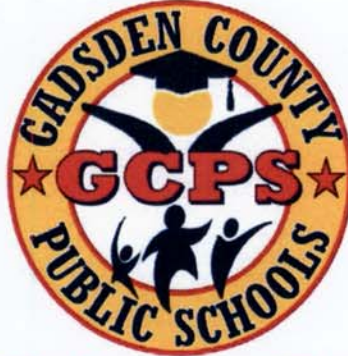


collective Bargaining



"Putting Children First"

The School Board of Gadsden County

and

*The Gadsden County Classroom Teachers
Association*

July 1, 2019 – June 30, 2022

Amended for the July 1, 2019 – June 30, 2020 contract year

Amended for the July 1, 2020 – June 30, 2021 contract year

Board Approved 10/27/2020

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE I – Recognition.....	4
ARTICLE II – Association Rights and Responsibilities	5
ARTICLE III – Grievance Procedure	8
ARTICLE IV – Teaching Conditions.....	12
ARTICLE V – Leave	16
ARTICLE VI – Teacher Assessment	20
ARTICLE VII – Vacancy and Promotion, Transfer and Reassignment and Reduction In Force.....	29
ARTICLE VIII – Teacher/Student Authority and Protection	32
ARTICLE IX – General Employment Practices.....	34
ARTICLE X – Holidays	35
ARTICLE XI – Insurance.....	36
ARTICLE XII – Professional Compensation.....	37
ARTICLE XIII – Miscellaneous	39
ARTICLE XIV – Terminal Pay.....	40
TERM OF AGREEMENT	42
APPENDIX A – Placement Schedule	44
APPENDIX B – Salary Supplements.....	46
APPENDIX C – Teacher Pay Calendar	49
APPENDIX D – Official Grievance Form.....	50
APPENDIX E – Evaluation Committee	51
APPENDIX F – Facilities Committee	52
MEMORANDUM OF UNDERSTANDING	53

PREAMBLE

This Agreement, entered into this ____ day of _____ 2020, by and between The School Board of Gadsden County, Florida, hereinafter called the "Board", and the Gadsden County Classroom Teachers Association, hereinafter called the "GCCTA", an affiliate of the Florida Education Association and American Federation of Teachers and the National Education Association,

WITNESSETH:

That in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Board hereby recognizes the GCCTA as the exclusive collective bargaining representative for the professional employees of The School Board of Gadsden County, Florida described as follows:

All full-time certificated instructional employees (as defined in applicable Florida Statutes, State Board of Education Regulations, and Policies, Rules and Regulations of The School Board of Gadsden County, Florida); PROVIDED, HOWEVER, that the Bargaining Unit shall not include any of the following: District Superintendent of Schools; Assistant District Superintendent of Schools; Directors, Coordinators, Supervisors; Visiting Teachers, Public Information Officers; Psychologists, Research Assistants; Occupational Specialists; Principals; Assistant Principals, R.O.T.C. personnel; Curriculum Assistants and Helping Teachers. The Bargaining Unit shall include Teachers, Peer Teachers, Librarian/Media Specialists, Behavior Specialists and Guidance Counselors.

Whenever used hereinafter, the term "teacher" shall mean any professional employee who is included in the foregoing appropriate unit.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The GCCTA shall be permitted use of school property, facilities and equipment in accordance with applicable provisions of Gadsden County School Board Policy.
- B. The GCCTA shall have the right to post notices of activities and matters of GCCTA concern on one bulletin board in a designated area mutually agreed upon by the president of the GCCTA and the site administrator at each school center. Only GCCTA notices authorized by the president of the GCCTA or the GCCTA building representative may be posted. Prior to the posting of each notice a copy will be given to the building principal, which shall be a prerequisite to such posting.
- C. The GCCTA shall have the right to use teacher mailboxes for official communications. Such distribution shall be in compliance with procedures agreed upon by the site administrator and GCCTA.
- D. The GCCTA Building Representative shall have the opportunity to make brief announcements to those who voluntarily remain at the end of the School Faculty meeting.
- E. Duly authorized representatives of the GCCTA shall be permitted to transact official GCCTA business on school property after making such arrangements with the building administrator provided such transaction of business does not interrupt, interfere with or disrupt school business, activities or operations, or violate any applicable law, policy, rule or regulations.
- F. The board shall provide GCCTA without charge, during the weeks of September 1 and February 1 of each year a list of employees including the following information: name, classification pay grade, hourly rate of pay, work site, home address, work phone number, and district hire.

The board also agrees to furnish to the union in response to reasonable requests all available information concerning names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto; agencies, minutes, and reports to all open Board meetings; census and membership data; and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs or proposals on behalf of employees together with information which the Union may require to process any grievance or complaint.

- G. The Board shall provide upon request by the GCCTA president and without charge a list of teachers including the following information: name, home address, classification, salary, step, grade level or subject area, degree, contract status, hire date, and work site name.
- H. Upon appropriate authorization by any teacher, the Board will directly deposit the teacher's entire salary into any official financial institution that provides a bank routing number. In addition, the Board will directly deposit a part or all of the teacher's salary into the Envision Credit Union.

- I. The Board shall deduct from the pay of each employee all current membership dues and uniform assessments of the GCCTA, provided that at the time of each such deduction there is in the possession of the Board a valid membership form for each such deduction, executed by the employee, in the form and according to the terms of the authorization. Such authorization shall continue year after year unless revoked by the employee. A membership form shall be provided by the GCCTA.

1. Any teacher may authorize dues deduction by presenting to the Board on or before September 1 of the applicable school year a signed membership form authorizing the Board to deduct from the teacher's salary an amount certified in writing by the GCCTA to the Board, on or before September 1 of the applicable school year, as being due to the GCCTA from each member thereof as membership dues for that school year, which amount shall be evenly divisible by twelve (12) dependent upon the number of checks the teacher elected to be paid per year; or, the teacher may make such authorization by presenting said membership form to the Board after September 1 and at any time during the applicable school year, in which case the total amount to be deducted shall be a fraction of the annual dues based on the number of checks still to be issued in that year, beginning with the first check issued at least fifteen (15) calendar days after the Board's receipt of the teacher's completed membership form. Sums so deducted from the teacher's remaining salary checks shall be as nearly equal in amount as practicable. Provided, however, that any teacher whose employment begins after September 1 of the applicable school year may apply for such dues deductions, if the appropriate completed authorization form is received by the Board not later than thirty (30) days after the beginning of the teacher's employment by the Board.

All such deductions and remittances by the school board shall be made in accordance with stipulations established by the Board or the Superintendent of Schools.

2. All dues deductions by the Board shall be made on a monthly basis, commencing with the September pay check or, subject to the provisions of subparagraph 1 immediately preceding this subparagraph, with the paycheck issued on the earliest practicable date. All such deductions shall be remitted to the Big Bend Service Unit.
3. By presenting to the Board a signed membership form specifying the amount to be deducted from his/her salary, an employee may authorize deduction by the Board of any uniform assessment levied on her/him by the GCCTA. Such deduction will be made by the Board from the first paycheck issued to the employee at least thirty (30) calendar days after the Superintendent's receipt of said authorization.
4. The authorization of each deduction for dues or uniform assessments for the GCCTA shall be in force during the term of this Collective Bargaining Agreement, except Authorization for dues deduction is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgement of GCCTA on the Form, signed and dated, and then submit the Form to the District Payroll Office. The revocation of the authorization for dues deduction will be effective no fewer than 30 calendar days from the date of the employee's submission of the completed Dues Revocation Form to the Payroll Office.
5. The District will provide GCCTA with up to two (2) payroll deduction slots for the purpose of deducting premiums (after tax) for companies participating in the *NEA Member Benefits* programs sponsored by GCCTA and its state and national affiliates (*FEA & NEA*) All deductions shall be made on a twelve month basis using a mutually agreeable form to be provided by GCCTA and transmitted to the common remitter(s) selected by GCCTA or its affiliates for such purpose as a single check amount to each

remitter each payroll period. GCCTA will hold the Board harmless for any claims arising out of the use of these payroll deduction slots. These deductions shall not be limited or restricted to any certain number of participants by the Board.

6. The GCCTA shall indemnify and save harmless the Board and its employees from any and all claims, demands, suits, judgments, awards and costs incurred in connection with any such claim, demand or suit resulting from any action taken or omitted by the Board or its employees for the purpose of complying with the provisions of this Article.
7. If at any time during the duration of this Agreement, the GCCTA violates the anti-strike provision of Florida Law, or if there is a refusal to perform the duties of employment by any member of the GCCTA, this Article shall immediately become void and inoperative during the terms of this Agreement.
8. Legislative Committee – A legislative committee comprised of five (5) members appointed by the GCCTA President shall be allowed three (3) days during the Legislative Session to lobby for educational concerns benefiting the Gadsden County School District.
9. Florida Education Association Delegate Assembly – The Board agrees to grant two (2) days to each elected delegate to attend the Annual Delegate Assembly of the Florida Educational Association.
10. President's Release Time – The President of the GCCTA or designee shall be granted ten (10) release days to conduct Association Business.
11. Negotiations Committee. A list of members of the GCCTA Negotiations Committee shall be provided to the District's Chief Negotiator by February 1 of each year. Up to eight (8) members of such committee shall be provided temporary duty for negotiations that are scheduled during the school day.

J. Paid leave for GCCTA Activities – Each year of this contract, representatives of the GCCTA may be granted up to a total of ten (10) days of paid leave to conduct GCCTA business provided the following conditions are met:

1. A teacher shall provide the site administrator with a leave request form for the paid leave a minimum of forty-eight (48) hours prior to such leave.
2. The site administrator shall approve the request for paid leave unless he/she document in writing at least 24 hours in advance that the teacher's absence would significantly impede the operation of the work unit, under no circumstances shall leave be denied after the leave has been duly authorized and approved by the administrator.
3. No more than two (2) teachers may be absent from any faculty on any day on such paid leave.
4. No more than ten (10) teachers in the district may be absent on such paid leave on any day.
5. Except for the president of the GCCTA, no teacher may be absent on paid leave for GCCTA activities for more than ten (10) days.
6. The School Board, in conjunction with the GCCTA, shall be responsible for tracking the amount of paid leave taken for GCCTA activities.

K. During the regular workday, the Executive Director of the Big Bend Service Unit of the Florida Education Association and/or the president of GCCTA may visit teachers at the site, provided the authorized representatives report their presence to the site administrator or his/her designee and they do not interfere with, nor disturb, normal site operations or cause the loss of instructional time. No authorized representative shall use this privilege except to conduct GCCTA business.

ARTICLE III - GRIEVANCE PROCEDURE

- A. Definitions.
1. "Grievance" shall be defined as a dispute involving the interpretation, application, or violation of a provision(s) of this contract.
 2. "Grievant" shall mean any employee or group of employees who have filed a grievance.
 3. "Day" shall mean a district workday based on the calendar approved by the Board. The application of this provision shall not, however, result in the extension of a time period stated in this Article for more than ten (10) days.
 4. Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate grievance form and signed by the grievant(s). All grievance forms shall be dated when received. The grievance forms may be filed in person or by means of FAX, U.S. mail, or other recognized means of delivery.
- B. Informal Resolution. When employees have a problem or complaint, they should attempt to resolve it through discussions with their supervisor or other appropriate personnel. If the problem or complaint cannot be resolved in that manner, the grievance procedure is provided as a formal means for resolving the grievances of employees as defined below. An effort to resolve a problem or complaint under this provision does not waive the time limits for filing a grievance at Step 1 as provided in Section E.3, below.
- C. Resort to Other Procedures.
1. It is the intent of the parties to first provide a reasonable opportunity for resolution of a matter that constitutes a grievance through the grievance procedure. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while a grievance is being processed, an employee formally initiates resolution of the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to proceed further with the matter pursuant to this grievance procedure.
 2. As an exception of the provision in paragraph A above, a grievant may file an EEOC charge while the grievance is in process when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. s. 2000e et seq. Furthermore, an employee may seek resolution of a dispute through site or school procedures prior to filing a grievance and may request of the site administrator, an extension of the time limits for initial filing of the grievance for this purpose.
- D. Representative and Appearances
1. An employee shall choose at Step I and Step II whether to be represented by GCCTA or to represent him/herself. GCCTA shall not be required to process grievances for employees who are not members of the Association.
 2. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this contract, and the grievant shall have the opportunity to have GCCTA present at any meeting involving the grievant called to discuss such a resolution.
 3. Time spent by grievant's and GCCTA representatives investigating and processing grievances outside regular working hours shall not be counted as time worked.
- E. Formal Grievance Procedure.
1. If the parties are unable or unwilling to resolve a grievable concern or problem through the informal process described in Section A, 1 above, a formal grievance may be filed under this Section.

2. Time Limits.

- a. The time limits provided in the Article shall be observed, but may be extended by written agreement of the parties. Whenever illness or other incapacity of a party necessary to hear the grievance prevents his/her presence at a grievance meeting, the time limits shall be extended, by mutual consent, to such time that the party can be present. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- b. Upon failure of any administrator to provide a decision at any step, within the time limits provided in this Article, the grievant may proceed to the next step. Upon failure of the grievant to file at the next step within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step.
- c. Upon written agreement of the parties, any step in this procedure may be waived.
- d. A grievant may withdraw his/her grievance at any step but that same grievance may not be filed a second time unless it is of a continuous nature.

STEP I

A grievance shall be filed with the employee's site administrator within twenty (20) days following the occurrence of the alleged violation of the contract if the informal resolution process is used or ten (10) days if the informal resolution process is not used. The grievance shall state the facts giving rise to the alleged violation, the specific section(s) of the contract alleged to have been violated, the employee's contention with respect to these provisions, and the specific relief sought, and shall be signed by the grievant. Within twenty (20) days after receiving the grievance, the site administrator shall meet with the grievant and representative, if representation is being used, and communicate his/her decision in writing to the grievant and the grievant's representative or otherwise resolve the grievance.

STEP II

If the grievant is not satisfied with the decision at Step I, he/she may, within ten (10) days following receipt of the Step I decision or following the date on which the Step I decision was due if no decision is provided, file a request for review of the Step I decision with the Deputy Superintendent or his/her designee on the appropriate form. The Superintendent's designee shall, upon request, meet with the grievant and/or representative and may conduct whatever investigation is necessary to make a finding. Within twenty (20) days of the receipt of the grievance at Step II, the Superintendent's designee shall communicate his/her Step II written decision to the grievant and/or representative or otherwise resolve the grievance.

STEP III

If the aggrieved is not satisfied with the disposition at Step II he/she may, within ten (10) days after the answer at Step II, appeal in writing on the proper form the original grievance to the Superintendent. The Superintendent may conduct whatever investigation is necessary to make a finding. Within twenty (20) days after the receipt of the grievance, the Superintendent shall notify the grievant as to his/her disposition of the grievance.

STEP IV

Mediation:

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), prior to being submitted to arbitration. When the parties agree to mediate an issue, the time limits to file for arbitration shall automatically be extended for the period necessary to conclude the mediation process.

STEP V

Arbitration:

- a. If the grievance has not been satisfactorily resolved at Step III, GCCTA may, within ten (10) days following receipt of the Step III decision or following the date on which the Step III decision was due if no decision is provided, file an intent to submit the grievance to arbitration with the superintendent or his/her designee.
- b. A grievance filed at Step III on which no action has been taken by the grievant for twenty (20) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior step.
- c. Disclosure of Information. Neither the Board nor the grievant shall be permitted to assert in arbitration preceding any grounds or rely on any evidence that has not previously been disclosed to the other party.
- d. Selection of Arbitrator. The parties shall follow the American Arbitration Association procedure for selection of an arbitrator and shall conduct the arbitration under its rules and procedures except as modified by the provisions of this Contract. The arbitration shall be scheduled within sixty (60) days following selection of the arbitrator.
- e. Authority of the Arbitrator.
 1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract. Arbitration shall be confined to the application and interpretation of this Contract and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing statements of opinion or conclusions not essential to the determination of the issues submitted.
 2. In rendering decisions, an arbitrator shall give due regard to the responsibilities of the Board and the Superintendent and their designees as provided in law and rule and shall so construe such responsibilities, except as they may be specifically conditioned by this Contract.
 3. The arbitrator's decision shall be final and binding on the parties as provided in Section 447.401, Florida Statutes, provided that either party may ask that an appropriate court vacate such a decision on one or more of the grounds stated in section 682.13, Florida Statutes.
 4. An arbitrator's award may be retroactive as the equities of a case may demand, but an award shall not be retroactive to a date earlier than sixty (60) days prior to the date the grievance was initially filed except for those provisions of State or federal law that may require an earlier date.
- f. Fees and Expenses. The losing party shall pay the fees and expenses of the arbitrator. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five (5) days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings and for paying the appearance fee of the reporter and the cost of obtaining an original transcript. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of reasonable copying expenses.

Processing.

- a. The site administrator shall refuse consideration of a grievance not filed or processed in accordance with this Article.
- b. If a grievance arises as the result of a condition that the immediate supervisor is without jurisdiction to resolve, the grievance shall be filed at Step II after discussing such filing with the Superintendent's designee.
- g. Precedent - No complaint informally resolved, or grievance resolved at either Steps I or II, shall constitute a precedent for any purpose unless agreed to in writing by the Board and GCCTA.
- h. Documents. The grievant or representative shall be provided, upon request and with reasonable copying charge, with a copy of any identifiable document relevant to the grievance. All written materials dealing with the processing of a grievance shall be filed separately from the grievant's personnel file except an arbitration decision or a settlement agreement that requires personnel action(s) that affects the grievant.
- i. Notwithstanding the expiration of this contract, any claim or grievance arising while it was in effect may be processed through the grievance procedure until resolution, provided it is timely filed.
- j. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present, to attend, and will be held, insofar as possible, after regular school hours, or during working time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school working hours, all employees whose presence is required shall be excused, with pay, for that purpose.
- k. Adjustments of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

ARTICLE IV - TEACHING CONDITIONS

A. Work Day

1. The parties agree that each teacher's normal work day shall cover a period of seven (7) hours and twenty (20) minutes.
2. The time for beginning and ending of that teacher's work day shall be determined by the Principal at his/her discretion, subject to change by the Superintendent, and provided further, that the duration of the teacher's work day shall be extended when the Principal requests the attendance of the teacher at a conference, group meeting, or other performance of professional responsibility.

B. Faculty Meetings

1. Regularly scheduled faculty meetings shall not extend the teacher's workday by more than forty-five (45) minutes unless agreed upon by majority vote of the teachers present. The vote must be initiated by a teacher.
2. At least twenty four (24) hour notice shall be given before any faculty meeting other than those needed to deal with emergency situations.

A teacher shall provide written notification, including reason of regret, to the school administration if he or she is not able to attend a regularly scheduled faculty meeting or emergency called meeting.

C. Instructional Frame Work

1. Each teacher's workweek shall not be more than fifteen hundred (1500) minutes of direct student instructional time except in those schools with extended day (Differentiated Accountability), schools with 8 periods of 45 min/elem. schools with 55 min periods, or schools with extended Reading blocks in the approved District Plan. Teacher work schedules shall be determined by the site administrator. Efforts shall be made to give teachers the opportunity to have input into developing their work schedules.
2. Consideration shall be given to the number of students, class composition and planning. The school administrator reserves the right to make the final decision.
3. All teaching schedules will be provided during preplanning; teaching assignments are based upon certification and school leaders will notify staff in a timely matter prior to the beginning of the new school year.
4. Assignments may be revised as needed, but not to go into effect less than one week (5 teacher workdays) after written notice.
5. Teachers hired after preplanning shall receive teaching assignments and schedules on the first day of employment.
6. Every effort shall be made to minimize and/or reduce the number of preparations each teacher shall have. In furtherance of this responsibility, the parties agree that teachers shall not be required to teach in more than three (3) certification areas, nor teach subjects involving more than three (3) different preparations or any combination to exceed three (3) preparations in secondary schools.
7. Within a given site, the administration shall make a reasonable effort to balance the load between teachers teaching identical courses.

D. Instructional Resources

1. Teachers will be expected to exercise reasonable control, under the direction of the site administrator, of textbooks, supplies, or equipment assigned to them.
2. Teacher will be provided with supplies textbooks, and teaching materials as deemed necessary by the site administrator to teach the course assigned.
3. Teachers shall not be required to purchase supplies, textbooks, materials or equipment from their personal funds.
4. The Board agrees to make available in each school word processing and reproduction/duplicating capabilities to aid teachers in their preparation of instructional materials. Audio-visual equipment shall be made available in each school for classroom use.

E. Planning/Preparation Time

School principals shall make every effort to ensure teachers are provided duty-free planning without risking the safety of students. Administrators and teachers at any site shall develop a plan to allow duty-free planning using site-based decision making. However, the final decision shall remain with the site administrator. If the planning time is compromised with duty, an agreement can be reached among staff and administrator concerning the lost planning time.

F. Extended Day/Year

Any Florida statutory requirement of schools to provide additional instruction outside of the standard student day or year shall adhere to the following:

1. The assignment for instructors at these schools to teach during the extended day or year shall receive additional pay equal to their hourly rate.
2. Teachers at the designated schools may request in writing a transfer within ten (10) days of notification. Each request will be considered on a case by case basis.

G. Additional Period Pay

1. The parties recognize that in some schools because of staffing issues teachers may be selected to teach more than the contractual mandated number of teaching periods.
2. Teachers who agree to teach additional instructional periods can discuss with their administration flexibility with their planning time, and/or other duty assignments.
3. For teaching each additional instructional period, teachers shall receive one (1) additional hour of compensation equal to their hourly rate of pay.

H. Lunch Period

1. Every effort shall be made to provide teachers with a duty-free lunch period equal to the student lunch period without risking the safety of students. Administrators and teachers at any site shall develop a plan to allow duty-free lunch using site-based decision-making. However, the final decision shall remain with the site administrator.
2. On planning days the lunch period shall be (1) hour.

I. Safety

1. Teachers shall report potentially unsafe facility conditions in the classroom or other school facility to their principal.
2. The principal will investigate and document every effort to correct conditions that he/she determines to be hazardous or potentially dangerous. The principal shall reply to the concern in writing if the teacher's concern is communicated to the principal in writing.

J. Parent/Teacher conferences

1. Private conference space in each school, in a classroom or other non-student-occupied area designated by the principal, shall be provided for necessary teacher conferences with parents and/or students.
2. Teachers shall be notified in writing twenty four (24) hours before a Parent/Teacher conference is scheduled. The requirement that the teacher be notified at least 24 hours in advance may be waived in writing by the teacher.
3. When a teacher needs to make a telephone call relating to school business during which confidential information will be discussed, the building administrator/designee will ensure the privacy of the call.
4. Should a teacher find it necessary to make a long distance call, prior approval must be granted by the building administrator/designee.
5. The principal of each school shall designate an area to be used for interfaculty conferences.

K. Classroom Visitations

Visits of a teacher's class by persons other than school and/or district administrative/supervisory personnel, the Board or its designated committee or representative thereof, shall be allowed only after consent has been granted by the building principal or, in his absence, the person in charge at that time, and the teacher has been notified at least 24 hours in advance. The requirement that the teacher be notified at least 24 hours in advance may be waived in writing by the teacher.

L. Compensatory Time

1. Compensatory time may be granted if the following provisions are met:
 - i. Compensatory time may be earned only for duties assigned specifically by the building administrator beyond the contractual teaching day as required or essential to the stated objectives of a course or program.
 - ii. Compensatory time shall not be earned for activities associated with recognized supplement positions (coaching, cheerleading, etc.), or for faculty meetings, or parent-teacher conferences.
 - iii. Compensatory time shall be earned for PTO meetings, Parent expos and school open houses.
 - iv. Compensatory time shall only be used on planning days, including pre and post planning days, and at the end of the regular school day after student hours, or at such other times during the regular work day that would not require the payment of a substitute. Compensatory time shall not be used during scheduled in-service training activities.
 - v. Compensatory time shall be earned or taken only with the advanced approval of the building level administration as evidenced by completion of the Gadsden District Compensatory Time Approval Form.
 - vi. No monetary reimbursement shall be awarded for compensatory time.

- vii At the end of the teacher contract year or upon the resignation of the teacher, whichever comes first, all unused compensatory time will expire.
- viii The nature of teacher assignments beyond the normal work day, for which compensatory time will be granted, shall be determined by the site administrator in cooperation with the site-based decision-making teams. Assignments may be revised as needed.

ARTICLE V - LEAVE

Teachers who will be absent from work shall notify the site administrator or her/his designee no later than one (1) hour and thirty (30) minutes prior to the beginning of the teacher's work day, giving notification of their pending absence. Teachers shall not be responsible for securing substitutes.

A. Sick Leave

Each teacher employed on a full-time basis who is unable to perform her/his duties because of her/his own illness, or because of illness or death of her/his father, mother, brother, sister, husband, wife, child or other close relative, or member of her/his own household, and who consequently has to be absent from her/his work, shall for such necessary absence be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to that employee; PROVIDED, that the employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment; and PROVIDED, FURTHER, that such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year, without limitation on the number of days of sick leave that may accrue to any employee; and PROVIDED, FURTHER, that at least one-half of such cumulative leave must be established within this school district. In case of reasonable doubt as to the validity of any sick leave claim, the Superintendent may require a supporting certificate of illness from a licensed physician.

A teacher may transfer their earned sick leave to a spouse, child, parent, sibling or any designated person who is also a district employee to use her/his sick leave that has accrued to the authorizing employee, provided that the recipient has depleted all of his or her sick leave. Donated sick leave shall have no terminal pay value to the recipient.

B. Personal Leave

Personal leave up to a maximum of six (6) days per fiscal year, with compensation, may be granted by the Superintendent, provided that the use of such leave shall be charged to the individual's currently accrued sick leave, and provided further that such personal leave shall be noncumulative.

C. Illness-In-Line-Of-Duty-Leave

Any teacher shall be entitled to illness-in-line-of-duty-leave when he/she has to be absent from her/his duties because of illness from any contagious or infectious disease contracted therein. Illness-in-line-of-duty-leave is intended to deal with the illnesses normally known as childhood diseases; such as mumps, measles, and chicken pox. This leave does not include normal adult illnesses such as colds and influenza. Any teacher requesting such leave shall provide proof, when so requested, that illness was contracted while discharging her/his duties as such employee. Such leave may be authorized for a total of not over ten (10) days during any school year, subject to the provisions of 1012.63 (1)

Where the amount of compensation payable under the provisions of the education code, for injuries, accidents or other disabilities which would entitle the employee to compensation under the provisions of the Florida Workers' Compensation Law, exceeds the amounts payable under the compensation law, payments shall be made, as provided in the education code, for the

difference between the amount paid under the Workers' Compensation Law and the amount due under the provisions of the education code.

D. Professional Leave

Professional leave, with compensation, when approved by the Superintendent, may be granted by the School Board for voluntary leave of any member of the instructional staff for the individual's professional benefit or advancement. Such leave shall be for a maximum of three (3) days for each year's service in this school district, and may be cumulative to a maximum of twelve (12) days. Professional leave for teachers may be granted during post-school and pre-school periods for attendance at summer sessions of colleges and universities provided that suitable arrangements for performance of the individual's duties are made with the Superintendent.

Leave of absence for one semester or for one year, for professional study or travel, and without compensation, when approved by the Superintendent, may be granted by the School Board.

E. Temporary Duty

1. "Leave-in-Line-of-Duty" is authorized for members of the instructional staff who are assigned by the Superintendent to be temporarily absent from their regular duties and places of employment for the purpose of performing other educational services. Employees performing such assigned temporary duties shall not be considered to be on leave.
2. Any GCCTA member who is an elected voting delegate to the Annual Florida Education Association Representative Assembly shall be assigned temporary duty for the purpose of attending this meeting. Names of voting delegates shall be submitted to the Deputy Superintendent or his designee annually by the GCCTA president in order to secure leave for this purpose.

F. Leave for Jury Duty and/or Court Processes

For court appearances or duty performed, pursuant to court process, by a teacher during school work hours, the teacher shall receive from the Board full pay, allowances and/or reimbursements as follows:

1. When summoned to appear as a juror, or as a witness (except as a character witness) in any civil or criminal action in which the employee is neither plaintiff nor defendant: full pay, without allowances or reimbursements, with the employee retaining any payments or fees from the court or other third parties for such appearance; but,
2. When summoned to appear as a defendant or as a witness in any action arising out of and in the course of her/his employment by the Board: full pay, allowances and/or reimbursements as though on "leave in line of duty", with any payments or fees received from the court or other third parties for such appearances to be endorsed to the Board.

G. Military Leave

Military leave shall be granted as required by law or Florida State Board of Education Rules, and may be granted as thereby permitted.

Military Caregiver and Qualifying Contingency Leave. An employee who is a caregiver of a relative who suffers serious injury or illness during active military duty, or has a qualifying exigency as a result of a family member being on active duty in the National Guard or Reserves in support of a contingency operation, may qualify for a category of FMLA leave as described in District Policy.

H. Parental Leave

Any teacher or her/his spouse may be granted leave without pay, not to exceed one year in duration, incident to the birth or adoption of a child.

The application for such leave must be accompanied by a licensed physician's certificate attesting to the pregnancy of the applicant or the spouse of the applicant, the probable term thereof and the recommended period of confinement, or, in the case of adoption, by satisfactory evidence of the date custody of the child shall be delivered to the applicant.

Upon the filing of an application for parental leave, the teacher and the principal shall, subject to the approval of the Superintendent and the Board, mutually determine the commencement date for such leave, based on evaluation of the capacity of the prospective mother to discharge her teaching duties and/or the expected date of birth of the child or receipt of custody of the child to be adopted, as the case may be, and the leave shall continue for the remainder of the school year unless otherwise requested by the teacher and approved by the Board. No person on parental leave shall engage in remunerative employment with any other school board.

Family Medical Leave - Employees requesting unpaid leave for serious personal or family illness are entitled to continue Board contributions to insurance programs as provided for in the Family Medical Leave Act. Employees wishing to receive this benefit must identify their leave request as a "Family Medical Leave" prior to taking the leave and submit a completed "Certification of Physician" form with their leave request. Employees who do not return to work with the District shall be required to repay the Board contributions made during their unpaid leave.

A. Eligibility:

All full-time employees covered by this agreement who have worked for the Board at least twelve (12) months preceding the start of leave may be entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period when leave is taken for one or more of the following circumstances:

1. The birth of a son or daughter of an employee and to care for the child.
2. The placement of a son or daughter with an employee for adoption or foster care.
3. To care for the spouse, son, daughter or parent of an employee, if the family member has a serious health condition.
4. The employee is unable to perform the functions of the position because of the employee's own serious health condition.

- I. A teacher who is absent from the workplace for three (3) or more consecutive days, without authorized leave, shall be considered to have abandoned her/his position and resigned from the district.

J. Substitute Teacher

1. In all cases, every effort shall be made to secure a substitute in the event of a professional employee's absence.

2. Except in the case of an emergency, the students of an absent professional employee shall not be divided and placed into the classes of other professional employees.
3. Any substitute assignments shall be rotated equitably among all professional employees; however, volunteers shall always be sought first.

K. Benefits During Unpaid Leave

- a. Any employee granted a leave of absence as provided in this article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing District programs during the leave, provided the entire premiums (Board and employee contribution) for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.
- b. To the extent permitted by the Florida Retirement System, employees shall be given the opportunity to continue retirement programs, provided the employee pays the full cost of such programs. Forms are available from the Florida Retirement System for the employee to purchase such leave time.

ARTICLE VI - TEACHER ASSESSMENT

Preamble:

The parties wish anyone who reads this language to understand that we agree to the following terms only with great reluctance and with the realization that what we are agreeing to will in all probability hinder the educational process. We are compelled to negotiate this language by state law and do so only to comply with those requirements.

The following contract language will be subject to re-openers and review within one year from its full implementation upon request by either party. Gadsden County Teacher Evaluation Model (GCTEM) will be made up of two components; the score for Instructional Practices and the score on the State of Florida's value added tables of student learning growth or other student learning growth data approved by the State and specified below. The percentage of which each will contribute to a teacher's total evaluation is specified below. Each teacher will receive an overall rating of Highly Effective, Effective, Needs Improvement (referred to as Developing in the case of teachers in their first three years of employment), or Unsatisfactory based upon the total number of points accrued on the two measures.

Definitions:

State assessments: Any standardized state approved assessment for a given subject.

District assessments: A standardized district created and/or approved assessment for a given subject across the district in a given subject area.

Value added state model: Formula developed by the state to measure student-learning growth.

Learning targets: Locally agreed upon goal for measurement of student progress

Three years of data: Current year plus two immediately preceding years

GCTEM: Teacher Evaluation System, the term for the overall evaluation of a Gadsden County teacher.

Unsatisfactory Performance: Two consecutive Unsatisfactory annual GCTEM evaluations, two Unsatisfactory annual GCTEM evaluations within a three year period, or three consecutive annual GCTEM evaluations of Needs Improvement or a combination of Needs Improvement and Unsatisfactory.

Performance Improvement Process (PIP): A process afforded to teachers to support performance concerns as identified in GCTEM.

90-day Performance Probation: The statutory 90-day process for which unsuccessful completion could lead to non-renewal of an annual contract or termination of a professional services or continuing contract under the following conditions: Receives two consecutive annual performance evaluation ratings of unsatisfactory, two annual performance evaluation ratings of unsatisfactory within a three year period, or three consecutive annual performance evaluation ratings of needs improvement and unsatisfactory. During this 90-day period the district will offer assistance to the teacher

Independent Second Opinion: An evaluation undertaken by a neutral third party administrator selected by the Parties. Any independent evaluator should be free from any influence from either party to this Agreement and should engage in no ex parte communications with any of the parties prior to rendering his/her decision. The evaluation form will include the following ratings: Highly Effective, Effective, Needs Improvement (Developing in the case of teachers in their first three years of service), or Unsatisfactory. Should the independent evaluator not confirm the principal's evaluation, a second independent evaluator will be utilized. The evaluation is sustained if the teacher receives two or more "Unsatisfactory" ratings by the majority of the evaluators.

General Rules:

- 1.) When a teacher's data source is other than state assessments for the specific students taught by the teacher in the tested subject area, effort will be made to associate the teacher's actual students' test results to their evaluation to the greatest extent possible.
- 2.) State assessments will be substituted for district assessments or learning targets as they become available.
- 3.) The parties agree to proportion the effects of the instructional practices rubric and the value added measure in such a manner that makes it impossible for someone scoring an Effective or Highly Effective in one measure to be scored as Unsatisfactory on the total evaluation measure.
- 4.) No transfer or layoff decisions will be made solely on the basis of student learning gain data until all appropriate subject area assessments have been implemented.
- 5.) Any teacher placed on the 90-day performance probation described herein which could lead to his or her non-renewal or termination may request the superintendent or his or her designee to review his or her class list for the coming year for equity of the teaching assignment.
- 6.) Teachers on a PIP at the time this language is ratified will continue to be evaluated and receive assistance on the basis of those procedures in effect at the time they were placed on the PIP.
- 7.) Teachers being placed on a PIP at the beginning of the 2011-12 school year will follow the process described herein.

A. Gadsden County Induction Program (GCIP)

1. All first year Category 1 teachers or teachers possessing a temporary, one-year contract will be assigned a GCIP Mentor and complete the 180-day GCIP.
2. Re-hired Gadsden teachers who have more than five years of service with the School Board of Gadsden County and who have worked for the district within the past three years will be exempt from requirements of the GCIP program.
3. Any teacher who changes school, grade level or content area in the second year of employment may be designated as a Year 2 GCIP (Y2 GCIP), and be afforded a GCIP Mentor for the 90-day GCIP.

B. Gadsden County Teacher Evaluation Model (GCTEM)

All teachers will be evaluated with the GCTEM, described herein. All the appropriate observation and evaluation forms appear in The Gadsden County Teacher Evaluation Model Manual (hereinafter known as “the model”).

Data collected during the Teachscape/PDA Classroom Walk-Through observation process may not be used as part of a teacher’s formal evaluation process. If during the course of walking through the campus an administrator observes behavior that causes concern, the administrator will remain in the classroom for a minimum of ten minutes to conduct an informal observation.

1. Category 1 Teachers, First Year Teachers

- a. All probationary contract teachers will be considered to be in Category 1 of the GCTEM.
- b. Prior to the first observation, the teacher shall be familiarized with GCTEM.
- c. The approved observation and evaluation form(s) for Level Category 1 teachers will be in “the manual”
- d. With the exception of those teachers terminated during their probationary contracts, all Category 1 teachers must be evaluated twice yearly.
- e. During the first 20 work days from a teacher’s hire date, excluding pre-service days or holidays, the administrator will observe the teacher using the Observation (Short Form).
- f. If performance concerns exist following the Observation Form, the administrator will use the FEAP Summative Observation to determine if action is warranted.
- g. During the probationary contract year, the employee may be dismissed without cause or may resign from the contractual position without breach of contract.
- h. If in the opinion of the principal, performance concerns exist that could cause a teacher to be dismissed during the probationary contract year, informal assistance will be provided to that teacher via an Internal Assistance Plan (IAP) prior to such a determination. The IAP will be initiated with a letter from the principal scheduling a meeting to discuss concerns. The Union will receive a copy of the notification letter with an invitation to participate and represent the teacher at the IAP meeting. The Professional Development Director will receive a copy of the IAP notification letter. The principal will share concerns and determine school-based staff to provide support for the teacher. This process will continue until such time as a final 97-day determination is made but no less than four weeks from the inception of the IAP process.
- i. The teacher who has been supported on an IAP for a minimum of four weeks, may be released from the IAP, terminated during the probationary year, or be placed on a Performance Improvement Plan (PIP) for a minimum of 2 months prior to the final Evaluation.
- j. Criteria for initiating a PIP:
 - A score of Unsatisfactory or Developing.

k. Outcome of the Mid-Year Evaluation:

- Initiate IAP if a score is Unsatisfactory or Developing.
- Continue PIP if overall score is Unsatisfactory or Developing.
- Discontinue PIP if the overall score is Effective or Highly Effective.

l. Outcome of the Final Evaluation

1. A Category 1 teacher who receives assistance through an IAP and/or PIP and receives an Unsatisfactory or a Developing will be non-renewed.
2. A Category 1 teacher who receives an Effective or Highly Effective, score on PRIDE will become a Category 2 teacher.

2. Category 2, Annual Contract (AC) Teachers

- a. All annual contract teachers will be considered to be in Category 2 of the GCTEM.
- b. Prior to the first observation, the teacher shall be familiarized with the GCTEM.
- c. Category 2, teachers will be evaluated annually on GCTEM.
- d. If concerns exist following the Observation (Short Form), the administrator will use the FEAP Summative Observation to determine if action is warranted.
- e. If an administrator has documented performance concerns regarding a Category 2, teacher, that teacher will be afforded assistance through the PIP process for a minimum of four months prior to GCTEM.
- f. Criteria for initiating a PIP:
 1. A score of Developing/Needs Improvement or Unsatisfactory.
 - 1 A teacher receiving a second GCTEM evaluation of Developing/Needs Improvement initiates a 90-day performance probation.
 - 2 A teacher receiving a GCTEM evaluation of Unsatisfactory initiates a 90-day performance probation.
 - 3 Any Category 2 teacher, previously placed on a PIP for a minimum of four months and who experiences performance difficulties based on the Short Form, (completed during the first 20 days, working with students) and FEAP, will be placed on a PIP. The teacher will be evaluated in November. If the evaluation is unsatisfactory, the 90-day performance probation will commence. At the end of the 90-days, the principal will evaluate the teacher. If found unsatisfactory, the teacher will be afforded the independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed on the GCTEM.

- g. The teacher will have the opportunity to give input into the interventions specified in his or her PIP. Teachers refusing assistance will be evaluated by the building principal with no right to a second opinion. A teacher's decision to refuse a PIP may not be rescinded until the following school year.
- h. Outcome of the GCTEM Final Evaluation:
 - 1. A teacher receiving a first GCTEM evaluation of Developing/Needs Improvement score on the GCTEM will have his or her contract renewed.
 - 2. A teacher who has completed the "90-day performance probation" and receives an Effective or Highly Effective score on the observation form will have his or her contract renewed.
 - 3. A teacher who has completed the "90-day performance probation" and receives an unsatisfactory observation will continue in the PIP process. On the spring observation, if the teacher receives a developing/needs improvement or unsatisfactory he or she will be afforded an independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed and a GCTEM final evaluation is determined.
 - 4. Any Category 2 teacher, repeating the PIP process, who is found unsatisfactory, will have his or her teacher contract held in abeyance until the student growth portion is completed on the GCTEM.

3. Category 3, PSC and CC Teachers

1. All Category 3 Teachers

- a. Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be a Category 3 teacher.
- b. Any teacher who holds a continuing contract may, but is not required to, exchange such continuing contract for a professional service contract in the same district.
- c. Prior to the Observation (Long Form), the teacher will be familiarized with the Evaluation instruments, forms and procedures.
- d. Each PSC or CC teacher will receive one performance evaluation yearly unless performance concerns are noted in which case the following procedures will apply:

2. Category 3, Year 1 Teacher Performance Concerns

- a. If concerns regarding the performance of a Category 3 teacher exist, the administrator will use the approved observation instrument (Short Form).

- b. If concerns exist following the Observation (Short Form), the administrator will use the FEAP Summative Observation to determine if action is warranted.
- c. If an administrator has documented performance concerns on the Observation (Short Form), regarding a Level 3 teacher, that teacher will be afforded assistance for a minimum of four months prior to the Final Evaluation through the PIP process.
- d. Criteria for initiating a PIP:
 - 1. A score of Developing/Needs Improvement or Unsatisfactory
 - 2. A teacher receiving a second GCTEM evaluation of Developing/Needs Improvement initiates a 90-day performance probation.
 - 3. A teacher receiving a GCTEM evaluation of Unsatisfactory initiates a 90-day performance probation.
 - 4. Any Category 3 teacher, previously placed on a PIP for a minimum of four months and who experiences performance difficulties based on the Short Form, (completed during the first 20 days, working with students) and FEAP, will be placed on a PIP. The teacher will be evaluated in November. If the evaluation is unsatisfactory, the 90-day performance probation will commence. At the end of the 90-days, the principal will evaluate the teacher on the appropriate form. If found unsatisfactory, the teacher will be afforded the independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed on the GCTEM.
- e. Outcome of GCTEM Evaluation:
 - 1. A teacher receiving a Developing/Needs Improvement, Effective or Highly Effective score on the GCTEM will have his or her contract renewed.
 - 2. A teacher receiving a second GCTEM evaluation of Developing/Needs Improvement initiates a 90-day performance probation.
 - 3. A teacher receiving a GCTEM evaluation of Unsatisfactory initiates 90-day performance probation.
 - 4. A teacher who has completed the “90-day performance probation” and receives an Effective or Highly Effective score on the GCTEM will have his or her contract renewed.
 - 5. A teacher who has completed the “90-day performance probation” and receives an Unsatisfactory will continue in the PIP process. On the spring evaluation, if the teacher receives a developing/needs improvement or unsatisfactory he or she will be afforded an independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed and a GCTEM final evaluation is determined.

6. Conclude the PIP if the teacher receives a score in the higher range of Developing, Effective or Highly Effective range.

All such evaluation(s) will be completed at least two weeks prior to the last day of student attendance. The second opinion evaluator will use the revised Final Evaluation, based on the principal's revised Final Evaluation of documented PIP competencies.

- f. An employee notified of unsatisfactory performance may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, for the subsequent year of employment.
- g. Any proposed termination due to failure to successfully complete a NEAT/Performance Probation process will be subject to the grievance and arbitration process as defined in Article III of this Agreement and/or a hearing held by the Department of Administrative Hearing (DOAH).
- h. All procedures outlined in this section are subject to the grievance and arbitration process, as described elsewhere in the Agreement.

C. Value Added/ Student Learning Gain Data

Methodology:

The percentage and composition of the student data component of each teacher's evaluation is expressed below:

1. Classroom teacher, majority of students take FSA in subject area taught by teacher

The teacher's evaluation will be based 50% on Instructional Practices, 50% on the state's value added data based upon their students' state assessment (e.g., FSA) scores. When three years of this data is not available for each teacher, the proportions will alter to 60% on Instructional Practices and 40% value added data.

2. Classroom teacher, majority of students take FSA but in other subject area than that taught by teacher

The teacher's evaluation will be based 50% on Instructional Practices, 50% on student gains on a district-wide standardized test or statewide assessment when available. When three years of data is not available for each teacher, the proportions will alter to 60% on Instructional Practices and 40% student gains data. If not using a statewide assessment, the measure to be employed at each grade level and subject area must be agreed to by the parties. If a district-wide standardized test or statewide assessment does not exist, teachers in this group will be evaluated as in Number 3, below.

3. Classroom teacher, majority of students do not take FSA

The teacher's evaluation will be based 50% on Instructional Practices, 50% on student gains on a set of measureable learning targets agreed to in advance between the teacher and principal. When three years of data is not available for each teacher, the proportions

will alter to 60% on Instructional Practices and 40% measureable learning targets. A list of acceptable measureable learning targets to be employed at each grade level and subject area must be agreed to by the parties.

4. Non-classroom teacher, assigned to specific school(s)

The teacher's evaluation will be based on 70% on Instructional Practices and 30% on the state's value added data of FSA_scores for those students attending the specific schools to which the non-classroom teacher is assigned. When three years of data is not available for each teacher, the proportions will alter to 80% on Instructional Practices and 20% value added data.

5. Non-classroom teacher, not assigned to specific school(s)

The teacher's evaluation will be based on 70% on Instructional Practices and 30% on the state's value added data of FSA scores for the students in the district as a whole. When three years of data is not available for each teacher, the proportions will alter to 80% on Instructional Practices and 20% value added data.

- D. During pre-school planning, or within the first ten days of reporting to the work site for active employment, each teacher shall be given a copy of the GCTEM Manual. This distribution shall be followed by an explanation, demonstration and discussion of the assessment process. A copy of all current teacher assessment forms shall be available upon request or on the district's website.
- E. For the purposes of teacher assessment, the principal will make at least one (1) scheduled observational visit to the teacher's classroom. The principal may make as many unscheduled visits or as many additional scheduled visits as he/she sees fit, and his/her assessment may be based on any information which may be available to him/her at the time the assessment is made.
- F. Within ten (10) school days after each such scheduled visit, the principal shall have a conference with the teacher, at which time the teacher shall receive a copy of the completed assessment form. Upon approval by the Superintendent the 10-school day time limit may be extended for extenuating circumstances or by mutual consent of the parties.
- G. Each completed assessment form for the teacher and all copies of it shall be dated and signed by the principal and the teacher, with the teacher receiving one copy. The teacher's signature indicates only that he/she has read the completed form, and not necessarily that he/she agrees with the assessment.
- H. In the event that the teacher disagrees with the written assessment of her/his performance, she/he may write her/his objections on the assessment report or attach them to the report to be placed in her/his personnel file. A teacher shall not be requested nor required to sign a blank or incomplete evaluation form.
- I. In order to assure quality teaching and learning and a fair, equitable and impartial evaluation of teacher performance the parties agree to form an appeals committee comprised of two members of the GCCTA appointed by the GCCTA president and two from the administration appointed by the Superintendent, neither party shall have any influence on the appointment of the members of the other party. The following procedures shall be followed:

1. It is the intent of the parties that the procedures listed below in the appeals process shall serve as the alternative to Steps I and II of the grievance procedure.
 2. If the employee desires, he/she has the right to request representation or represent himself/herself, but under no circumstances will GCCTA be required to represent a non-member.
 3. An employee may not be represented by an attorney or a rival union in an appeal.
 4. The site administrator or the Superintendent's designee and the union president will make every effort to obtain informal resolution of the dispute within 30 (thirty) days of the employee's evaluation. If unresolved the alleged dispute shall move to the formal appeals process.
 5. Issues appealed to the committee shall be addressed expeditiously by the committee keeping in mind the statutory time frames and shall meet and render a decision within 10 school days.
 6. The representatives of the committee shall communicate their findings in writing to the Superintendent and the union president as well as the affected employee(s) and the site administrator.
 7. Disputes not resolved at the committee level will then follow the prescribed procedures in Article III, beginning at Step III.
- J. The teacher, upon written request, shall have the right to review and reproduce the contents of the personnel file, being accompanied by a representative of the GCCTA, if desired, and in the presence of the administrator responsible for the safekeeping of such file.
- K. The personnel file of each teacher shall be open to inspection only by the School Board, the Superintendent, the principal, the teacher, and such other persons as the teacher or the Superintendent may authorize in writing, unless otherwise provided by law.
- L. The School Board shall have the right to reprimand, suspend, demote or discharge its employees for just cause. Just Cause shall be defined to mean:
1. The Board or its designees made an effort to discover if, in fact, the employee did violate or disobey a rule or order of management or did commit any of the acts referred to by Section 1012.33, Florida Statutes, prior to taking official action.
 2. The Board or its designees conducted a fair and objective investigation of the facts.
 3. The Board applied its rule and penalties uniformly and without discrimination to all employees.
 4. The employee was given an opportunity to present his/her side prior to official action being taken.
 5. The Board's rule or order that the employee is alleged to have violated was not arbitrary, capricious or discriminatory.
 6. The Board gave the employee forewarning of the consequences or possible consequences if the employee did not obey the rule or order.
 7. When determining the degree of discipline, consideration will be given to the employee's service record and the nature of the offense.

ARTICLE VII - VACANCY AND PROMOTION, TRANSFER AND REASSIGNMENT AND REDUCTION IN FORCE

- A. The provisions of this Article shall not apply in such manner that would prohibit the Board from complying with applicable court orders.

B. Vacancy and Promotion

Notice of all openings for promotion and instructional vacancies shall be posted as necessary by the Superintendent or his designee for five (5) teacher work days during the regular school year or five (5) administrator work days during the summer, as the case may be, prior to the filling of the vacancy, in the district administration building and shall be transmitted to the building principal of each school, who shall post the notice in that school. Such postings shall include the kind of certificate necessary, and information concerning the securing and deadline for filing of the application. A copy of all vacancies shall be sent to the President of GCCTA by the district mail courier at least three days prior to the posting of said positions. A signature will be secured to validate delivery.

C. Transfer and Reassignment

The Board and the GCCTA recognize that the transfer of employees shall be the responsibility of the Board upon recommendation of the Superintendent. Any teacher who desires a change in grade and/or subject assignment in the following year or who desires to transfer to another school in the following year shall file, using a form furnished by the Superintendent, a written request to that effect in duplicate, one copy to be filed with the principal and one copy filed with the Superintendent. Such request shall be considered for the following school year and shall remain active only until the beginning of the school year following the school year in which filed.

Assignment of new teachers to positions in the school district shall be made after active requests for reassignment or transfer to such positions have been reviewed.

In making transfers, the Board will first review requests of volunteers. Lists of available positions in other schools shall be posted in each school.

No assignment of teachers to a specific position in the school district shall be made until all pending requests for reassignment or transfer to that position have been given due consideration. With all other factors being equal, District seniority shall be the deciding factor in assignments for voluntary transfers.

Teachers who have requested transfers or reassignments shall be notified in writing of the administration's action on said transfer or reassignment as soon as possible or immediately following the filling of a requested position.

D. Reduction in Personnel/Layoffs

In the event the School Board determines that the number of teachers must be reduced, written notice shall be provided to the GCCTA. For the purpose of this article, the non-renewal of an annual contract teacher at the end of his/her contract shall not be deemed a reduction in personnel. The following procedures shall be controlling:

1. Pursuant to Florida Statute Section 1012.33(5), within the program areas, subject areas in elementary schools, or other positions in which the reduction shall take place, the order of

layoff of employees within the affected positions shall be as follows: The employee with the lowest performance evaluations shall be the first to be released; the employee with the next lowest performance evaluations shall be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred.

2. In the event that two (2) or more employees have equal ratings on performance evaluations, the following additional criteria shall be used to determine the order in which reductions shall proceed:
 - a. Employees not holding certificates in the area in which they are teaching. This provision shall not apply to employees who have been teaching out of field during all or a portion of the two (2) school years prior to layoff.
 - b. Employees having the least amount of service in the Gadsden County School District; however District service prior to a hiatus of more than two (2) years in District employment shall not count as service for this purpose.
 - c. Employees with the lowest level of educational degree.
 - d. Employees with the least amount of service outside the District.

E. Involuntary Transfers

Involuntary transfers may occur due to staff reduction in a department and/or grade level within a school or the closing of an existing facility. The Board shall notify the Union within ten (10) days after the determination that involuntary transfers must occur.

Teachers transferred under this provision (Reduction in Personnel) shall not be again subject to involuntary transfers for a period of one (1) year unless extenuating circumstances exist which shall include, but not be limited to, funding, reduction in student population, and cancellation of programs. Should a position become available at the same school from which a teacher was involuntarily transferred due to a staff reduction, the teacher shall have the opportunity to request to return to such school, subject to all of the following conditions:

- a. The same or similar position needs to be filled no later than the end of the school year following the school year of the transfer.
- b. The position is in the same area of assignment from which the teacher was transferred.
- c. The teacher is certified for the position.
- d. The teacher is qualified for the position in the judgment of the Superintendent.

In cases in which more than one teacher has been involuntarily transferred from the same area of assignment, at the same school, and meet the above conditions, the teacher with the most seniority shall first be given the option to return.

The order of layoff of members of the bargaining unit shall be teachers having the least amount of teaching experience in the Gadsden County School System.

F. Recall

The School Board shall determine the positions in which recall will be made and the number of teachers to be recalled.

Teachers shall be recalled in the inverse order of layoff.

Notification of recall shall be made by certified mail to the address of record. Within ten (10) calendar days of receipt of the letter of recall, the teacher shall notify the District Personnel Office in writing whether he/she will accept reemployment. Failure to respond to the letter of recall within the required time automatically terminates the employee's right of recall.

G. Performance Issues/ Failing Schools

Before recommending an involuntary transfer based upon any performance problems, the Superintendent or his designee shall give notice of the performance problem(s) and time to address and respond to the concerns, and unless extenuating circumstances exist, the instructional bargaining unit member will be offered assistance and time to address and resolve the concerns. In addition, the following procedures shall apply:

a. Instructional bargaining unit members affected by recommendations for such an involuntary transfer which have been proposed for the upcoming year will be notified on or before May 1, unless extenuating circumstances exist.

b. A conference will be held, if requested by the instructional bargaining unit members, between the instructional bargaining unit member and the Superintendent and/or his/her designee to discuss the reasons for recommending a transfer, and to allow the instructional bargaining unit members the opportunity to present his/her side of the matter and his/her position regarding being transferred. Any instructional bargaining unit member attending a conference will have the right of Union representation upon the instructional bargaining unit member's request. A written report of the conference with an instructional bargaining unit member concerning a recommended transfer will be given to the instructional bargaining unit member within ten (10) working days of the conference.

c. The instructional bargaining unit members will receive written notice of the recommendation of the Superintendent of a transfer and will have the opportunity to appear at the School Board meeting at which the transfer will be presented for approval. Instructional bargaining unit members affected by involuntary transfer shall be notified in writing on or before July 1 unless extenuating circumstances exist which shall include, but not be limited to, absence of student performance data, school grades, funding, and reduction in programs.

Instructional bargaining unit members who are involuntarily transferred due to their assigned school being deemed as a failing school shall:

a. be given written notice of their transfer with reason specific to their teaching or students' performance evaluation.

b. be notified of their transferred assignment by July 1 unless extenuating circumstances exist which shall include, but not be limited to, absence of student performance data, school grades, funding, and reduction in programs.

ARTICLE VIII - TEACHER/STUDENT AUTHORITY AND PROTECTION

- A. Teachers shall not be required to perform tasks that would endanger their health or safety. In an emergency, teachers shall take necessary action to provide for the safety of themselves and their students and, as soon as possible, advise the site administrator of the situation.
- B. Each teacher shall assume such authority for the control of students assigned to him/her by the administrator, and shall keep order in the classroom and in other places in which s/he is assigned to be in charge of students.
 - a. Within the first five duty days of each school year, each teacher shall be provided with an online copy of the Gadsden County Code of Student Conduct and current Student Referral form and any additional disciplinary plan which may have been developed for his/her school.
 - b. Teachers may refer disruptive students to the office from the classroom with a referral slip provided by their administrator describing the behavioral problem when, in the judgment of the teacher, normal corrective measures have been ineffective in bringing about satisfactory improvement in the student's behavior. In emergency situations, the student may be sent to the office immediately with a written report to follow. Information on the disposition of the referral shall be provided to the teacher in a timely manner, and the status of the referral shall be provided upon request.
 - c. If a student is referred to the office because of continuing disruption, the administrator shall advise the teacher of the action taken in accordance with the Code of Student Conduct prior to the student's return to the classroom on that day. If a student demonstrates a pattern of continued disruption, the teacher shall be granted a review of the matter with the administrator and/or a discipline intervention team.
 - d. In Accordance with F.S. 1003.32 (4) a teacher may suspend (remove) a student from class. Under no circumstances shall a teacher suspend a student from school. A teacher may recommend a consequence to the principal when a disruptive student is sent to the principal's office and the principal must consult with that teacher prior to enacting lesser disciplinary action. A Placement Review Committee shall be formed for the purpose of determining placement of a student who has been suspended from a class in accordance with F.S. 1003.32 (4), (5), (6).
 - e. The Placement Review Committee shall include the following: Two teacher members of the committee one elected by the faculty and one appointed by the teacher referring student to the Committee, one member from the school's staff who is selected by the principal.
 - f. A teacher may appeal the decision of the Placement Review Committee to the District Superintendent.
 - g. Upon re-entry to school, an expelled student whose conflict was with a teacher shall not be returned to that teacher's class, except under unusual circumstances.

Any case of assault upon a teacher shall be reported promptly to the site administrator or a designee by that teacher or any other teacher observing or having knowledge of the assault. In cases involving assault by a student upon a teacher, where said teacher is determined by the Administration to be free from fault, and where said teacher has filed civil charges, the Board shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

The foregoing shall not require the Board to provide legal advice or counsel for the teacher or to incur, assume or bear any financial liability.

- C. When a principal provides written notification to a teacher that a written reprimand is to be filed in the personnel file of the teacher as a result of an action by the teacher, the teacher shall have the right to have present, upon verbal or written request, a representative of the GCCTA at a conference between the principal and the teacher prior to the filing of said written reprimand. Notice of GCCTA representation, at a conference between the principal and a teacher for the purpose of filing a written reprimand, must be presented to the principal prior to the conference enabling the principal to secure district representation for the conference, if desired. If either representative is not available for the conference, the conference shall be rescheduled to a time when representation is available. The teacher shall have the opportunity to make a written response to the written reprimand within ten days of receiving a copy. A copy of the response shall be made to the Principal or an appropriate administrator, to district Human Resources, and GCCTA. The Principal shall sign the written response upon reviewing. However, such signing does not indicate agreement but rather that the principal has seen the material.
- D. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment. No such materials may be placed in a teacher's personnel file that the teacher has not had the opportunity to see. A copy of the materials to be added to a teacher's personnel file shall be provided to the teacher either by certified mail return receipt requested or by personal delivery. A teacher shall sign any reviewed material. However, such signing does not indicate agreement but rather that the teacher has seen the material. In the event a teacher does not review and sign such material within two (2) working days after notification of the existence of such material, the material shall be filed in the personnel file. Upon request, a teacher, or any person designated in writing by the teacher, shall be permitted to examine the personnel file of such teacher. The teacher shall be permitted conveniently to reproduce any materials in the file, at a cost no greater than the fees prescribed in F.S. 119.07(1) . When verbal reprimand is deemed necessary, it shall be made out of public view and hearing of employee's, colleagues, students, and others.

Teachers shall have the right to place written materials, such as commendations or summaries of achievements of noteworthy nature, in their personnel files.

- E. The district is committed to a policy of "zero tolerance" on matters of student misbehavior, acts of violence or threatened acts of violence, and assault and battery on school personnel. Students who have committed such acts will be disciplined as prescribed in the Code of Student Conduct. It is recognized that it is the teacher's responsibility to pursue the prosecution of perpetrators of such acts as defined by Board policy.
- F. **Student Conduct Committee**
The Superintendent will establish a committee comprised of six (6) teachers appointed by GCCTA, the president of GCCTA, and three (3) administrators appointed by the Superintendent. The committee will be advisory in nature and will devise its own working procedure. The committee will address the following:
1. The Code of Student Conduct
 2. Uniform methods for enforcing behavioral expectations
 3. Effective methods for supporting administrators and teachers
 4. Effective methods for open communication with parents and methods for securing parental buy-in
 5. The committee shall make its recommendation to the Superintendent.

ARTICLE IX - GENERAL EMPLOYMENT PRACTICES

- A. In an effort to assure the safety of all students and employees, the Gadsden County School Board has developed and implemented a Drug-Free Workplace and Drug and Alcohol Testing Program. The Policies and Procedures governing the Drug Free Work place and Drug and Alcohol Testing Program will be strictly adhered to.
- B. For consideration for appointment to a teaching position in summer school, a teacher must file with the Superintendent on or before May 1 immediately preceding the summer session, a written application on a form to be furnished by the Superintendent. In making assignments of applicants to summer school instructional positions, the Board will take into consideration relevant factors including but not limited to the applicant's certification and/or competency in a given subject, or subjects, and current employment by the Board.
- C. In-service activities are designed to improve the professional growth of all teachers. In-service attendance shall be voluntary unless it is:
- mandated by the District School Board, or State/Federal Laws
 - required by the site administrator
 - mandated as a condition of employment.
- D. Instructional employees shall not solicit support of any political candidate, partisan or non-partisan, during regular work hours.

An instructional employee who offers himself/herself as a candidate for public office shall notify the Superintendent immediately upon qualifying for election. He/she shall conduct his/her campaign so as not to interfere with his/her responsibilities. Personal leave without pay may be taken during the campaign period. Such candidate shall adhere strictly to Florida Statutes governing political activity on the part of public officials and public employees.

A successful candidate for an office requiring a part-time responsibility shall report immediately to the Superintendent after the election and thereafter, when deemed necessary by the Superintendent or School Board, to evaluate the compatibility of the dual responsibility and the need for personal leave without pay.

All teachers shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

- E. Each instructional employee who resides in the District and is employed at least half-time, or who resides outside the District and is employed full-time shall have the opportunity to enroll his/her child(ren) in the school of choice, subject Gadsden County School Board Policy 5.20 entitled Student Assignment.
- F. The Association and the employer will work collaboratively to comply with any Federal or State law that has adverse impact on any bargaining unit member. A committee consisting of three members appointed by the bargaining unit and three members appointed by the Superintendent shall be established to work collaboratively to develop a district wide plan to develop implementation and guideline procedures relating to any federal or state law. This committee shall convene and shall report its findings to the School Board at a Board meeting. The committee shall be advisory in nature and devise its own internal working procedure. Shall the committee not convene and make its recommendations as required, the Board shall proceed as it deems appropriate in contractual matters that are mandatory subjects of bargaining in accordance with Florida Statute 447.

ARTICLE X - HOLIDAYS

The Bargaining Unit shall be granted up to six (6) paid holidays. Said holidays shall be those days designated as holidays by the Board, and shall include all such holidays granted at any time during the school year. Teachers who are under contract for less than 196 days shall be paid for the holidays which occur during their contract period.

ARTICLE XI - INSURANCE

- A. Board shall provide for each employee, without cost to him/her, group term life and dental insurance. The Board will contribute for each employee no less than seventy-five percent (75%) for Capital Health Plan Insurance monthly to be applied toward payment of the single rate premium for Hospital-Medical-Surgical insurance.
- B. The Board during the life of this Agreement may at its sole option increase or decrease any and/or all of the benefits provided under this plan notifying the GCCTA of any such increase(s) or decrease(s) at least thirty (30) days in advance.
- C. An insurance committee consisting of 3 members appointed by each bargaining unit and 3 members appointed by the Superintendent shall be established to investigate insurance alternatives and make recommendations to the Board and their respective members. This committee shall convene in January of each year and shall report its findings to each party prior to the regularly scheduled March Board meeting. The committee shall be advisory in nature and devise its own internal working procedure. Should the committee not convene and make recommendations as required, the Board shall proceed, as it deems appropriate in matters relating to its insurance provisions.

ARTICLE XII - PROFESSIONAL COMPENSATION

The basic salaries of teachers covered by this Agreement shall be set forth in Appendix A of this Agreement, which is based on each completed year of teaching experience. Instructional personnel who are rated needs improvement/developing, effective or highly effective will receive increases each year beginning with the first payroll check of the year as reflected in the currently adopted salary schedule. Supplemental salaries will be set forth in Appendix B and D

Teaching Experience

Any person employed as a member of the instructional staff shall hold a valid Florida Teaching Certificate except as noted elsewhere in policy. All instructional staff members shall be entitled to and shall enter into a written contract with the School Board as provided by law. All contracts shall be on forms prescribed by the Commissioner of Education. Any member of the instructional staff who is willfully absent from duty without leave shall forfeit compensation for the time absent, and the staff member's contract shall be subject to cancellation by the Board.

Each individual newly hired as instructional personnel by the Board must be awarded a one (1) year probationary contract. Upon successful completion of the probationary contract, the Board may award an annual contract. An annual contract may be awarded for instructional personnel who have successfully completed a probationary contract with the Board and have received one (1) or more annual contracts from the Board. An annual contract may be awarded only if the employee:

- A. Holds an active professional certificate or temporary certificate issued pursuant to F.S. 1012.56 and rules of the State Board of Education;
- B. Has been recommended by the Superintendent for the annual contract based upon the individual's evaluation under F.S. 1012.34 and approved by the Board;
- C. Has not received two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) annual performance evaluation rating of unsatisfactory within a three (3) year period, or three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under F.S. 1012.34.

A true signed copy of the contract shall be retained by the Board in the office of the Superintendent.

- A. For each teacher who enters a written contract in this district who was not employed in this district as of June 30, 2001, for the purpose of pay, the district will recognize and accept each year of full time school teaching service earned in the state of Florida or outside the state and for which the employee received a satisfactory performance evaluation. It shall be the responsibility of the teacher to provide the district personnel office with verification of such experience and proof of satisfactory performance.
- B. In order for credit for any such experience gained in any given school year to be so allowed, the same must be based on employment and efficient service in the same school system or institution of higher education for more than one half (½) of the duty days in that year.
- C. Each vocational teacher or other teacher qualifying for certification on the basis of nonacademic preparation may substitute for professional educational employment experience as above described, and subject to all applicable conditions hereinbefore set out, duly verified successful full-time paid work experience in the specific vocational

field covered by her/his teaching certificate. In the computation of such work experience, any amount of such work experience totaling more than six (6) months and occurring within the same twelve-month period shall be counted as one year.

D. Reemployment after retirement-

Reemployment after retirement- All retirees who remain unemployed for the appropriate time as defined by law and are reemployed with the school board will be placed on the salary schedule at the beginning years of experience of their appropriate degree level. Retirees will have the ability to move through normal step progressions for each year of service. Retirees who return to service with the school board will remain on annual contract status until their relationship with the district is severed.

ARTICLE XIII - MISCELLANEOUS

- A. This agreement shall constitute the full and complete understandings and commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement; provided, however, that nothing contained in this Agreement shall be construed to obligate either party to negotiate or bargain collectively with respect to any subject or matter whatever.
- B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted to the extent that it violated 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 provision.

ARTICLE XIV - TERMINAL PAY

- A. All payments made pursuant to this Article shall be subject to law and rules and regulations of the Florida State Board of Education.
- B. Terminal pay for accumulated sick leave will, except as hereinafter otherwise indicated, be provided to all full-time teachers at resignation without retirement, at normal retirement, when the teacher elects to participate in the Deferred Retirement Option Program (DROP), or to the beneficiary if such service is terminated by death. The sick leave days used in calculating the amount of such terminal pay shall not include any such days earned otherwise than in full-time service of this School District. Such terminal pay shall not exceed an amount determined as follows:
1. For the individual herself/himself, upon separation from such service by resignation without retirement, PROVIDED that he/she must then have been in the full-time creditable service of this School District for at least twenty (20) years: the daily rate of pay of the individual at that time multiplied by one hundred (100) percent times the number of days of accumulated sick leave.
 2. For the individual herself/himself, upon normal retirement, or DROP enrollment PROVIDED that he/she must then have been in the full-time creditable service of this School District for at least ten (10) creditable years, a sum determined by multiplying the individual's then current average daily rate of pay by her/his number of days accumulated sick leave, times a percentage figure depending on her/his number of years of such service, as hereinafter indicated:
 - After the 10th year.....50%
 - After the 11th year.....50%
 - After the 12th year.....50%
 - After the 13th year.....65%
 - After the 14th year.....70%
 - After the 15th year.....75%
 - After the 16th year.....80%
 - After the 17th year.....85%
 - After the 18th year.....90%
 - After the 19th year.....95%
 - After the 20th year.....100%
 3. For the beneficiary, upon the death of the individual in the service of this School District, a sum determined by multiplying the decedent's then current average daily rate of pay by her/his number of days of accumulated sick leave, times a percentage figure depending on her/his number of years of such service, as hereinafter indicated:
 - During the first 3 years.....35%
 - During the next 3 years.....40%
 - During the next 3 years.....45%
 - During the next 3 years.....50%
 - During the 13th year.....60%
 - During the 14th year.....65%
 - During the 15th year.....70%
 - During the 16th year.....75%
 - During the 17th year.....80%
 - During the 18th year.....85%

- During the 19th year.....90%
- During the 20th year.....95%
- During and after the 21st year.....100%

Such terminal pay, when paid upon registration without retirement, or upon normal retirement, shall be paid only where the individual's resignation or retirement is concurrent in time with her/his separation from the full-time service of this School District, unless the teacher is participating in DROP, and then only if he/she is resigning or retiring under favorable circumstances, and not, for example, if the individual is being or has been dismissed by the Board, or if proceedings for such dismissal are pending. Further, such payment shall not be made if, within three (3) calendar years preceding the individual's separation from the full-time service of this School District, the individual has or shall have been convicted, under the laws of the United States of America or any State thereof, of a felony. The plea of guilty in any court, of the decision of guilty by any court, or the forfeiture of a bond in any court of law, or the written acknowledgment of having so committed any such offense, duly witnessed and made to the Superintendent or his duly appointed representative or the School Board, shall, for the purpose of this Article, have the same effect as that of a conviction of the offense.

A teacher who participates in DROP will receive pay for accumulated sick leave as indicated above. The rate of pay for such leave shall be based upon the salary rate of the teacher at the time DROP begins. Such leave shall be paid in annual installments during each of the years of DROP participation. The initial payment will be made during the first month of DROP, with subsequent payments made during the retirement anniversary months. Leave accrued during DROP will be included in the final payment and will be paid at the salary rate of the retiring teacher upon separation from service according to provisions outlined applicable Florida Statutes.

A teacher who begins participation in DROP, but elects to cancel DROP shall, within six (6) months of the DROP cancellation, repay the Gadsden County School Board all sick leave pay previously received as a part of DROP. Such sick leave time when repaid, will be returned to the account of the teacher as if there had been no DROP participation.

- C. "Normal retirement", as used in this Article, shall mean retirement as defined in subsection 231.40(2), Florida Statutes, 1979.
- D. Terminal pay for accumulated sick leave paid to any person pursuant to this Article shall totally replace and be in lieu of any and all payments to which the recipient might otherwise be entitled pursuant to any rule or other provision by the Board relating to terminal pay for accumulated sick leave.

TERM OF AGREEMENT

Subject to applicable law, rules and regulations, this Agreement shall become effective when approved and ratified by the Board and the Bargaining Unit and signed by the parties, and shall continue in effect through June 30, 2022.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date last aforesaid.

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or legislative action, said provision shall be automatically deleted to the extent that it violated 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 provision.

The parties agree

- 10% increase to the minimum base salary or \$38,115 annual salary for full-time classroom teachers who are certified with a regular professional certificate, have a temporary certificate valid through June 30, 2021, or have a Statement of Eligibility valid through June 30, 2021, that states "Eligible for Teaching Certificate".
- 3% increase for other GCCTA-eligible full-time instructional personnel whose salaries currently exceed \$38,115 annually and who are certified with a regular professional certificate, have a temporary certificate valid through June 30, 2021, or have a Statement of Eligibility valid through June 30, 2021, that states "Eligible for Teaching Certificate." A minimum of a 3% salary increase would be provided for GCCTA-eligible full-time instructional personnel who meet the criteria for certification.
- For GCCTA-eligible full-time instructional personnel who are funded from categorical funds other than FEFP and Class Size Reduction in the General Fund will be funded at the applicable minimum base of \$38,115 or a 3% above their current salary if already in excess of the \$38,115. A minimum of a 3% salary increase would be provided for GCCTA-eligible full-time instructional personnel. These instructional personnel must meet the certification requirements of being certified with a regular professional certificate, have a temporary certificate valid through June 30, 2021, or have a Statement of Eligibility valid through June 30, 2021, that states "Eligible for Teaching Certificate." Payment for the salary increase would be expensed to the respective categorical funding source, including but not limited to VPK, Head Start, IDEA, and UNISIG.
- GCCTA-eligible full-time instructional personnel who are not certified would remain at the current salary level for 2020-2021. For the 2021-2022, instructional personnel who do not have certification will be paid as fulltime substitutes.
- Teachers whose certification would have expired June 30, 2020, but were granted an extension to December 31, 2020 by emergency executive order, shall be eligible for the teacher salary allocation adjustment from September 2020 through December 31, 2020 (1/3 of the year).

After ratification of this contract, the parties agree that once each calendar year of this Agreement that each party, may, at its sole option, upon written request made to the other party, reopen two (2) articles other than Appendix A, B, and C specifying such other articles so to be reopened

Gadsden County Classroom
Teachers Association

By: [Signature] 11/10/2020
GCCTA President Date

By: [Signature] 11/5/2020
Organizer Specialist Date

The School Board of Gadsden
County, Florida

By: [Signature] 10/30/2020
Chairperson Date

By: [Signature] 10/30/2020
Superintendent of Schools Date

By: [Signature] 10/30/2020
District Negotiator Date

APPENDIX A – PLACEMENT SCHEDULE

July 2020 – June 2021

GCSB INITIAL PLACEMENT SCHEDULE FOR NEW HIRES	2020-2021 Salary Schedule
0 – 3	\$38,115
4	\$38,115
5	\$38,115
6	\$38,115
7	\$38,115
8	\$38,393
9	\$38,934
10	\$39,475
11	\$40,015
12	\$40,556
13	\$41,097
14	\$41,638
15	\$42,179
16	\$42,719
17	\$43,260
18	\$43,775
19	\$44,290
20	\$44,805
21	\$45,320
22	\$45,835
23	\$46,556
24	\$47,277
25	\$47,998
26	\$48,719
27	\$49,440
28	\$50,161
29	\$50,882
30	\$51,603
31+	\$53,045

Gadsden County School District Proposed Performance Salary Schedule

	\$ Available for Teacher
	Pay Increase
For Performance Pay	
For COLA based on amount below per employee	\$0
TOTAL \$ Available	
Highly Effective Factor	
Enter ratio between Effective and Highly Effective	
NOTE: Must be between 0.5 and 0.75	
x- High Effective	
y-Effective	

* Highly Effective teachers who retain their PSC/CC status will receive \$1 less than above amount for Highly Effective teachers.

APPENDIX B – SALARY SUPPLEMENTS

The Superintendent will establish a committee comprised of three (3) teachers appointed by GCCTA, the president of GCCTA, and three (3) administrators appointed by the Superintendent. The committee shall be advisory in nature and devise its own internal working procedure. The committee will address the following:

1. Supplemental salary schedule to determine positions warranting supplemental pay,
2. Supplements to be paid for such positions,
3. And duties/expectations for supplemental positions.
4. The committee shall make a recommendation to the Superintendent.

*F.S. 1012.22(3) – Advanced Degrees – A district school board may not use advanced degrees in setting a salary schedule for instructional personnel or school administrators hired on or after July 1, 2011, unless the advanced degree is held in the individual's area of certification and is only a salary supplement.

APPENDIX B – SALARY SUPPLEMENTS

		2020-21	
Position	Activity	% of B-O	
Athletic Director	Senior High	5%	\$1,905.75
	Middle School	4%	\$1,524.60
Head Coach	Football - Sr. High	10%	\$3,811.50
	Football - Middle	9%	\$3,430.35
	Basketball - Sr. High	9%	\$3,430.35
	Basketball - Middle	6%	\$2,286.90
	Baseball - Sr. High	6%	\$2,286.90
	Baseball - Middle	4%	\$1,524.60
	Softball - Sr. High	6%	\$2,286.90
	Softball - Middle	4%	\$1,524.60
	Volleyball - Sr. High	6%	\$2,286.90
	Volleyball - Middle	4%	\$1,524.60
	Track & Field - Sr. High	6%	\$2,286.90
	Cross Country	6%	\$2,286.90
	Weightlifting - Sr. High	4%	\$1,524.60
	Wrestling - Sr. High	4%	\$1,524.60
	Track & Field - Middle	4%	\$1,524.60
	Golf	4%	\$1,524.60
	Tennis	4%	\$1,524.60
	Soccer	6%	\$2,286.90
Assistant Coaches	Football - Sr. High	7%	\$2,668.26
	Football - Middle	6%	\$2,286.90
	Basketball - Sr. High	6%	\$2,286.90
	Volleyball - Sr. High	4%	\$1,524.60
	Baseball - Sr. High	4%	\$1,524.60
	Softball - Sr. High	4%	\$1,524.60
	Track - Sr. High	4%	\$1,524.60
Other Positions	Band Director - Sr. High	6%	\$2,286.90
	if Chorus also, add	4%	\$1,524.60
	Choral Director - Sr. High	5%	\$1,905.75
	Band Director - Middle	5%	\$1,905.75
	if Chorus also, add	3%	\$1,143.45
	Choral Director - Middle	4%	\$1,524.60
	Band Director - Middle	3%	\$1,143.54
	Band Assistant	4%	\$1,524.60
	Majorette Sponsor - Sr. High	4%	\$1,524.60
	Varsity Cheerleader Sponsor - Sr. High	5%	\$1,905.75
	Jr. Varsity Cheerleader Sponsor - Sr. High	4%	\$1,524.60
	Cheerleader Sponsor - Middle	4%	\$1,524.60
	Special Olympics Coordinator	4%	\$1,524.60
	Newspaper Sponsor - Sr. High/Middle	3%	\$1,143.45

	Yearbook Sponsor - Sr. High/Middle	3%	\$1,143.45
	Student Council Sponsor - Sr. High	3%	\$1,143.45
	Student Council Sponsor - Middle	3%	\$1,143.45
Advanced Degrees	*Master's Degree		\$1,268.00
	*Specialist Degree		\$1,819.00
	*Doctorate Degree		\$2,481.00

*F.S. 1012.22(3) - Advanced Degrees - A district school board may not use advanced degrees in setting a salary schedule for instructional personnel or school administrators hired on or after July 1, 2011, unless the advanced degree is held in the individual's area of certification and is only a salary supplement.

APPENDIX C - TEACHER PAY CALENDAR

Teachers on ten (10) months contract will be paid in twelve equal payments. Payments will begin in September and end in June. Payments will be made on the 10th day of each month or the last working day before the 10th day of each month, except that the final two (2) installments will be issued on June 30. During any remaining years of this agreement, the School Board will determine the uniform pay date, based on the school calendar. No payment will be made for services prior to those services being performed, nor prior to all leave forms being received in the finance office.

TEACHER PAY CALENDAR FOR 2020-2021

September 10, 2020
October 9, 2020
November 10, 2020
December 10, 2020
January 8, 2021
February 10, 2021
March 10, 2021
April 9, 2021
May 10, 2021
June 10, 2021
June 17, 2021
June 30, 2021

APPENDIX D – OFFICIAL GRIEVANCE FORM
GADSDEN COUNTY SCHOOL DISTRICT
FOR BARGAINING UNITS

Name of Grievant(s):

Date Filed:

Position Assignment:

Worksite:

STEP I _____

STEP II _____ STEP III _____

STEP IV _____

Contract Citations:

Statement of Grievance:

Relief Sought

Signature of Grievant

FOR OFFICE USE

RECEIPT OF GRIEVANCE FORM

Grievance Number

Date Received

Signature of Receiving Official

Title

Distribution:
Grievant: 2 copies
Immediate Supervisor: 1 copy
District Office: 1 copy

APPENDIX E

Evaluation Committee

The Superintendent will establish a committee comprised of three (3) teachers appointed by GCCTA, the president of GCCTA, and three (3) administrators appointed by the Superintendent. The committee will be advisory in nature and will devise its own working procedure. The committee will address the following:

1. Review the Gadsden County Teacher Evaluation Model
2. Develop strategies for uniform implementation of the Teacher Evaluation Model
3. Recommend staff development activities deemed appropriate to ensure an effective working knowledge of the Teacher Evaluation Model
4. Recommend changes to the Teacher Evaluation Model aimed at improving uniform implementation
5. The committee shall make its recommendation to the Superintendent.

APPENDIX F

Facilities Committee

The Superintendent will establish a committee comprised of three (3) teachers appointed by GCCTA, the president of GCCTA, and three (3) administrators appointed by the Superintendent. The committee will be advisory in nature and will devise its own working procedure. The committee will address the following:

1. Study the current condition of the facilities of the district
2. Develop concerns and solutions to improve the health and safety of all staff and students
3. Recommend needed facilities improvements with the health and safety of all staff and students as the primary concern
4. The committee shall make its recommendation to the Superintendent.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GADSDEN COUNTY SCHOOL
AND THE
GADSDEN COUNTY CLASSROOM TEACHERS ASSOCIATION

The Gadsden County School District and the Gadsden County Classroom Teachers Association recognizes the need to preserve public trust by providing the best possible education and safest educational environment, even in these unprecedented times of the novel coronavirus (COVID-19) pandemic. Both parties express mutual appreciation for flexibility, understanding and patience.

Both the Gadsden County Public Schools (GCPS) and the Gadsden County Classroom Teachers Association (GCCTA)) recognize the importance of safely reopening schools to meet the educational needs of our community, our students, the District and its' employees.

Both parties also recognize the need to balance the operational needs of the school district with the health and safety needs of all employees. The following agreement, understandings, and protocols also contained in the *Gadsden County COVID-19 Reopening Handbook*, updated August 26, 2020, adheres to the COVID-19 pandemic Federal, State and local guidance.

This agreement shall represent the parties agreement, understanding, and protocols for the 2020-2021 school year:

- Responsibilities of Administrators and Supervisors
- Responsibilities of Employees
- Worksite Protective Measures
- Accommodations
- Cleaning and Disinfecting
- Exposure Situations and Quarantine
- Recordkeeping
- Confidentiality/Privacy and notification to employees
- Instruction (In-Person and Remote) and
- Leave(s)
- Teacher Preparation and Workload

1. ACCOMMODATIONS:

a. Employees who may be at higher risk from COVID-19 exposure based on an underlying medical condition identified on the CDC list or over 65 years old, may notify their Principal or Administrator. The employee may be asked to provide documentation that supports their claim that they are in a higher risk category. Upon confirmation that the employee is in a higher risk category, the Principal or Administrator will discuss with the employee possible reasonable steps to modify the work environment of the employee in order to further reduce the risk to the employee

b. Nothing in this provision affects the employee's or the School District's rights and responsibilities under the ADA or any other law or regulation governing employees with disabilities.

2. Teachers expressing the need for effective instructional assistance shall be provided professional development and the request will not be used against them in their evaluation.

a. If a teacher is teaching face to face and distance/remote at the same time, the class should not exceed the Florida State class size amendment of 18, 22 and 25 students.

2. LEAVE PROVISIONS AND QUARANTINE:

a. Provide instructional personnel paid leave under the provisions of the Families First Coronavirus Response Act (FFCRA). These guaranteed federal leave provisions will be utilized prior to members of the bargaining unit using any other leave provisions.

3. SAFE ENVIRONMENTS:

a. The district will ensure that each worksite has adequate cleaning supplies, including disinfecting materials and hand sanitizer unless there is a supply chain shortage that terminates the district's ability to replenish supplies. In the event of a supply chain shortage the district will take reasonable and appropriate measures to ensure the safety of employees and students.

b. Members of the bargaining unit are not required to clean or sanitize classrooms or common areas; however, these supplies will be readily available for their use if they desire to use them. Employees whose job descriptions include cleaning are exempt from 3.b.

c. Supplies brought into the school must meet the standards of Safety Data Sheets.

d. When social distancing cannot be adhered to, it is required that students, staff, visitors, and vendors wear a face covering consistent with School Board policy 2.91.

1. Employees may provide and use their own personal face coverings.

2. The District will provide every employee with cloth masks upon request and it is the employee's responsibility to bring a mask to work each day.

e. Members of the bargaining unit may send a student to the clinic or the designated area after notifying administration any time that a student displays symptom(s) on the Daily Symptoms Checklist.

- f. The District Reopening Plan including all district protocols for training and cleaning will be accessible from the main page of the Gadsden County Public Schools website.
- g. Protocols for when members of the bargaining unit will be required to quarantine will be established and shared with members of the bargaining unit.
- h. When a virtual option is not available, administrators will make every effort to schedule face-to-face staff meetings or professional development in spaces that provide six (6) feet social distancing.
- i. Teachers will be given 48 hours to prepare for students returning from remote learning to in-person instruction.

4. EVALUATIONS:

- a. Without finalized evaluations in 2019-2020 there are no final evaluations for instructional staff or 2020-2021 and Pay for Performance is suspended for 2020-2021 as per DOE guidance.

5. REMOTE INSTRUCTION DURING QUARANTINE:

- a. When employees are subject to Federal, State or local quarantine or isolation orders related to COVID-19, the ability to work remotely rather than take leave will be granted under the following conditions:
 - 1. If the quarantine affects only the individual, classroom teachers may be permitted to teach from home with a substitute providing the supervision.
 - a. The teacher maintains all responsibility for planning, instructional activities, communication with parents/families, assessing student performance, providing feedback and all expectations as if the teacher were in a traditional setting.
 - b. The teacher will continue to have his/her regular planning time and duty-free lunch.
 - c. The teacher will work their contractual seven and one third (7.33) hour day. The teacher's workday and daily schedule will mirror the student day as if instruction were at the school site.
 - d. If the teacher is not able to meet the expectations of distance learning during quarantine, he/she should request to use sick leave or consider applying for a leave of absence.
- 2. If the quarantine affects only the individual, non-classroom teachers who are serving the Online students or whose work may be conducted through Google Classrooms and/or Canvas will be approved to work from home at the principal's discretion.

3. When a quarantine impacts the entire class, school, or district, classroom teachers will teach students remotely on Google Classrooms and/or Canvas. Online Non-Classroom teachers may work remotely providing direct services to students and teachers through Google Classrooms and/or Canvas unless the district determines that the job cannot effectively be performed remotely over longer periods of time.

a. There is no expectation that members of the bargaining unit communicate with parents or students outside the workday; however, they should respond to parent requests within one (1) workday.

b. Members of the bargaining unit can use an approved district platform to communicate with students, parents and staff in lieu of cellphone.

c. Preference for any full-time virtual teaching schedule will be given to members of the bargaining unit who are considered high risk.

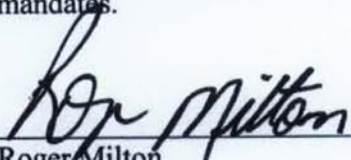
d. Members of the bargaining unit will be held harmless for any malfunction of equipment provided the malfunction was not caused by negligence.

6. REPORTING-

- a. The supervisor shall send a symptomatic individual home and report the employee to the Crisis Response Team Chairperson.
- b. Once an individual is confirmed positive for COVID-19, the Health Department will be responsible for notifying employees on the campus of close contact with a confirmed case of COVID-19.
- c. This information will be communicated to all employees within 24 hour of the Crisis Response Team or school being notified of a confirmed positive case or a case of a symptomatic employee or student is sent home.
- d. Once an individual is confirmed positive for COVID-19 an employee must obtain clearance from the Gadsden County Health Department or test results to return to work, the district will cover all costs of additional leave days not covered and all medical expenses, COVID-19 testing or any other requirements related to obtaining the written clearance.
- e. Once an individual is confirmed positive for COVID-19, the Health Department and will be responsible for determining the length of any quarantine, conducting contact tracing, and notifying student's families of close contact with a confirmed case as soon as possible.

This MOU shall be in effect until June 30, 2021, or on the date the Governor orders schools to reopen. Both parties recognize that the guidance upon which the PreK-12 remote learning plan has been drafted is subject to change and agree to revisit or modify the MOU, if needed, based

upon updates or changes to CDC guidance or FLDOE guidance, or state or local government mandates.



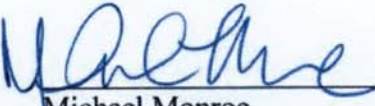
Roger Milton Date
Superintendent

 9/24/20

Judith Mandela Date
President, GCCTA

 9/24/2020

Rocky Pace Date
Chief Negotiator

 9/24/2020

Michael Monroe Date
Organizing Specialist, FEA