u>14.43</u>	\$ <u>15.14</u>	\$ <u>15.46</u>	\$ <u>16.20</u>	\$ <u>16.86</u>	\$ <u>17.39</u>
<u>11+</u>	<u>15</u>	\$ <u>14.97</u>	\$ <u>15.74</u>	\$ <u>16.04</u>	\$ <u>16.82</u>	\$ <u>17.50</u>	\$ <u>18.06</u>

		PAY GRADE					
<u>Years Experience</u>	<u>Step</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
<u>0</u>	<u>4</u>	\$ <u>14.20</u>	\$ <u>14.90</u>	\$ <u>15.62</u>	\$ <u>16.36</u>	\$ <u>18.11</u>	\$ <u>19.84</u>
<u>1</u>	<u>5</u>	\$ <u>14.79</u>	\$ <u>15.52</u>	\$ <u>16.23</u>	\$ <u>17.01</u>	\$ <u>18.89</u>	\$ <u>20.65</u>
<u>2</u>	<u>6</u>	\$ <u>15.35</u>	\$ <u>16.11</u>	\$ <u>16.87</u>	\$ <u>17.66</u>	\$ <u>19.66</u>	\$ <u>21.54</u>
<u>3</u>	<u>7</u>	\$ <u>15.96</u>	\$ <u>16.72</u>	\$ <u>17.51</u>	\$ <u>18.35</u>	\$ <u>20.42</u>	\$ <u>22.39</u>
<u>4</u>	<u>8</u>	\$ <u>16.58</u>	\$ <u>17.36</u>	\$ <u>18.18</u>	\$ <u>19.04</u>	\$ <u>21.21</u>	\$ <u>23.25</u>
<u>5</u>	<u>9</u>	\$ <u>17.21</u>	\$ <u>18.03</u>	\$ <u>18.88</u>	\$ <u>19.78</u>	\$ <u>22.03</u>	\$ <u>24.17</u>
<u>6</u>	<u>10</u>	\$ <u>17.87</u>	\$ <u>18.73</u>	\$ <u>19.60</u>	\$ <u>20.55</u>	\$ <u>22.87</u>	\$ <u>25.11</u>
<u>7</u>	<u>11</u>	\$ <u>18.56</u>	\$ <u>19.45</u>	\$ <u>20.36</u>	\$ <u>21.35</u>	\$ <u>23.76</u>	\$ <u>26.07</u>
<u>8</u>	<u>12</u>	\$ <u>18.56</u>	\$ <u>19.45</u>	\$ <u>20.36</u>	\$ <u>21.35</u>	\$ <u>23.76</u>	\$ <u>26.07</u>
<u>9</u>	<u>13</u>	\$ <u>18.56</u>	\$ <u>19.45</u>	\$ <u>20.36</u>	\$ <u>21.35</u>	\$ <u>23.76</u>	\$ <u>26.07</u>
<u>10</u>	<u>14</u>	\$ <u>18.56</u>	\$ <u>19.45</u>	\$ <u>20.36</u>	\$ <u>21.35</u>	\$ <u>23.76</u>	\$ <u>26.07</u>
<u>11+</u>	<u>15</u>	\$ <u>19.27</u>	\$ <u>20.19</u>	\$ <u>21.15</u>	\$ <u>22.15</u>	\$ <u>24.67</u>	\$ <u>27.09</u>

Indian River County School District Field Trip Procedures

OFFICE PROCEDURES

1. Field Trip requisition forms arrive at Transportation via email on the Field Trip Tracking Software. All Field Trip requisition forms arrive posted with the date and time that the requisition was submitted and a Field Trip number is automatically assigned by the Automated Field Trip System.
2. All Field Trip requisitions must be filed no later than ten (10) work days prior to the field trip date. The Automated Field Trip requisition form contains a built in date line that prevents the request being submitted less than ten (10) days prior to the requested field trip date.
3. For a given month, all trips that have been requested thus far will be designated to drivers prior to the start of that month, but not prior to the 25th.
4. Any requisition for a Field Trip that does not meet the ten (10) day deadline must be brought to the attention of the Director of Transportation.
5. If the Data Entry Clerk (senior) accepts a Field Trip requisition, he/she posts the Field Trip on the automated system as "PENDING". A message is then sent to the requestor of the Field Trip that the Field Trip has been received. This acknowledgement of receipt is also posted with the current date and time.
6. The Data Entry Clerk (senior) will then separate all incoming Field Trip requisitions by date, time and number and he/she will record the Field Trip in the Field Trip book (black book). The field trip number is automatically assigned by the Automated Field Trip System. All trips will be recorded no later than two (2) weeks prior to the trip.
7. Each Field Trip will be assigned to drivers, in seniority order rotation (highest to lowest), first by the submission date, second by the time and third by trip number; including those Field Trips received after the initial monthly assignment.
8. Field Trips received or not assigned within two (2) days of the date of the trip, will be assigned to drivers from the Emergency Field Trip list and noted as Emergency.
9. Field Trips not assigned within two (2) hours of the trip, will be assigned to the first available driver and noted on the trip as Emergency, and display the date and time. These Field Trips will also be initialed and/or signed by the individual making the assignment and the Director of Transportation.
10. After each Field Trip is assigned, the Data Entry Clerk (senior) will print the Driver Accept/Refuse form for each trip. These dated forms will be placed in the driver's mailbox. The Driver Accept/Refuse form must be returned to the Data Entry Clerk (senior) within 48 hours for South County drivers and 56 hours for North County drivers. If the driver refuses a Field Trip, the trip will

- then be assigned to the next driver in the Driver Rotation Database. All refused trips will be noted.
11. The Data Entry Clerk (senior) will write the names of the drivers assigned to Field Trips for the week in the Field Trip Book (black book). Beside each driver's name, the Data Entry Clerk (senior) will mark which sections of the driver's run(s) will need to be covered by a substitute driver. The Data Entry Clerk (senior) will bring these assignments to the attention of the Operations Specialist at the beginning of each work week.
 12. Assigned Field Trips for each day will be placed in the corresponding boxes in the office. The day after each Field Trip has been taken; the Data Entry Clerk (senior) will remove the Field Trips for that day from the boxes in the lobby and place them in the mailbox of Finance, where the trips will then be billed for by the Finance/Payroll personnel.
 13. A report of Field Trips submitted (including school/sponsor, driver assigned and date) will be turned in to the Director of Transportation on a weekly basis by the Data Entry Clerk (senior).

ADDITIONAL PROCEDURES

1. The amount of time allotted for a Field Trip is determined by the requisition form provided by the school.
 - a. Field Trips, four (4) hours or more, will be driven by Regular Drivers. These four (4) hours will not include pre-trip, travel time or clean-up time.
 - b. School-day Field Trips for less than four (4) hours, that interfere with a regular drivers route, will be driven by substitute drivers.
 - c. If a driver assigned to a Field Trip, turns in a trip refusal within 48 hours of the trip, the Emergency Roster will be used to reassign the trip.
2. Fit-Ins are trips that are between a driver's regular AM and PM route.
 - a. There will be a North County (Fellsmere, Liberty Magnet, Treasure Coast, Pelican Island, Sebastian Elementary, Sebastian River Middle and Sebastian River High School) section.
 - b. There will be a South County (all other schools) section. Regular drivers will be rotated for Fit-Ins among this group of drivers.
 - These assignments will be given by seniority from the Volunteer Roster List.
 - If a Regular driver calls in on the morning of a work day and has a Fit-In assigned for that day, the Fit-In responsibility will come from the Driver Fit-In roster.
3. The following time limit is in place for a driver, or assistant to accept or refuse any Field Trip:
 - a. The driver or assistant who received the Driver Accept/Refuse form will return the form in a timely manner for processing. If the form is not returned within 48 hours, the trip listed on the form will be assigned to the next driver in the Regular Driver's rotation database.
4. If a driver cannot do a Mid-day, Fit-In or Field Trip assigned to him/her, the driver is not permitted to give the trip to anyone else. The driver will notify the Data Entry Clerk (senior) by marking the Driver Accept/Refuse form as refused.
5. If a driver has a Field Trip on a certain day and the rotation comes back around to him/her for another trip on the same day, that trip would pass over that driver and go to the next driver on the rotation list. The driver that already had a Field Trip scheduled on the same day will have another trip assigned that does not have a conflicting date.
6. Drivers must be at work in order to receive Field Trips. Doctor's excuses for release from Field Trips/Fit-Ins must be delivered to Routing (within 48 hours).
7. Emergency Field Trips (Emergency Field Trips are defined as trips that have not been covered 48 hours prior to departure time) are rotated through the Emergency Trip roster. If a driver refuses an Emergency Field Trip or cannot be reached, the trip will rotate until it is filled. No Field Trip will be offered as a replacement for an Emergency Field Trip.

8. Tandem Field Trips Out of County – (Drop and Return) – a driver will drop passengers at a destination on one date and the same driver returns to the same destination to pick up the passengers at a later date. The driver will be paid for actual driving time only.
9. Overnight Field Trips – the driver will receive pay from the start of the trip until they arrive at the overnight facility. If the sponsor requests the driver to go somewhere in addition in the evening, the driver's time starts when the students are picked up and ends when they are returned to the overnight facility. (also in addendum dated 10/24/2002) The driver will be paid for eight (8) hours, at regular pay, for each day of the overnight trip that he/she is not required to drive.
10. There are no in-county tandem trips.

DRIVER RESPONSIBILITIES

1. Driver's will be required to initial on the sign-up sheet if they wish to be considered for Regular Field Trips, Fit-Ins, Overnight Trips or Emergency Trips (An Emergency Field Trip is defined as a trip that has not been covered 48 hours prior to departure time.)
 - a. Regular Field Trips, Overnight Field Trips, Fit-Ins and Emergency Field Trips will be assigned by Seniority Rotation List.
 - b. Fit-Ins will be assigned by North County and South County.
2. After the sign-up lists are verified, the driver's name will be placed on a Driver's Rotation List database on the Field Trip Tracker automated software.
3. When presented with a Field Trip assignment, a Driver Accept/Refuse form will accompany the Field Trip requisition form. The Accept/Refuse form must be completed by the driver and returned to the Data Entry Clerk (senior) within 48 hours for South County driver and 56 hours for North County drivers. (Please see attached form Accept/Refuse form).
4. Field Trips, refused by a driver, will be re-assigned to the next driver in rotation by the Data Entry Clerk (senior).
5. A Field Trip accepted by a driver and then refused will be assigned through the Emergency roster if the departure time of the Field Trip is less than 48 hours from when the refusal is submitted. The driver who accepted, then refused the Field Trip will be notified, in writing, of the Emergency situation his/her actions have caused. Disciplinary action may be one of the consequences of this act.
6. Drivers are responsible for securing the keys, confirming that the bus is clean and fueled for any Field Trip that he/she is taking. Keys should be secured on Friday afternoon, before leaving work, for any Field Trip that will be driven on the weekend.
7. Substitute bus drivers are allowed to drive Field Trips that are less than four (4) hours that conflict with regular driver's route time.
8. All Field Trips of four (4) hours or more will be assigned to regular drivers. All weekend and holiday trips will also be assigned to regular drivers.

Indian River County School District
Field Trip Procedures (in case of errors)

Revised February 2014

The following Field Trip procedures for errors or corrections have been in place, we always operated from the following guidelines.

Office Procedures

1. If any driver feels that there has been a mistake made on the Field Trip rotation list, or there is a question, it needs to be addressed to the Data Entry Clerk (senior) as soon as possible.
2. The Data Entry Clerk (senior) will bring the mistake/question to the attention of the Field Trip Committee. The Field Trip Committee will review the Field Trip book (black book) and report its findings to the Director of Transportation. The Field Trip Committee is comprised of the two (2) most senior drivers from North County who are willing to participate, two (2) most senior drivers from South County who are willing to participate, CWA Union Representative, and a person from the transportation office staff.
3. If the error or mistake has been made, a replacement trip with equal or greater value is given to that driver.

School District of Indian River County Transportation
Mid-Day Procedures

1. Mid-Days are assigned by seniority to regular drivers.
 - a. Drivers that have mid-days 5 days a week will not be placed on the roster for fit-ins.
 - b. Drivers that have mid-days four (4) days a week or less will be placed on the roster for fit-ins.
 - c. Drivers will let Data Entry Clerk (senior) know which days they are available to do fit-ins.

Jorge Rodriguez Date
CWA International Representative

Dr. Fran Adams Date
Superintendent

Harry Davis Date
President Local 3180 CWA

Mr. William Fritz Date
Assistant Superintendent of Human Resources
And Risk Management

**2016-2017 School District of Indian River County and
Communications Workers of America Local 3180 Bargaining**

Tentative Agreement

TERMS OF AGREEMENT

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered or modified only through the voluntary consent of the parties in written and signed amendment to this agreement.
- B. The effective date shall be from ratification of both parties and shall continue in full force and effect until June 30, 2018.
- C. Nothing in this agreement will prevent the parties from mutually agreeing to bring any matter or article to the collective bargaining process at any time during the year.
- D. Either party may notify the other of the desire to open negotiations prior to May 1, 2018. If such notice is given, negotiations shall be initiated by May 15, 2018.

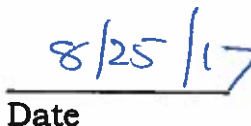



Bruce Green
Chief Negotiator


Date

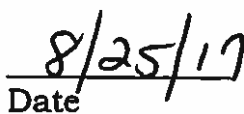


Paul Bouchard
CWA International Representative


Date



Mike Murray
President, CWA Local 3180


Date

**2016-2017 School District of Indian River County and
Communications Workers of America Local 3180 Bargaining**

Tentative Agreement

WAGES

The district proposes an overall salary increase of 2% based on the CWA average hourly rate, equivalent to increasing each salary cell by \$0.31. This salary increase will be applied prospectively upon the date of mutual ratification of both parties.

Additionally, all CWA employees in an active employment status as of the date of ratification will receive a \$200.00, one-time, non-recurring payment no later than November 30, 2017.



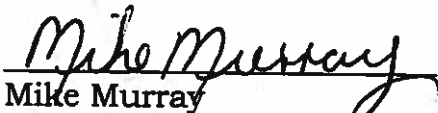
Bruce Green
Chief Negotiator

8/25/17
Date



Paul Bouchard
CWA International Representative

8/25/17
Date



Mike Murray
President, CWA Local 3180

8/25/17
Date

		PAY GRADE							
Years Experience	Step	3	4	5	6	7	8		
0	4	\$-10.83	\$-11.34	\$-11.55	\$-12.13	\$-12.64	\$-13.26		
1	5	\$-11.26	\$-11.80	\$-12.05	\$-12.64	\$-13.17	\$-13.83		
2	6	\$-11.68	\$-12.27	\$-12.53	\$-13.14	\$-13.67	\$-14.36		
3	7	\$-12.15	\$-12.76	\$-13.02	\$-13.66	\$-14.20	\$-14.93		
4	8	\$-12.61	\$-13.25	\$-13.52	\$-14.18	\$-14.73	\$-15.50		
5	9	\$-13.08	\$-13.76	\$-14.03	\$-14.73	\$-15.24	\$-16.11		
6	10	\$-13.60	\$-14.30	\$-14.58	\$-15.30	\$-15.92	\$-16.73		
7	11	\$-14.12	\$-14.83	\$-15.15	\$-15.89	\$-16.55	\$-17.39		
8	12	\$-14.72	\$-15.44	\$-15.78	\$-16.55	\$-17.27	\$-18.15		
9	13	\$-15.32	\$-16.08	\$-16.44	\$-17.25	\$-18.18	\$-19.11		
10	14	\$-15.95	\$-16.75	\$-17.13	\$-17.95	\$-18.93	\$-19.91		
11+	15	\$-16.60	\$-17.43	\$-17.84	\$-18.71	\$-19.74	\$-20.81		

		PAYGRADE							
Years Experience	Step	9	10	11	12	13	14		
0	4	\$-12.89	\$-14.59	\$-15.31	\$-16.05	\$-17.80	\$-19.53		
1	5	\$-14.48	\$-15.21	\$-15.93	\$-16.70	\$-18.58	\$-20.34		
2	6	\$-15.04	\$-15.80	\$-16.56	\$-17.35	\$-19.35	\$-21.23		
3	7	\$-15.65	\$-16.41	\$-17.20	\$-18.04	\$-20.11	\$-22.08		
4	8	\$-16.33	\$-17.05	\$-17.87	\$-18.73	\$-20.90	\$-22.94		
5	9	\$-16.90	\$-17.72	\$-18.57	\$-19.47	\$-21.73	\$-23.86		
6	10	\$-17.56	\$-18.42	\$-19.29	\$-20.24	\$-22.56	\$-24.80		
7	11	\$-18.25	\$-19.14	\$-20.05	\$-21.04	\$-23.45	\$-25.76		
8	12	\$-18.95	\$-19.84	\$-20.75	\$-21.64	\$-24.45	\$-26.76		
9	13	\$-19.65	\$-20.54	\$-21.45	\$-22.45	\$-25.76	\$-27.76		
10	14	\$-20.35	\$-21.24	\$-22.15	\$-23.15	\$-26.76	\$-28.76		
11+	15	\$-21.05	\$-21.94	\$-22.84	\$-23.84	\$-27.76	\$-29.76		

PAY GRADE									
Years Experience	Step	3	4	5	6	7	8		
0	4	\$ 11.14	\$ 11.65	\$ 11.86	\$ 12.44	\$ 12.95	\$ 13.57		
1	5	\$ 11.57	\$ 12.11	\$ 12.36	\$ 12.95	\$ 13.48	\$ 14.14		
2	6	\$ 11.99	\$ 12.58	\$ 12.84	\$ 13.45	\$ 13.98	\$ 14.36		
3	7	\$ 12.46	\$ 13.07	\$ 13.33	\$ 13.97	\$ 14.51	\$ 14.93		
4	8	\$ 12.92	\$ 13.56	\$ 13.83	\$ 14.49	\$ 15.06	\$ 15.50		
5	9	\$ 13.39	\$ 14.07	\$ 14.36	\$ 15.04	\$ 15.65	\$ 16.11		
6	10	\$ 13.91	\$ 14.61	\$ 14.89	\$ 15.61	\$ 16.23	\$ 16.73		
7	11	\$ 14.43	\$ 15.14	\$ 15.46	\$ 16.20	\$ 16.86	\$ 17.39		
8	12	\$ 14.43	\$ 15.14	\$ 15.46	\$ 16.20	\$ 16.86	\$ 17.39		
9	13	\$ 14.43	\$ 15.14	\$ 15.46	\$ 16.20	\$ 16.86	\$ 17.39		
10	14	\$ 14.43	\$ 15.14	\$ 15.46	\$ 16.20	\$ 16.86	\$ 17.39		
11+	15	\$ 14.97	\$ 15.74	\$ 16.04	\$ 16.82	\$ 17.50	\$ 18.06		

PAYGRADE									
Years Experience	Step	9	10	11	12	13	14		
0	4	\$ 14.20	\$ 14.90	\$ 15.62	\$ 16.36	\$ 18.11	\$ 19.84		
1	5	\$ 14.79	\$ 15.52	\$ 16.23	\$ 17.01	\$ 18.89	\$ 20.65		
2	6	\$ 15.35	\$ 16.11	\$ 16.87	\$ 17.66	\$ 19.66	\$ 21.54		
3	7	\$ 15.90	\$ 16.72	\$ 17.51	\$ 18.35	\$ 20.42	\$ 22.39		
4	8	\$ 16.58	\$ 17.36	\$ 18.18	\$ 19.04	\$ 21.21	\$ 23.25		
5	9	\$ 17.21	\$ 18.03	\$ 18.88	\$ 19.78	\$ 22.03	\$ 24.17		
6	10	\$ 17.87	\$ 18.73	\$ 19.60	\$ 20.55	\$ 22.87	\$ 25.11		
7	11	\$ 18.56	\$ 19.45	\$ 20.36	\$ 21.35	\$ 23.76	\$ 26.07		
8	12	\$ 18.56	\$ 19.45	\$ 20.36	\$ 21.35	\$ 23.76	\$ 26.07		
9	13	\$ 18.56	\$ 19.45	\$ 20.36	\$ 21.35	\$ 23.76	\$ 26.07		
10	14	\$ 18.56	\$ 19.45	\$ 20.36	\$ 21.35	\$ 23.76	\$ 26.07		
11+	15	\$ 19.27	\$ 20.19	\$ 21.15	\$ 22.15	\$ 24.67	\$ 27.09		

Memorandum of Understanding
between
CWA, Local 3180 and School District of Indian River County
regarding
2016-17 Medical Insurance Premiums

WHEREAS, the School District of Indian River County is Self-Insured,

WHEREAS, the 2015-16 insurance premiums collected for all employees was insufficient to cover the cost of claims for same year,

WHEREAS, to balance the revenues and expenditures an increase in premiums in the amount of 32% has been determined as the needed amount to balance the fund,

WHEREAS, the School Board has made a \$6,900,000.00 commitment over three or four years to eliminate the deficit to the insurance fund and cover the "safe harbor" savings obligation to remain self-insured,

WHEREAS, this \$6,900,000.00 cost is not being requested of employees through their premiums,

WHEREAS, the School Board is also committing to an increase in the CWA Board contribution from \$489 to \$540 per employee per month, and waiving the repayment of lost premiums paybacks from the 2015-16 premium year, costing the District an additional \$588,730.00 for CWA employees.

WHEREAS, a delay in collection of premiums for CWA reduces the number of months in which the 2015-16 premiums may be collected, and

WHEREAS, a lower number of months to collect would result in higher premiums to collect the same revenue,

THEREFORE, the parties agree to implement the attached rates (Exhibit A), effective December 1, 2016, contingent on ratification or approval by both parties,

All applicable portions of the contract and rates shall be amended accordingly, including replacing the Board contribution in Article XX.D.7 with the rate of \$540,

CWA bargaining unit employees will be eligible, as a qualifying event, to amend tiers or plans of coverage within a ten (10) day period specified by the employer, and



MM
12/14/16

CWA bargaining unit employees may remove themselves or their dependents from coverage during that same qualifying event period in accordance with CFR, Title 26, Chapter I, Subchapter A, Part 1 Section 1.125-4(f)(2)(ii)

This MOU shall be in full force and effect as the status quo contract until such time as the parties negotiate and have ratified/approved replacement rates.

For the Union

Michael Messing

12/14/16

Date

For the District

VIFB TA

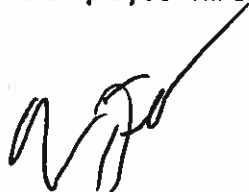
12/14/16

Date

Exhibit A - Contributions to Health Insurance Plans

Blue Options 5774	Total Per Pay
Board Contribution	\$270.00
Employee Only	\$12.00
Employee Spouse	\$208.50
Employee Child(ren)	\$199.00
Employee Family	\$266.00
Blue Options 5772	Total Per Pay
Board Contribution	\$270.00
Employee Only	\$56.50
Employee Spouse	\$278.50
Employee Child(ren)	\$267.50
Employee Family	\$344.00
Blue Options 5770	Total Per Pay
Board Contribution	<u>\$270.00</u>
Employee Only	\$106.00
Employee Spouse	\$360.50
Employee Child(ren)	\$347.50
Employee Family	\$435.50

By way of example only, for an employee who has enrolled their whole family (spouse and children) in the Blue Options 5772, the Board will contribute \$270.00 per pay period from the Board towards health insurance, and the employee will contribute \$344.00 per pay period toward health insurance.



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12/14/16

**2016-2017 CWA Local 3180 and School District of Indian River County
Full Contract Bargaining**


TENTATIVE AGREEMENT

ARTICLE 2

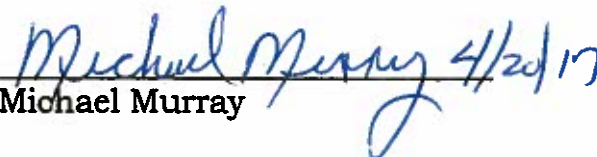
DEFINITIONS

- A. **School Board:** The School District of Indian River County is the recognized unit for the control, organization and administration of the public schools in this District and is identified as the public employer in this contract.
- B. **CWA/Union:** The Communications Workers of America is identified in this contract as the employees' organization with the exclusive right to represent the classification of employees listed in this contract.
- C. **Contract:** The document which delineates the hours, wages, terms, and conditions mutually agreed upon as the result of this collective bargaining.
- D. **Unit:** When the word unit or bargaining unit is used in this contract, it applies to all employees in job classifications as approved by the Public Employees Relations Commission.
- E. **Job Description:** The written document describing the duties and responsibilities of a specific job as recorded in the Human Resources office.
- F. **Indian River Schools:** All public schools now existing or established in the future which lie wholly within the legally established boundaries for the County of Indian River.
- G. **Certification:** Refers to the designation by PERC.
- H. **PERC:** Means the Public Employees Relations Commission as created by Section 447. F.S.
- I. **Exclusive Bargaining Agent:** The unit recognized by the public employer and certified by PERC as the unit designated or selected by a majority of public employees as their representatives for purposes of collective bargaining.

- J. **Superintendent:** The appointed official of the School District of Indian River County, Secretary and Executive Officer of the Board, who is responsible for the administration of the schools.
- K. **State Regulations:** The body of regulations adopted by the State Board of Education of the State of Florida to clarify and implement state statutes which relate to education.
- L. **Working Hours:** Those specified hours when employees are expected to be present and performing assigned duties. This includes relief periods but not lunch period.
- M. **Work Day:** The days, exclusive of holidays and vacation, that employees are expected to be present and performing assigned duties. (Article 5, Section A)
- N. **Emergency:** A sudden, urgent, usually unforeseen occurrence requiring immediate action.
- O. **Fiscal Year:** July 1 of one year through June 30 of the following year, or as established by Legislature.
- P. **Department:** The operational units within the division.
- Q. **Day(s):** Day(s) shall mean paid work days unless otherwise specified.
- R. **Authorized Union Representative:** An individual identified in writing by the Local President as a representative of the Union and eligible to conduct Union activities on released time.


 Paul Bouchard 4/20/17


 Dr. William Fritz 4/20/17


 Michael Murray 4/20/17

**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

Tentative Agreement

ARTICLE 3

PAYROLL DEDUCTIONS

- A. The School Board agrees to make payroll deductions of union dues and other fees when authorized to do so by the employee on an approved form, in an amount as certified to the Board by the Secretary/Treasurer of the Union, and to transmit to the National Secretary/Treasurer of the Union, 501 Third Street, NW., Washington, DC 20001-2797 an amount so deducted. Upon request, the Board will provide the Union with a list of the members of the bargaining unit including their employee ID number.



Dr. William Fritz 2/7/17
Date



Paul Bouchard 2/7/17
Date



Michael Nessing 2/7/17

**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

Tentative Agreement

ARTICLE 4

RESPONSIBLE UNION/COMPANY RELATIONSHIP

- H. In the interest of maintaining a productive and positive working relationship, the Union and District agree that a joint Labor/Management Committee be established. The Committee shall provide a venue for discussing matters of mutual concern to either party. Each party may also invite guests germane to the subjects to be discussed at the meeting. All joint Labor/Management meetings will be held during regular business hours of the District. Agenda items shall be shared with the other party at least twenty-four hours in advance of scheduled meetings.



Dr. William Fritz 2/7/17
Date



Paul Bouchard 2/7/17
Date



Michael Murray 2/7/17

3/1/17 5:00 PM

District Counter Proposal to Union
March 1, 2017 (U4)

COUNTER

Article IV.E.

When large numbers of new employees receive orientation are hired at one time, the Union will be contacted to address the newly hired employees during orientation literature regarding the Union and membership will be provided by the Human Resources staff to the employee. Such material will be furnished by the Union, at the Union's expense, and shall be limited to a single page of information or equivalent. Such materials shall be informational, and shall not promote distrust of management. The Union will be provided a monthly list of new employees and their work locations so that the Union may be able to do direct outreach.

PB

TA Paul B...
3/1/17

TA Michael Murray 3/1/17

TA WFD 3/1/17.

3/1/17 5:05 PM

Proposed 03/01/2017 by District M2

ARTICLE 7

NEGOTIATIONS PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, may be subject to professional negotiations between them from time to time during the period of the agreement upon mutual agreement by the Board and Union. The parties agree to cooperate in arranging meetings, furnishing necessary information, and otherwise considering and resolving any such matters.
- B. Upon request of either party, Representatives of the Board and the Union negotiating committees may meet ~~at least twice during the regular school year~~ at a time convenient to both parties for the purpose of reviewing the administration of this agreement and to examine problems which may arise out of the administration of this contract. These meetings are not intended to by-pass the negotiations or grievance procedures. Further, each party will submit to the other, at least ~~seventy-two~~forty-eight (48) hours prior to the meeting, an agenda covering what they wish to discuss.
- C. During the course of any negotiations described in this article, the parties mutually pledge that such negotiations shall be conducted in good faith.

Paul B...
3/1/17

[Signature]
3/1/17

Michel Murray 3/1/17

**2016-2017 CWA Local 3180 / School District of Indian River County
Bargaining**

TENTATIVE AGREEMENT

ARTICLE 8

GRIEVANCE/ARBITRATION PROCEDURES

- F. **REPRESENTATION:** All members of the bargaining unit shall have the right of Union representation at each level of the grievance procedure at the union's option. Starting at level one, no grievant may be required to discuss any grievance if the union representative is not present. Any individual employee or group of employees in the bargaining unit shall have the right at any time to present a grievance to the designated representatives of the Board and to have such grievance adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the Collective Bargaining Agreement and the Union has been given the opportunity to be present and make statements for such adjustments. Copies of the Board representative's decision given at any step of the grievance procedure shall be speedily delivered to the grievant and the union ~~if involved~~. A grievant shall not be represented by a representative of any other employee organization except the CWA.
- G. **INFORMAL DISCUSSION:** In the event that an individual employee or a Union representative believes there is a basis for grievance, the individual or the Union representative shall first discuss the alleged grievance with the immediate supervisor. This informal discussion must be requested and should be scheduled within seven (7) working days following knowledge of the act or condition which is the basis of the grievance.

LEVEL ONE: If as a result of the informal discussion with the immediate supervisor a grievance still exists, the grievant may invoke formal grievance procedures on a form signed by the grievant. A copy of the grievance form shall be delivered to the immediate supervisor within five (5) working days of the informal discussion. If the grievance involved more than one work site, it may be filed with the Superintendent or his/her designated grievance representative at level two. The immediate supervisor or designated representative shall have five (5) days after receipt of the grievance in which to hold a conference with the Union and the grievant and to give a written decision. ~~The grievant shall have the option of having a representative of the Union present provided the immediate supervisor is so advised when the follow up discussion is requested. The immediate supervisor has the option of having representation of his/her choice present during discussion.~~ When a level one discussion is held, two (2) copies of the response to the grievance shall be given in writing to the grievant and the union by the immediate

supervisor within five (5) days following the discussion. Upon mutual agreement of the parties, such delivery may be electronic.

LEVEL TWO: If the grievance is not settled to the union and the grievant's satisfaction or if a written decision is not submitted within the designated time limits at level one, the union and the grievant may move the grievance to level two by written notice to the Superintendent's designated representative within ten (10) days after the date of the response at level one. The designated representative shall have ten (10) days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision. Upon mutual agreement of the parties, such delivery may be electronic.

LEVEL THREE: If the grievance is not solved at level two to the union and the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of level two and before either party formally appeals the grievance to arbitration, the CWA National Representative and Superintendent (~~or Deputy Superintendent~~) will meet to review the grievance in an attempt to resolve the issue. Within ten (10) additional days, the union and the grievant may move the grievance to arbitration. If the two parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the party seeking arbitration shall file a request with the Federal Mediation and Conciliation to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the Federal Mediation and Conciliation. The arbitrator shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings or final submission. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasons, and conclusions on the issues submitted to arbitration. The decision of the arbitrator shall be submitted to the Board, grievant, and the Union and shall be final and binding upon the parties.


Paul Bouchard 4/20/17


Dr. William Fritz 4/20/17


Michael Murray 4/28/17

**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

Tentative Agreement

ARTICLE 8

GRIEVANCE/ARBITRATION PROCEDURES

Section 1 – Grievance Procedure

A. **PURPOSE:** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise involving the interpretation and/or application of the contract. The administration and intent of all provisions are subject to the Grievance and Arbitration procedure without limitation except as required by Florida Public Employee Law.

*uw
5/2/17*

B. **DEFINITIONS:**

1. **Grievance** - The term "Grievance" shall mean a written allegation by a grievant that a controversy, dispute, disagreement, or violation of any kind or character exists out of or in any way involving interpretation or application of the terms of this Agreement.
2. **Grievant** - The term "Grievant" shall mean the employee or group of employees filing a grievance. The Union may be the grievant.
3. **Immediate Supervisor** - The term "Immediate Supervisor" shall mean the principal of the school where the individual is assigned or an immediate supervisor when the individual is not assigned to a principal.
4. **Employer** - The term "Employer" shall mean the School Board or the Administration.
5. **Days** - The term "Days" shall mean working days.
6. **Party** - The term "Party" shall mean the Board and the Union except in the case where there is no Union backing, then it shall mean the Board and the Grievant.
7. **Bargaining Unit** - The term "Bargaining Unit" shall mean all employees of the Board who are members of the Communications Workers of America or eligible to be members of the Union.

MM 5/2/17

RS 5/2

- C. **TIME LIMITS**: Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum. Every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be extended by mutual written agreement between the Union and the Superintendent or designee.
- D. **END-OF-YEAR GRIEVANCE**: In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the Board's Fiscal Year, and if left unresolved until the beginning of the next year, could result in irreparable harm to the grievant or Union, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the Board's Fiscal Year or as soon thereafter as possible.
- E. **RELEASED TIME**: It shall be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of the grievant's work responsibilities.

Release time shall be granted only upon mutual consent of the aggrieved person, the immediate supervisor, and Superintendent or Superintendent Designee. Such released time shall be without loss of pay to the extent required for such participation. All persons involved will make every effort to handle promptly and in an expeditious manner grievances that are being processed.

- F. **REPRESENTATION**: All members of the bargaining unit shall have the right of Union representation at each level of the grievance procedure at the union's option. Starting at level one, no grievant may be required to discuss any grievance if the union representative is not present. Any individual employee or group of employees in the bargaining unit shall have the right at any time to present a grievance to the designated representatives of the Board and to have such grievance adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the Collective Bargaining Agreement and the Union has been given the opportunity to be present and make statements for such adjustments. Copies of the Board representative's decision given at any step of the grievance procedure shall be speedily delivered to the grievant and the union. A grievant shall not be represented by a representative of any other employee organization except the CWA.
- G. **INFORMAL DISCUSSION**: In the event that an individual employee or a Union representative believes there is a basis for grievance, the individual or the Union representative shall first discuss the alleged grievance with the immediate supervisor. This informal discussion must be requested and should be scheduled within seven (7) working

days following knowledge of the act or condition which is the basis of the grievance.

LEVEL ONE: If as a result of the informal discussion with the immediate supervisor a grievance still exists, the grievant may invoke formal grievance procedures on a form signed by the grievant. A copy of the grievance form shall be delivered to the immediate supervisor within five (5) working days of the informal discussion. If the grievance involves more than one work site, it may be filed with the Superintendent or his/her designated grievance representative at level two. The immediate supervisor or designated representative shall have five (5) days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision. The grievant shall have the option of having a representative of the Union present provided the immediate supervisor is so advised when the grievant requests the follow-up discussion ~~is requested~~. The immediate supervisor has the option of having representation of his/her choice present during discussion. When a level one discussion is held, ~~two (2)~~ copies of the response to the grievance shall be given in writing to the grievant and the union by the immediate supervisor within five (5) days following the discussion. Upon mutual agreement, such delivery may be electronic.

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5/2/17

LEVEL TWO: If the grievance is not settled to the union and the grievant's satisfaction or if a written decision is not submitted within the designated time limits at level one, the union and the grievant may move the grievance to level two by written notice to the Superintendent's designated representative within ten (10) days after the date of the response at level one. The designated representative shall have ten (10) days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision. Upon mutual agreement, such delivery may be electronic.

LEVEL THREE: If the grievance is not solved at level two to the union and the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of level two and before either party formally appeals the grievance to arbitration, the CWA National Representative and Superintendent ~~(or Deputy Superintendent)~~ will meet to review the grievance in an attempt to resolve the issue. Within ten (10) additional days, the union and the grievant may move the grievance to arbitration. If the two parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the party seeking arbitration shall file a request with the Federal Mediation and Conciliation to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the Federal Mediation and Conciliation. The arbitrator shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a decision not later than thirty (30) days from

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MM 3/2/17
PR 5/2

the date of the close of the hearings or final submission. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasons, and conclusions on the issues submitted to arbitration. The decision of the arbitrator shall be submitted to the Board, grievant, and the Union and shall be final and binding upon the parties.

H. POWERS OF THE ARBITRATOR: It shall be the function of the arbitrator, and the arbitrator shall be empowered, to make a final and binding decision on the grievance.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

2. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator and the arbitrator rules that the issue is not arbitrable, it shall be referred back to the parties without decision, comment, or recommendation on its merits.

WIC
5/2/17

I. COSTS: The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

J. NO REPRISALS: No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure. No document of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any member of the bargaining unit.

K. ACCESS TO INFORMATION: The Board and the Administration will cooperate with the Union in its investigation of any grievance and, further, will furnish the Union with such information as is requested.

MM 5/2/17

Section 2 - Expedited Arbitration

Any grievance of a disciplinary action including demotion, suspension or termination of employment, except those grievances that also involve one or more issues of contract interpretation will be submitted to expedited arbitration after the filing of a request for arbitration by the Union.

For expedited arbitration of grievances involving termination of employment, any decision by the arbitrator to award back pay or benefits shall be based on the time period from the effective date of the grievant's termination up to the date of the arbitrator's decision.

AB 5/2

A panel of three (3) arbitrators will be selected and agreed upon by the parties. Each arbitrator will serve until his or her services are terminated by written notice from either party to the other party. The arbitrator will be notified that his or her services are terminated by a joint letter from both parties. The arbitrator will conclude his or her services by deciding any grievances heard before the date of the joint letter notifying him or her of termination of services. A successor arbitrator will be selected and agreed upon by the parties.

Arbitrators will be assigned grievances in rotating order designated and agreed upon by the parties. If a grievance is postponed after an arbitrator has been assigned, the grievance will continue to be assigned to the same arbitrator. If a grievance is settled, cancelled or withdrawn after an arbitrator has been assigned but before the arbitrator decides the grievance, that arbitrator will be the next arbitrator in the rotational order to be assigned a grievance.

If an arbitrator is not available for a hearing within thirty (30) working days after receiving an assignment, the grievance will be passed to the next arbitrator in the rotational order. If no arbitrator can hear the case within thirty (30) working days, the case will be assigned to an arbitrator who can hear the case at the earliest date.

Procedure for Expedited Arbitration

The parties will notify the arbitrator by joint letter of the intent to proceed to expedited arbitration. The arbitrator and the parties will agree to a hearing date.

Before the hearing, the parties may submit to the arbitrator a joint stipulation of any facts that the parties agree are not in dispute.

The hearing will be informal, without formal rules of evidence. However, the arbitrator must be satisfied that the evidence submitted is relevant and of a type on which he or she can reasonably rely, that the hearing is in all respects a fair one, and that all facts reasonably obtainable and necessary for a fair decision are brought before the arbitrator.

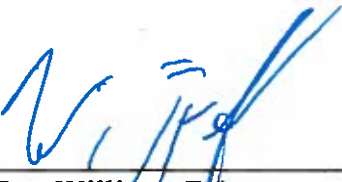
A transcript of the hearing is not required. However, either party, at the party's own expense, may order a court reporter to attend the hearing. If either party orders a transcript of the hearing, the other party may obtain a copy of the transcript of the hearing upon payment of half the cost of the transcript.

Upon completion of the arbitration hearing, the arbitrator will render a bench decision consistent with and pursuant to the Contract. The arbitrator may affirm, deny grievance or may modify the discipline.

The decision of the arbitrator will determine the grievance; however, it will only apply to the grievance being arbitrated and will not set practice or precedent.

The time limits above may be extended by written agreement of the parties or at the arbitrator's request.

The decision of the arbitrator will settle the grievance, and the School District, Union and grievant agree to abide by such decision. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the School District and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an expedited arbitration hearing will be borne by the party requesting such cancellation or postponement.



Dr. William Fritz 5/2/17
Date



Paul Bouchard 5/2/17
Date



Mike Murrery 5/2/17
Date

**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

Tentative Agreement


ARTICLE 9

LEAVE PROCEDURES

- E. CWA represented employees will be offered an option to “buy back” their sick leave earned during the previous fiscal year at 70% of the value of the leave. In order to qualify for this program, the employee must meet the following criteria.
1. Employees must have used 2 days or less of their sick/personal leave during the previous fiscal year. Days donated to sick leave pool or Compassionate Leave Program would not count toward the 2 day count.
 2. The employee must have completed a full contract year in the previous year. An exemption will be granted for a break in service due to reduction in force in the immediate preceding year.
 3. The employee must have an accrued sick leave balance of 30 days or greater.
 4. The employee must be actively employed by the District at the time of the distribution of the funds. Application for “buy back” of sick leave must be made on or before October 1, of the current fiscal year. Upon approval, sick leave buy back will be paid subsequent to October 1, but in no event later than December 31.
 5. The employee must complete an application to participate in the program.

PS

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2/7/17

If employees meet all these qualifications, they will receive payment for the requested, unused sick days based on the following formula: Number of sick hours accumulated within the district from the previous contract year, multiplied by the employee's hourly rate of pay, multiplied by 70%.

W. Fritz 2/7/17
Dr. William Fritz Date

Paul Bouchard 2/7/17
Paul Bouchard Date

Michael L. Murray 2/7/17

**2016-2017 CWA Local 3180 and School District of Indian River County
Full Contract Bargaining**

**Tentative Agreement
(Incorporates changes from 2/7/17 TA on Art. 9, E.)**

**ARTICLE 9
LEAVE PROCEDURES**

- A. When illness necessitates absence from work, the supervisor, or designee will be notified as soon as possible according to applicable School Board rules available to employees.
- B. Support staff substitutes are the responsibility of the school or department. The employee will not be responsible for providing substitutes for their absences.
- C. Employees will notify their immediate supervisor five (5) working days in advance for any vacation leave requested. Employees will notify their immediate supervisor five (5) working days in advance when possible, for any personal charged to sick leave requested. *Compensatory time will be scheduled under normal leave procedures, at employee's option, with supervisor's approval. (See Article 5 [A])
- D. CWA-represented employees must exhaust all accrued and unused paid leave before requesting approval for unpaid leave time.

In cases where paid leave time is exhausted, except for in emergencies, requests for unpaid leave time must be submitted to the supervisor at least fifteen (15) days in advance. In emergency situations, where the employee is unable to reasonably know of their need for unpaid leave, a leave request shall be submitted as soon as the emergency need for the leave is known; this leave may be approved or denied. Approval of such requests is at the discretion of the supervisor and Superintendent/designee.

If a CWA employee fails to request unpaid leave timely and is absent from work or if an employee's unpaid absence is not approved, such absence shall constitute just cause for disciplinary action up to or including termination.

This article is not applicable to FMLA leave.

TA [Signature]
MM 13/1/17
RS 3/1/17

| ED. All School Board rules relating to leaves for members of the Union or employees eligible for membership in the Union are considered a part of this contract. (See School Board Rules.)

| FE. For support employees not subject to a collective bargaining agreement, and if negotiated through collective bargaining for applicable employees, the Compassionate Leave Program is established as a mechanism for accepting from qualified employees the voluntary donation of time from annual accumulated sick leave. Compassionate Leave may be utilized by eligible employees who need extended time off due to a catastrophic, serious health condition or life-altering event of a member of the employee's immediate family, or for someone residing within the employee's household, for whom the employee is the primary caregiver.

Exclusions include but are not limited to, normal pregnancy, any injury covered by Worker's Compensation or mental/nervous conditions, chemical dependency, alcoholism or related conditions. The following criteria will govern the creation, maintenance and use of Companionate Leave Program.

1. Recipient must have been a regular employee of the district for at least one full year preceding the current fiscal year and must have used all available sick and vacation prior to receiving donated leave.
2. Donors are eligible to donate creditable time they have earned as long as the employee retains a minimum of 30 days of available leave after the donation is deducted.
3. The Leave will be donated to a specific employee at the time the donation takes place.
4. Donations will be on first received from donor, first transferred to recipient.
5. Recipient must complete an application for the Compassionate Leave Program which will contain:

- a. Employee name
- b. Employee Identification number
- c. Beginning and Ending dates of leave requested
- d. Last day of available paid leave
- e. Explanation regarding the circumstances surrounding the reason for leave
- f. Physician's Statement Form providing documentation of injury, illness or accident or other appropriate documentation for which leave is requested.

TA [Signature] 3/1/17

PR 3/1/17
MM 3/1/17

6. In no event shall any compassionate leave time approved under this policy exceed 60 days.

7. Any unused transferred sick leave hours will return to the authorizing employee on a last in, first out basis.

| GF. CWA represented employees will be offered an option to "buy back" their sick leave earned during the previous fiscal year at 70% of the value of the leave. In order to qualify for this program, the employee must meet the following criteria.

1. Employees must have used 2 days or less of their sick/personal leave in the previous fiscal year. Days donated to sick leave pool or Compassionate Leave Program would not count toward the 2 day count.
2. The employee must have completed a full contract year in previous year. An exemption will be granted for a break in service due to reduction in force in the immediate preceding year.
3. The employee must have an accrued leave balance of 30 days or greater.
4. The employee must be actively employed by the District at the time of the distribution of the funds. Application for "buy back" of sick leave must be made on or before October 1, of the current fiscal year. Upon approval, sick leave buy back will be paid subsequent to October 1, but in no event later than December 31.
5. The employee must complete an application to participate in the program.

If employees meet all these qualifications, they will receive payment for the requested, unused days based on the following formula: Number of sick hours accumulated within the district from the previous contract year, multiplied by the employee's hourly rate of pay, multiplied by 70%.

Paul Bouchard 3/1/17
Paul Bouchard

Dr. William Fritz 3/1/17
Dr. William Fritz

Michael Murray
Michael Murray

**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

Tentative Agreement

ARTICLE 12

MISCELLANEOUS

- F. . Benefit coverage will become effective for an eligible employee on the first day of the calendar month following 30 days of employment, provided the employee is actively at work on that date and the employee attended a benefits enrollment meeting and has enrolled
- G. Upon ratification of the proposed agreement by the Board and the Union, the Board agrees to furnish, at its expense, one copy of the agreement for each member of the bargaining unit. Any additional copies to be printed at the expense of the Union.

II. ~~Critical Shortage Position:~~

~~It is agreed that modifications related to the position title be implemented as follows:~~

~~Due to the critical shortage of position applicants it is recommended that temporary modifications be made:~~

~~1. Entry level step becomes step 4.~~

~~2. Requirements for high school or GED diploma be suspended.~~

~~3. Should critical shortage positions terminate for any reason; the affected employees advanced will retain their step and progress forward from that step.~~

~~4. Successfully complete the District's identified position training program.~~

~~6. All other provisions of the general agreement will apply.~~

W. Fritz
Dr. William Fritz

4/17/17
Date

Paul Bouchard
Paul Bouchard

4/17/17
Date

Mike Murray
Mike Murray

4/17/17
Date


**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

Tentative Agreement

ARTICLE 15

Evaluations

~~G. During the 2013-14 school year, an Evaluation Committee will be formed, comprised of employees chosen by CWA, and an equal number of individuals identified by SDIRC. This Committee is charged with reviewing the existing evaluation system and forms and providing any recommended changes to the evaluation system to the Bargaining Teams prior to May 30, 2014 for consideration and possible adoption.~~




Dr. William Fritz

11/15/16
Date



Paul Bouchard

11/15/16
Date


MICHAEL MURRAY

11/15/16

2016 CWA Local 3180 / School District of Indian River County

Full Contract Bargaining

District Counterproposal to District M6 – Article 11

March 15, 2017

ARTICLE 11

TRANSFERS/PROMOTIONS, VACANCIES, REASSIGNMENTS
& UPGRADES

A. TRANSFERS: (A lateral move within job classification or within department at the same pay grade)

1. The Union shall be notified in writing of all transfers prior to Board approval.
2. The Board and the Union acknowledge that the authority to make transfers rests with the Board upon the recommendations of the Superintendent. When transfers are made, they shall be made in what is considered to be in the best interest of the district program as determined by the immediate supervisor, superintendent, and Board, in determining who will receive the transfer, qualifications and seniority will be among factors considered.
3. Request for transfer ~~to an open position from the work unit when initiated by the employee in writing and stating the reason(s) shall be initiated using the online application system, filed in the Human Resources office with the knowledge of the immediate supervisor(s) of the unit(s) requested in the transfer.~~
4. Transfers between work units ~~during the fiscal year~~ will be made only where the efficient operation of the district program is of prime importance. Employees recommended by the Superintendent for transfers shall be given notice as soon as possible. All requests for transfers in this section shall be made by consultation between the Assistant Superintendent of the Human Resources office and the employee. However, nothing in this section shall prohibit the employee discussing a possible transfer with the immediate supervisor(s) of the work unit(s) in which an interest is shown. In instances where a requested transfer is not granted, the employee may request a conference with the Assistant Superintendent of the Human Resources office and the immediate supervisor where the interest is shown for the purpose of reviewing the decision.

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B. REASSIGNMENTS: (A move by an employee into a different position)

1. The union shall be notified in writing of all reassignments prior to Board approval.
2. The Board and the Union acknowledge that the authority to make reassignments rests with the Board upon recommendations of the Superintendent. When reassignments are made, they shall be made in what is considered to be in the best interest of the District programs as determined by the immediate supervisor, Superintendent, and Board. Qualifications and seniority ~~may~~ will be ~~among the primary~~ among the primary factors considered in making the decision.
3. Request for reassignment to an open position from a work unit when initiated by the employee in writing and stating the reason(s) shall be filed in the Human Resources office with the knowledge of the immediate supervisor(s) of the unit(s) requested in the transfer using the online application system.
4. Reassignments between work units during the fiscal year will be made only where the efficient operation of the District is of prime importance. Employees recommended by the Superintendent for reassignment shall be given notice as soon possible. All requests for reassignment in this section shall be made by consultation between the Assistant Superintendent of ~~the Human Resources office~~ and the employee. However, nothing in this section shall prohibit the employee discussing a possible reassignment with the immediate supervisor(s) of the work unit(s) in which an interest is shown. In instances where a requested reassignment is not granted, the employee may request a conference with the Assistant Superintendent of ~~the Human Resources office~~ for the purpose of reviewing the decision.

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C. PROMOTIONS: (A move into a position with a higher level of responsibility and at a higher rate of pay)

1. The Union shall be notified in writing of all promotions prior to Board approval.
2. The Board and the Union acknowledge that the authority to make promotions rests with the Board upon recommendations of the Superintendent. When promotions are made, they shall be made in what is considered to be in the best interest of the District program as determined by the immediate supervisor, Superintendent, and Board. In determining who will receive the promotion, qualifications

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and seniority will be ~~among the primary~~ factors considered in making the decision.

D. UPGRADES: (A current position with additional responsibilities. Justifying an increase in pay)

1. All requests for upgrades affecting MBU's will be considered in the collective bargaining process under Article 20.
2. The submitted requests will be justified with job descriptions and job qualifications as to the increase of duties and/or responsibilities.

E. VACANCIES: (Any Positions not filled)

1. Whenever a vacancy occurs in any position that is not filled by a transfer, reassignment, promotion or a new position is created within the District, it will be publicized on the District employment website ~~by the distribution notices~~. The notices shall be posted in ~~schools/sites, on the d~~ District website and on the Human Resources office bulletin board for five (5) working days. Requirements for the position will be included in the notice. All written applications and resumes will be screened. Only the qualified applicants will be interviewed. Applicants who are not interviewed will be notified by the District of that decision. Upon request, the hiring supervisor will meet with applicants to discuss stating the reason(s) why they were not selected. Qualifications will be determined by the District's approved job description manual.
2. A member of the executive board, or designee, of the Communications Workers of America (CWA) may, at its discretion be utilized to screen candidate's qualifications as it pertains to the posted vacancy notice.
3. The merits of the applicant will be judged by the interview committee as they relate to the applicant's ability to perform the responsibilities outlined for the position.
4. Records of vacancies ~~which occur after the close of the schools in June~~ can be obtained by visiting the District employment website or by viewing ~~contacting the Human Resources office bulletin board.~~ The District agrees to provide a ~~telephone service to list position vacancies~~ electronic website posting of; group health, EAP, and emergency information for employees. Also, specific duties, ~~number of hours per day, number of days per year, hourly rate and/or annual salary~~ will be on all job vacancy notices. At the Union's discretion, they may make position vacancies known to employees through other means, including posting on a Union office bulletin board or on the Union website.

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5. When filling vacancies the desire of employees will be considered.
6. This article is not intended to supersede the District's authority to make lateral reassignments and/or reduction in force reassignments in order to fill vacancies.
7. There may be instances where it is determined to be in the District's best interest not to fill a vacant position

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Wiffl

5/2/17

Dr. William Fritz

Date

Paul Bouchard

5/2/17

Paul Bouchard

Date

Michael Murray

5/2/17

Mike Murray

Date

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**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

Tentative Agreement

ARTICLE 12

MISCELLANEOUS

- A. Should any provision of this agreement be declared illegal by a court of competent jurisdiction, or be in conflict with state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the deleted provisions. Any permissive legislation or legal clarification by a court of competent jurisdiction may be subject to further negotiations during the life of this contract provided both parties agree.
- B. Any member of the bargaining unit who is involved in litigation as a result of ~~pursuit of his/her Board assigned responsibilities in the name of the Board~~ shall be provided legal counsel. Legal counsel ~~to will~~ advise the employee of his/her rights and obligations and render assistance in connection with handling the incident by law enforcement and judicial authorities.
- C. A complaint which is lodged by a parent, student, or other individual against an employee who is a member or eligible for membership in the Union will only be included in the employee's personnel file if the employee is provided with information about the complaint. The employee shall be given the opportunity to file his/her explanation with the complaint prior to any action.
- D. Any case of assault in the line of duty upon a member or an employee eligible for membership in the Union shall be reported to the immediate supervisor who shall report the incident to the Superintendent or designee. In the event the employee's rights have been violated, the Board will provide assistance with handling the case to the extent permitted by law.
- E. The Board agrees that a copy of current Rules and Regulations shall be available to members or employees eligible for membership in the Union ~~on the District website in each work site office.~~

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- F. ~~The Board shall establish a probationary period of 90 days. Benefit coverage will become effective for an eligible employee on the first day of the calendar month following 30 days of employment provided the employee is actively at work on that date and a dependent is not hospital confined and the employee attended a benefits enrollment meeting and has completed enrolled and turned in necessary forms within 30 days of employment.~~
- G. Upon ratification of the proposed agreement by the Board and the Union, the Board agrees to furnish, at its expense, one copy of the agreement for each member of the bargaining unit. Any additional copies to be printed at the expense of the Union.
- H. The Board agrees to work jointly with the Union to provide employee groups with job in-service/improvement programs and/or activities. Individual Employee Job In-service and/or Improvement will be considered.
- I. Critical Shortage Position:

It is agreed that modifications related to the position title be implemented as follows:

Due to the critical shortage of position applicants it is recommended that temporary modifications be made:

1. Entry level step becomes step 4.
2. Requirements for high school or GED diploma be suspended.
3. Should critical shortage positions terminate for any reason; the affected employees advanced will retain their step and progress forward from that step.
4. Successfully complete the District's identified position training program.
5. All other provisions of the general agreement will apply.

[Handwritten signature] 3/1/17

PB 3/1/17

MM 3/1/17

W. Fritz
Dr. William Fritz

3/1/17
Date

Paul Bouchard
Paul Bouchard

3/1/17
Date

Michael Murray
Mike Murray

3/1/17
Date

**2016-2017 CWA Local 3180 / School District of Indian River County
Full Contract Bargaining**

District M12

ARTICLE 14

REDUCTION OF PERSONNEL

- A. Recognizing the fact that the Board and Superintendent are legally charged with the responsibility of staffing the support services provided by the Board, this responsibility must be carried out in a manner that provides an effective level of operation as determined by the Board and Superintendent. It is recognized that occasions arise from time to time when it is necessary to reduce operating budgets or services. In the event this should occur, the Superintendent and his/her staff will analyze the total school program and services provided, including but not limited to personnel, in order to make recommendations to the School Board.
1. The District will make every effort to place any MBU affected by contracting for services in position vacancies for which they may qualify.
 2. The District will encourage and work with any contractor providing services to the District, to employ MBU's affected by the contracting out of services.
 3. Any plan to institute contracted services will be published by January 1st prior to the fiscal year (July 1st) implementation.
- B. When personnel who are eligible for membership in the Communications Workers of America bargaining unit are to be affected by a reduction in the number of working positions, the Union shall be notified by the Superintendent or his designee. The following procedures shall be used when reducing personnel who are eligible for membership in the Communications Workers of America bargaining unit.
1. After all annual contract personnel are reduced within the work group, continuous contract Personnel with the least continuous seniority in the School District of Indian River County, ~~and who possess minimum skills as determined by the Board,~~ will be affected first by any reduction.

Work groups:

- Clerical (dependent on skills)
- Custodial and Warehouse
- Food Service
- Bus Drivers
- Bus Assistants
- Teacher/Media/Computer Lab Assistants
- Self-Care Aides
- Health Assistants
- Physical Plant Workers (dependent on skills, certification and licensure)
- Mechanics

2. ~~Personnel with the least continuous seniority in the School District of Indian River County, and who do not have critical work assignments, will be affected next.~~ Personnel may not be placed into a higher pay grade as a result of a reduction.

3. If two or more employees are equal under Nos. 1 ~~and 2~~ above, consideration will then be given to the following:

a. ~~Skill flexibility of the employee as determined by his/her supervisor's observation.~~

ab. The greatest number of years of work experience at the task under consideration.

4. Any employee ~~with at least five years of continuous work experience in the District~~ who would become eligible for retirement within the year ~~during for which they are affected by a reappointment cannot be made because of a~~ reduction in personnel shall be given every consideration to acquire the additional required time.

5. ~~The Board and the Union recognize the right of the supervisor to recommend personnel he/she feels is best qualified for meeting the specific work requirements needed.~~

C. The following procedures shall be used when recalling personnel who are eligible for membership in the Communications Workers of America bargaining unit.

1. All personnel affected by the reduction as specified in Section B shall be given every first consideration to fill vacant positions that occur until the first day of the fiscal year or at latest until the first day of school up to, and including, the following school year, if and when

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~~vacancies occur,~~ provided the employees are fully capable of performing the job responsibilities under consideration.

2. An employee who has established a good work record as determined by the Board and who has been affected by the reduction as specified in Section B and who is capable of performing the duties of a vacant position shall be recommended to fill that vacant position before a new employee is employed.
3. Employees shall be recalled in inverse order outlined in Section B. Within ~~five~~^{twelve} (5~~12~~) days of the receipt of a letter of recall, or ~~ten~~^{fourteen} (10~~4~~) days following the postmark date on the letter, an employee shall notify ~~the Division of the~~ Human Resources ~~Department~~^{office} in writing whether he/she shall accept employment. Failure to respond to the letter of recall or to accept the position within the time required automatically terminates the employee's rights of recall. The employee is responsible for maintaining a current address and telephone number in the ~~Division of~~ Human Resources ~~Department~~^{office} at all times for purposes of this section. The letter shall be mailed to the employee at ~~the said~~ address by certified mail, return receipt requested.
4. No benefits shall accrue to individuals who are waiting to fill vacancies.

Tentative Agreement:

For CWA:

Paul Beatty Michael Murray

Date:

6/8/17

For the District:

WJFD

Date:

6/8/17

2016-2017 CWA Local 3180 / School District of Indian River County

Full Contract Bargaining

Date Proposed: 3/1/17

Time Proposed: 5:07 pm.

Union Counterproposal to District M25 - Evaluations

ARTICLE 15

EVALUATIONS

- A. All ~~full-time/full-term~~ employees will be evaluated at least once each year employing procedures and criteria developed by the School Board.
- B. Employees will be made aware of the criteria and appraisal forms for evaluation at the beginning of each fiscal year or during the first month of employment.
- C. The annual evaluation form will be signed by the employee. It is understood that by signing, the employee is not indicating agreement with the evaluation. A copy will be filed in the employee's personnel file and a copy will be given to the employee.
- D. If the annual evaluation shows an employee not performing in an acceptable manner, the employee's ~~s~~Supervisor shall make at least one specific written suggestion as to how the performance of the employee may be improved with a copy of the suggested improvement to the Union. A conference will be held within thirty (30) to sixty (60) days following the identification of the deficiency to discuss performance as it relates to the deficiency.
- ~~E. All evaluations and job descriptions to be updated by June, annually.~~
- EF. All annual evaluations are to be completed on the dates described below and placed in the appropriate Personnel files by July 15th of each year. Administration reserves the right to do interim evaluations.

10 Month Employees May 25
11 Month Employees June 15
12 Month Employees June 30

TA. *[Signature]*
3/1/17

JA MM 3/1/17

PB 3/1/17

~~G. During the 2013-14 school year, an Evaluation Committee will be formed, comprised of employees chosen by CWA, and an equal number of individuals identified by SDIRC. This Committee is charged with reviewing the existing evaluation system and forms and providing any recommended changes to the evaluation system to the Bargaining Teams prior to May 30, 2014 for consideration and possible adoption.~~

TA.
Wife 3/11/17

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Paul Bar 3/11/17

2016 CWA Local 3180 / School District of Indian River County
Full Contract Bargaining

ARTICLE 16

BULLETIN BOARD USE OF FACILITIES AND COMMUNICATIONS

- A. The Union may post notices of activities and matters of the Union on a bulletin board specifically assigned by the facility through the individual responsible for the facility. Each facility will provide a minimum of one (1) bulletin board designated for Union use. No material will be posted which is of a political nature or promotes a strike, work stoppage, or picketing. *
- B. The Union and its representatives shall be considered a school-related group regarding the use of school buildings for meetings. The Union or its representatives shall make proper arrangements with the school principal and adhere to regulations set forth in School Board Policy 7510.
- C. The Indian River County courier service will be available within District facilities to the Union without expense for any reasonable handling of mail. Reimbursement as mutually agreed upon is expected if usage exceeds reasonable limits as determined by the Board. If agreement is not reached, courier service will be discontinued for the Union.
- D. Mailboxes assigned to members of the bargaining unit in each school may be used for Union communication at the discretion of the Union.
- E. When school announcements are made through written bulletins, brief Union announcements may be included with prior approval of the principal.
- F. The Union president via district e-mail may communicate announcements of CWA Local 3180 meetings with attached agenda.
- G. Union members will be given an opportunity to meet with bargaining union members for the purpose of explaining the contract and other related matters. Arrangements for these meetings will be worked out between representatives of the Union and principals of individual schools.
- H. The Union president via the automated calling system may communicate announcements regarding voting to MBUs.

* Language in this paragraph was previously modified by Tentative Agreement signed 10/24/2016

Tentative Agreement

For the Union

Paul Bo

3/15/17

Michael Murray

3/15/17

For the District

V. J. P.

3/15/17

2016 CWA Local 3180 / School District of Indian River County

Full Contract Bargaining

Date Proposed: 10/24

Time Proposed: 5:05

Union Counterproposal

Ant RB

ARTICLE 16

BULLETIN BOARDS

- A. The Union may post notices of activities and matters of the Union on a bulletin board specifically assigned by the facility through the individual responsible for the facility. Each facility will provide a minimum of one (1) bulletin board per facility space designated for Union use. No material will be posted which is of a political nature or promotes a strike, work stoppage, or picketing. If members identify that materials are being added/removed without knowledge of the local CWA representative, the representative shall discuss the matter with the site supervisor and a remedy shall be implemented.

TA. [Signature]
RB
10/24/16
10/24/16

9/22/16 4:35 AM

2016 CWA Local 3180 / School District of Indian River County

Full Contract Bargaining

our U3

Date Proposed by District: 9/22/16

District Counter Proposal (U3)

ARTICLE 17

HEALTH & SAFETY

- A. Safety complaints or hazardous conditions shall be promptly reported by the employee to his/her immediate supervisor and promptly thereafter to the job steward or safety chairperson.
- B. The District and Union will establish a Joint Labor Management Safety Committee to develop and promote continuous improvements and employee involvement in safety and health processes. The Committee will consist of an equal number of Union and Management Representatives not to exceed six (6) each. Appropriate Company personnel who have authority to affect safety improvements will be in attendance. Each party will select their respective members, including a Union and Company Co-chair. The Committee will meet on a monthly basis. District PB ✓
- C. ~~The local Union president or designee shall be a member of the active Safety Committee.~~ District PB ✓

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PB
W, JB

10/24/2016

10/24/16

**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

Tentative Agreement

ARTICLE 18

SICK LEAVE BANK

C. ADMINISTRATION AND GOVERNANCE

1. Sick Leave Bank will be administered and form distributed through the Human Resources Department.
2. A review committee consisting of two representatives appointed by the Superintendent, two representatives appointed by the Communications Workers of America, and one representative jointly appointed will administer the Sick Leave Bank. This committee shall approve or deny each request for sick leave bank days and investigate any alleged abuses. The committee reserves the right to request a second medical opinion.

D. BENEFITS OF SICK LEAVE BANK

In the event of catastrophic illness of a participating employee, causing the employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

1. All accumulated sick leave of the employee must first be expended, followed by an unpaid leave of three (3) continuous work days.
2. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident or injury.
3. Application for use of the Sick Leave Bank must be made to the Human Resources Department. Applications shall include:
 - a. A doctor's statement certifying the illness and the necessity for the protracted leave. A doctor's release statement will be necessary before the employee is allowed to return to work.
 - b. Certification by the employee of the date on which all sick leaves will be exhausted and the date on which the sick leave bank is to be used.

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2/2/17

4. A maximum of thirty (30) paid working days may be received by an employee in a fiscal year.
5. An employee who is a member of the Sick Leave Bank shall not be eligible to use sick leave from the bank if the employee is on injury or illness-in-the-line-of-duty, workers' compensation or other paid leaves.

William Fritz 2/7/17
Dr. William Fritz Date

Paul Bouchard 2/7/17
Paul Bouchard Date

Michael Murrey 2/7/17

**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

Tentative Agreement

**Article 20
COMPENSATION AND FRINGE BENEFITS**

C. PAY SCHEDULE

23. *add* Benefit coverage will become effective for an eligible employee on the first day of the calendar month following 30 days of employment provided the employee is actively at work on that date and a dependent is not hospital confined and the employee attended a benefits enrollment meeting and completed and turned in necessary forms within 30 days of employment. Termination of all benefits shall be effective as of the last day of the final month of employment.
24. The Board agrees to pay any fees, expenses or costs that may be directly related to local, state or federal directives or legislation, or Board action, such as the requirements of commercial license, medical examinations, required special clothing and/or drug testing of employees, unless otherwise stated on the job posting.
25. For 12 month employees, vacation accrual as per School Board Policy 4420 (note: the current provision is for employees with less than 5 years, 1 day per month; employees with 5 years but less than 10 years 1.25 days per month; employees with more than 10 years, 1.5 days per month. Maximum accrual of 500 hours.



Dr. William Fritz

2/7/17
Date



Paul Bouchard

2/7/17
Date



2/7/17

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**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

Tentative Agreement

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ARTICLE 21

SPECIAL SUPPLEMENTS

SECTION 5 - Cafeteria Personnel and Health Assistants

- A. Uniforms will be supplied for cafeteria personnel and Health Assistants as follows:
 Minimum Three (3) sets per employee for the first year
 Minimum Two (2) sets per employee every year thereafter
- B. If specialized shoes are required, employees shall be reimbursed up to \$25.00 annually.



Dr. William Fritz

3/6/17
Date



Paul Bouchard

3/6/2017
Date



Mike Murray

3/6/17
Date

**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

Tentative Agreement

ARTICLE 21

SPECIAL SUPPLEMENTS

Section 4- - Tool Supplement

- A. Regular mechanics, who own and use a full complement of tools (as determined by the School Board) in performing their assigned duties will receive a supplement of \$256.37 per year.

Section 6 - In Charge Supplement

- A. When an employee is assigned to do the work of a foreman, coordinator, head person, etc., for a period in excess of four (4) full consecutive work days, up to six (6) weeks, the employee shall receive an 'In Charge Supplement' equal to the difference between the employee's regular rate and the Step 4 rate of Pay Grade of the Classification being replaced, or 5% above the employee's regular rate, whichever is greater. If the assignment exceeds six (6) weeks, the cap will be 10% above the employee's regular rate, or the rate of pay of the position being replaced.
- B. This assignment shall not be moved between employees to avoid payment of the 'In Charge Supplement'.
- C. The intent of this provision is to address temporary vacancies of up to one (1) year in duration.

Section 7 - Co-Workers Assignment

- A. When an employee is assigned to do the work of a co-worker paid at a higher pay grade for a period in excess of four (4) full consecutive work day's, up to six (6) weeks, the employee shall be compensated at the higher pay grade, step 4, or at an increase of 5% over their regular pay, whichever is higher. If the assignment exceeds six (6) weeks, the cap will be 10% above the employee's regular rate, or the rate of pay of the position being replaced.
- B. This assignment shall not be moved between employees to avoid payment of the increased compensation.

C. The intent of this provision is to address temporary vacancies of up to one (1) year in duration.

W. Fritz
Dr. William Fritz

2/7/17
Date

Paul Bouchard
Paul Bouchard

2/7/17
Date

Michael Murray

2/7/17

**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

**Tentative Agreement
Article 22
EMPLOYMENT PROCEDURE**

B. SEPARATION OF PROFESSIONAL SUPPORT STAFF


1. Resignation

- a. Resignation of employees shall require at least two (2) weeks written notice in advance of the date of separation. Unused vacation days and personal days charged to sick leave may be used toward all or part of this requirement. This requirement may be waived with approval by the Human Resources Department.

- b. All leave forms, termination forms, uniforms (if purchased by the Board), keys, technology, or any other property issued by the District, must be returned on or before the last day of work. Failure to return district property may result in the District pursuing legal/collection remedies.




Dr. William Fritz



Date



Paul Bouchard



Date





**2016-2017 School District of Indian River County and Communications
Workers of America Local 3180 Bargaining**

Tentative Agreement

ARTICLE 22

EMPLOYMENT PROCEDURE

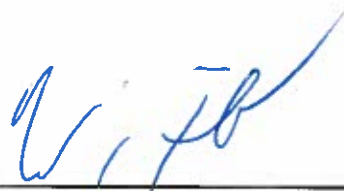
A. EMPLOYMENT STATUS

1. Probationary Period

All new professional support staff employees shall be placed on a ninety (90) work day probationary period. At the conclusion of the probationary period the employee shall either be placed on annual employment status or terminated. During the probationary period, an employee may be terminated without cause.

If an employee transfers into a position in a non-related area or job function, the employee shall be subject to a ninety (90) work day probationary period.

If an employee is promoted within a related or non-related area or job function, the employee shall be subject to a ninety (90) work day probationary period.




Dr. William Fritz

11/15/16
Date



Paul Bouchard

11/15/16
Date


MICHAEL MURRAY

11/15/16

2016-2017 CWA Local 3180 and School District of Indian River County
Full Contract Bargaining

Tentative Agreement

ARTICLE 23

NON-DISCRIMINATION

Neither the District nor the Union will tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait, pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes) or any other legally prohibited basis. Neither the School District nor the Union shall discriminate against any employee because of such employee's race, color, religion, sex, sexual orientation, national origin, age, disability or veteran status.

Paul Bouchard 3/1/17
Paul Bouchard

Dr. William Fritz 3/1/17
Dr. William Fritz

Michael Murray 3/1/17
Michael Murray