

COLLECTIVE BARGAINING

BETWEEN

**The School Board of
Gadsden County**

And

**Gadsden Educational Staff
Professional Association**

20112-20123 Contract

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ARTICLE I RECOGNITION

- A. The Board hereby recognizes the GESPA as the exclusive collective bargaining representative for a unit of non-instructional employees of The School Board of Gadsden County I Florida described as follows:
1. INCLUDED: All full-time and regular part-time non-instructional employees of the Gadsden County School District in the following positions: Maintenance Worker, Custodian, Custodial Assistant, Food Service Worker, Bus Driver, Bus Attendant, Educational Paraprofessional, Assistant Secretary, Clerical Worker, District Receptionist, Warehouse Supervisor's Secretary, Assistant Food Service Manager, and District Secretaries not designated as confidential.
 2. EXCLUDED: Director of Transportation; Director of Facilities; Supervisor of School Food Service; Food Service Manager; Vehicle Service Supervisor; District Finance Account Clerk; Administrative Assistants; Warehouse Supervisor; Office Managers; District Executive Secretaries to Superintendent, Deputy Superintendent, Assistant Superintendents, and Director of Instruction, Coordinators of Instructional Materials, School Food Service and Personnel; and all other full-time and regular part-time District employees not listed as included in the bargaining unit.
- B. Whenever used herein, the term "employee" shall mean any employee who is included in the foregoing appropriate unit.

ARTICLE II NEGOTIATION PROCEDURE

- A. In negotiating this Agreement, neither party shall have control over the selection of the representatives of the other party. However, the number of representatives per team shall not exceed five (5). Throughout negotiations, the chief negotiators shall sign all tentative agreements. There shall be six (6) signed copies of the final agreement. Four (4) copies shall be retained by the Board and two (2) copies retained by the Union.

- B. Following tentative agreement of the contract, the Board agrees to print a maximum of three (3) draft copies per work site for GESPA to distribute to its bargaining unit members for the purpose of ratification. The cost of printing shall be at the expense of the Board.
- C. Negotiation sessions not involving third party neutrals shall begin at a mutually agreed upon time. When it is necessary for a negotiation session to take place during normal working hours, only the members of the bargaining team shall be granted leave-in-line-of-duty. Such leave may include time for travel from the member's work site to the session site.
- D. Primary access to this Contract shall be through an electronic version that shall be available on the District and Association websites. A limited number of copies shall be printed at the expense of the Board within sixty (60) days after ratification for new employees and for administrative purposes. The Board also shall furnish fifty (50) copies to GESPA for its use.

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 provisions of paragraph A., above, a grievant may file an EEOC charge while the grievance is in progress 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. Representation and Appearances.

1. An employee shall choose at Step 1 and Step 2 whether to be represented by GESPA or to represent him/herself. GESPA 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 GESPA present at any meeting involving the grievant called to discuss such a resolution.
3. Time spent by grievant and GESPA 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 1

3. 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

4. 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 Superintendent's 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 2, the Superintendent's designee shall communicate his/her Step 2 written

decision to the grievant and/or representative or otherwise resolve the grievance.

STEP III

5. 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

6. 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

7. Arbitration
 - a. If the grievance has not been satisfactorily resolved at Step III, GESPA 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 an 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.
8. 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.
9. Precedent – No complaint informally resolved, or grievance resolved at either Step I or II, shall constitute a precedent for any purpose unless agreed to in writing by the Board and GESPA.

- F. 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.
- G. 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.
- H. 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.
- I. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

**ARTICLE IV
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Use of facilities
GESPA and its representative shall have the right to use the Board's work sites and equipment in accordance with the applicable provisions of Gadsden County School Board Policy 9.30 entitled Use of Facilities. When fees are required, they will be assessed to GESPA for payment based on the fee schedule recommended by the Superintendent and approved by the School Board of Gadsden County.
- B. Communication to Employees
 - 1. Bulletin Boards. GESPA shall have the right to post notification of activities and matters of GESPA concern on a designated bulletin board at each work site. The designated bulletin board will be established by mutual agreement of the site administrator and the president of GESPA.
 - 2. GESPA shall have the right to use any intra-school communications system, the inter-school mail and e-mail systems (based on server availability), and mailbox distribution system. Distribution of materials shall be in compliance with procedures agreed upon by the site administrator and GESPA and the rules and policies of the Board. These communication systems shall not be used to transmit or display materials if the content of which relates to election

campaigns for public office. In the event that the Board must collect postage for GESPA's use of the district inter-mail system, GESPA will be responsible for the payment of all such postage and cooperatively work out procedures for such payment.

C. Information Provided to GESPA

1. Reports Provided to GESPA: The board shall provide GESPA 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 date.
2. GESPA Access to District Policies and Rules: GESPA shall have access to District policies and rules and Board agendas and shall be notified of changes of such policies and rules when site administrators and other District Administrators are notified of such changes and at least five (5) days prior to the implementation, if feasible. The site administrator shall provide the site representative with one (1) copy of any district policy or rule requested by the site representative.

D. Upon appropriate authorization by any employee, the board will directly deposit the employee'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 employee's salary into the Envision Credit Union.

E. The Board shall deduct from the pay of each employee all current membership dues and uniform assessments of the GESPA, provided that at the time of each such deduction there is in the possession of the Board a valid signed membership form provided by GESPA for each such deduction, executed by the employee, in the form and according to the terms of the membership form. Membership shall continue year after year unless revoked by the employee. Authorization for dues revocation is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgement of GESPA 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 at the beginning of the pay period no fewer than 30 calendar days from the date of the employee's submission of the completed Dues Revocation Form to the Payroll Office.

1. Any employee may authorize dues deduction by presenting to the Board on or before September 10 of the applicable school year a signed membership form authorizing the Board to deduct from the employee's salary an amount certified in writing by the GESPA to the Board, on or before September 1 of the applicable school year, as being due to the GESPA from each member thereof as membership dues for that fiscal year, which amount shall be evenly divisible by ten (10) and deducted monthly beginning with the September pay check and continuing consecutively until ten (10) deductions

have been made presenting said membership form to the Board after September 10 and at the 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 employee's completed membership form. Sums so deducted from the employee's remaining salary checks shall be as nearly equal in amount as practicable. Provided, however that any employee whose employment begins after September 10 of the applicable school year may apply for such dues deduction, if the appropriate completed membership form is received by the Board not later than thirty (30) days after the beginning of the employee'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 and remitted to the Big Bend Service Unit.

2. The District will provide GESPA with one payroll deduction slot for the purpose of deducting premiums (after tax) for companies participating in the benefits programs sponsored by GESPA through the NEA Member Benefits Program. All deductions shall be made on a twelve month basis using a mutually agreeable form to be provided by GESPA and transmitted to the common remitter selected by GESPA or its affiliates for such purpose as a single check amount to the remitter each payroll period. GESPA 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.
3. The GESPA 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 the Article.

F. 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 of 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. Representatives of the Board and GESPA will meet upon the written request of either party during the term of the contract at a time convenient for both parties for the purpose of reviewing the administration of this contract and to resolve problems that may arise. These meetings are not intended to bypass the negotiations or grievance procedures.

H. Temporary Duty for GESPA Activities

1. Work Responsibilities and Temporary Duty for the GESPA President.

a. It is the joint responsibility of the President, GESPA, and the District to limit the impact of the President's responsibilities and accompanying temporary duty on the President's work site through the following measures:

- 1) Work interruptions for GESPA business shall be minimized through the use of E-mail, voice mail, answering machine, call forwarding, where available.
- 2) GESPA shall make available to the District a list of site Association representatives with whom employees may conduct GESPA business during the workday. The parties shall strive to limit the time during the President's hours used to conduct GESPA business. Not more than fifteen (15) minutes of the President's normal working hours will be used to conduct GESPA business, in addition to lunch or break time which the President may use for this purpose. If the President has reason to expect that pending issues will require additional work time, the President shall request one or more hours of temporary duty leave for such purposes.

2. The GESPA President or designee shall be provided up to twenty (20) days of temporary duty each fiscal year to conduct GESPA business or carry out GESPA activities.

I. The Board may grant employees leave-in-line-of-duty each fiscal year as described below to carry out GESPA activities.

1. Legislative Committee – A legislative committee comprised of five (5) members appointed by the GESPA President shall be allowed three (3) days during the Legislative Session to lobby for educational concerns benefiting the Gadsden County School District.
2. 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.
3. Summer Leadership Training. Up to six (6) members of the GESPA Executive Board shall be granted up to a total of eighteen (18) days to attend Summer Leadership Training programs.
4. Collective Bargaining Committee. A list of members of the GESPA bargaining committee shall be provided to the Board's negotiator by April 1 of each year. Such members shall be provided temporary duty for negotiations under the provisions of Article II, Section C of the Contract.
5. Other GESPA Activities. Authorized GESPA representatives may request temporary duty to meet with employees at their work site for up to two hours to address GESPA business, provided the authorized representatives report

their presence to the work site administrator or his/her designee and meet in a non-work area during the employee's duty-free time.

6. GESPA Committee Representation. The GESPA President may appoint a GESPA representative(s) to any committee(s) appointed by the School Board that has an effect, long-term or short-term, on its membership. These shall include but not be limited to budget, compensation, sick leave bank, capital outlay, and staffing. Membership on committee(s) is advisory in nature.
- J. Paid leave for GESPA Activities – Each year of this contract, representatives of the GESPA may be granted up to a total of ten (10) days of paid leave to conduct GESPA business provided the following conditions are met:
1. An employee 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 employee's absence would significantly impede the operation of the work unit, and under no circumstances shall the leave be denied after the leave has been duly authorized and approved by the administrator.
 3. No more than two (2) employees may be absent from any faculty on any day on such paid leave.
 4. No more than ten (10) employees in the district may be absent on such paid leave on any day.
 5. Except for the president of the GESPA, no employee may be absent on paid leave for GESPA activities for more than ten (10) days.
 6. The School Board, in conjunction with the GESPA, shall be responsible for tracking the amount of paid leave taken for GESPA activities.
- K. During the regular workday, the Executive Director of Big Bend Service Unit of the Florida Education Association and/or the president of GESPA may visit bargaining unit employees 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 GESPA business.

ARTICLE V

EMPLOYEE RIGHTS, PROTECTION AND RESPONSIBILITIES

- A. Pursuant to the Florida Public Employees – Collective Bargaining Act, as amended, *Florida Statutes* 447.01 et seq., the Board hereby agrees that every employee shall have the right to freely join and participate in any employee organization of his/her own choosing and to negotiate collectively, through a certified bargaining agent, with his/her public employer in the determination of the wages, hours, terms and conditions of his/her

- employment, and to engage in concerted activities not prohibited by law and/or school board policy, for the purpose of collective bargaining. While the Board understands and agrees that it will not interfere with, restrain, or coerce employees in the exercise of any rights conferred by *Florida Statute 447* or encourage or discourage membership in any employee organization, or refuse to bargain collectively, fail to bargain in good faith, or take action against any employee because he/she has filed charges or given testimony under *Florida Statute 447*, the Board reserves the right to communicate with its employees as it deems necessary and appropriate.
- B. The employee, upon written request, shall have the right to review and reproduce the contents of the personnel file, being accompanied by a representative of the GESPA, if desired, and in the presence of the administrator responsible for the safekeeping of such file.
 - C. Unless otherwise provided by Florida Statute 1012.31, the personnel file of each employee shall be open to inspection only by the School board, the Superintendent, the supervisor, the employee and such other person(s) the employee or the Superintendent may authorize in writing.
 - D. No derogatory material shall be placed in an employee's personnel file that the employee has not had the opportunity to see. An employee shall sign any reviewed material. However, such signing does not indicate agreement but rather that the employee has seen the material. In the event an employee does not review and sign such material within five (5) working days after notification of the existence of such material, the material shall be filed in the personnel file.
 - E. Any case of assault on an employee shall be promptly reported to the principal or his designated representative. The Board agrees to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident with law enforcement and judicial authorities.

Employees hired to assist with students with special behavioral problems will be made aware of the personal risk. The involvement of law enforcement will be at the discretion of the building administrator.

- F. The School Board shall have the right to take disciplinary action against its employees for just cause. Just cause shall be defined to mean:
 1. Prior to taking official action, the board or its designee made an effort to determine if the employee violated or disobeyed a rule or order of management.
 2. The Board or its designees conducted an investigation to determine 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 her/his 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.
- G. Each 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 or her child (ren) in the school of choice, subject to Gadsden County School Board Policy 5.20 entitled Student Assignment. In no instance will the child(ren) interfere with the performance of the employees' assigned duties.
- H. Nothing contained within this Contract shall be construed to deny or restrict any employee's rights that he/she may have under Florida School Laws or other applicable State or Federal laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- I. The employee shall be entitled to full rights of citizenship, and no religious or political activities of any employee or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employees. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless it interferes with the performance of his or her prescribed duties.
- J. The Board agrees that it will in no way discriminate against any employee covered by this Contract because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, physical characteristics or disability.
- K. The Board will repair or reimburse employees the current value of any clothing or other personal property damaged or destroyed as a result of battery upon the employee suffered in the course of his/her assigned duties, unless such loss is covered by insurance or reimbursement obtained from other sources. Written requests for reimbursement may be submitted to the employee's immediate supervisor. Such requests shall be governed by procedures developed by the Board.

- L. Each work site shall, when feasible, notify employees of emergency phone calls immediately upon their receipt, and make reasonable efforts to place other phone messages in an employee's mailbox within thirty (30) minutes of their receipt.

ARTICLE VI LEAVE

Each employee must, for any absence from his/her work, secure official permission in advance, and no action purporting to grant leave retroactively shall be recognized. Leave for sickness or other emergency which was verbally approved in advance may be deemed to have been granted in advance if the employee makes to his/her principal or other immediate supervisor, at the earliest practicable time on the first day that he/she returns to work after such absence, a proper written report and explanation of the absence.

A. Sick Leave

1. Each member of the non-instructional staff employed on a full-time basis shall be credited with four (4) days of sick leave at the end of the first month of employment and shall thereafter be credited with one additional day of sick leave at the end of each month of service.
2. Sick leave may be taken by any non-instructional employee who is unable to perform his/her duties as such because of his/her own illness, or because of the illness or death of his/her father, mother, brother, sister, husband, wife, child or other close relative, or member of his/her own household, and who consequently has to be absent from his/her work.
3. Sick leave may not be used prior to the time it is earned and credited to the employee.
4. The employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during each year of employment.
5. Sick leave shall be taken only when necessary because of sickness as herein prescribed.
6. A member of the non-instructional staff may transfer sick leave earned as an employee with another Florida school district.
7. Sick leave shall be cumulative from year to year, without limitation on the number of days of sick leave that may accrue to an employee: and provided, further, that at least one-half of such cumulative leave must be earned with this school district.
8. 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.

9. Sick Leave Transfer to a Family Member. An employee may transfer earned sick leave to a spouse, sister, brother, parent, or child who is employed by the District under the provisions of District Policy and related procedures.

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 non-cumulative.

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

Any full-time employee shall be entitled to illness-in-line-of-duty leave when she/he has to be absent from her/his duties because of illness from any contagious or infectious disease contracted therein. Any employee 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 fiscal year, subject to the provisions of Section 1012.63, F.S.

Where the amount of compensation payable hereunder for injuries, accidents or other disabilities which would entitle the employee to compensation under the provisions of the Florida Worker's Compensation Law, exceeds the amounts payable under said compensation law, payments hereunder shall be made for the difference between the amount paid under said Florida Workers' Compensation Law and the amount otherwise due under the provisions of this section.

D. Temporary Duty

1. Any person who is sponsoring or participating in a school-sponsored activity;
2. Any person who is sent to an out-of-county meeting by the Superintendent or another authorized county official, to represent Gadsden District; and
3. Any person who is loaned to another county for special assignment such as evaluations and plant surveys.
4. Any GESPA member, who is an elected voting delegate to the Annual FEA Delegate 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 GESPA president in order to secure leave for this purpose.

E. Leave for Jury Duty and/or Court Processes

For court appearances or duty performed, pursuant to court process, by an employee during school work hours, the employee 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 received 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. In all of the above circumstances, when, prior to 11 a.m., the employee is dismissed or excused by the court, the employee shall promptly return to work that day.

F. 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 who 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 category of FMLA leave as described in District Policy.

G. Parental Leave

Any employee 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 employee 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 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 employee and approved by the Board.

H. Outside Employment

Employees who are on Board approved leave of absence shall not accept employment elsewhere unless written approval is granted in advance by the Superintendent of Schools. Acceptance of other employment without such approval shall cancel the leave and may subject the employee to disciplinary action.

I. Vacation Leave; lump sum payment for accrued vacation leave.

1. All personnel employed full-time on a twelve-month basis will be allowed in each fiscal year vacation leave which may be taken at any time during the year as approved by the Superintendent; and in amounts as follows:
 - a. During the first ten (10) years of the employee's full-time service for this School District, twelve (12) days per fiscal year. Such vacation leave may be cumulative up to a maximum of twenty (20) days.
 - b. During and after the eleventh (11th) year of the employee's full-time service for this School District, eighteen (18) days per fiscal year. Such vacation leave, taken together with vacation leave accumulated in previous years, may be cumulative up to a maximum as defined by Florida Statute.
2. Subject to law and applicable rules and regulations, a lump-sum payment for any accrued vacation leave will be made to each employee upon termination of employment or upon retirement, or to employee's beneficiary if service is terminated by death. The amount of such lump-sum payment will be computed by multiplying the daily rate of pay of the employee at the time of such termination, retirement or death by the number of accrued vacation leave days which the employee has at that time, up to a maximum as defined by Florida Statute. In such computation, accrued vacation leave days may be counted whether earned before or after the effective date of this rule.

J. Abandonment of Position

Except in case of extreme emergency (sudden incapacitation, sudden illness, or accident which prevents prior approval for absence), if an UNREPORTED ABSENCE is for three (3) consecutive workdays, the School Board, upon the recommendation of the School Administrator and Superintendent, may consider the employee to have abandoned the position and resigned from the School District.

K. Employees Voluntary Sick Leave Bank

1. Membership - Any full-time employee, having been employed by the School Board for at least one (1) year and having at least five (5) days accrued sick leave at the end of the preceding year, may enroll in the Sick Leave Bank by voluntarily contributing one (1) sick leave day to the bank

between August 15 and September 15 of any fiscal year. An eligible employee is defined as a person employed in a non-instructional position designated by the School Board as full time.

A participating employee shall contribute one (1) sick leave day at the time of enrollment and one (1) additional day each employment year thereafter. Should the Bank need replenishment, an additional day may be assessed of persons desiring to continue participation, with two (2) days maximum contribution per year. An exception to the two (2) day maximum shall be considered in the case where a participating employee is suffering a medical hardship. In this case, employees may contribute additional days over the maximum amount.

A day is defined as the number of hours of work per day shown in the GESPA Agreement.

2. Establishment and Duration - The Sick Leave Bank will not come into existence until at least 150 sick leave days have been contributed and will remain in existence until termination by the Board or it is discontinued because of depletion of sick leave days.
3. Sick Leave Bank Committee - The Sick Leave Bank Committee shall be composed of two (2) employees, two (2) members appointed by the Superintendent and the following ex-officio members: GESPA President and one (1) School Board member. The Committee shall determine how many days, if any, an employee may receive from the Sick Leave Bank. The Committee will develop routine procedures for considering applications for use of the Sick Leave Bank including, but not limited to:
 - a. provision of standard forms for participating in or withdrawal from the Bank by an employee;
 - b. provision for medical documentation of need;
 - c. provision for monitoring eligibility of an employee;
 - d. provision for monitoring of days in the Bank and determination of when a replenishing of the Bank may be needed;
 - e. provision for investigation of possible abuse of the Bank; and
 - f. provision for furnishing the parties with status reports on the condition of the Bank on an annual basis.
4. Changes in Procedures -- Changes in procedures for administration of the Sick Leave Bank will be subject to approval of the Association and the Board's representative.
5. Participation -- Participation in the Sick Leave Bank is voluntary.
6. Utilization of Days -- Use of days from the Bank will be subject to the following conditions:
 - a. The claim must be based on a personal and catastrophic illness, injury, or accident.

- b. Prior to eligibility, an employee must exhaust all accumulated sick leave and other types of leave granted by the Board related to the accident, illness, or injury.
- c. An employee may not utilize more than sixty (60) days from the Bank without reapplication to the Committee for a further draw on the Bank. Such reapplication will be subject to all conditions which would apply to an original application.

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- d. The salary of an employee participating in the Sick Leave Bank will be reduced by any benefits drawn from Worker's Compensation.
 - e. An employee otherwise eligible for full disability retirement will not continue to utilize the Sick Leave Bank.
7. Abuse -- Allegations of abuse of the Sick Leave Bank will be investigated by the Committee which will submit a report of its investigation to the Board and the Association including a recommendation for appropriate action, if any. The School Board will consider the report and recommendation prior to taking such action on the matter as it deems proper.
- L. Unpaid Leave
Personal leave is that leave granted for non-work related reasons and does not entitle an employee to pay except as is provided in Article IV.
- M. Policies and Procedures Governing Unpaid Leave
- 1. Unpaid Leaves of Ten (10) Days or Less. The immediate supervisor and Superintendent must approve a request for personal leave of ten (10) days or less before it is taken.
 - 2. Unpaid Leaves of More Than Ten (10) Days.
 - a. An unpaid leave of absence for more than ten (10) days may be granted at the discretion of the School Board, upon affirmative recommendation of the Superintendent, provided that a qualified replacement is available. Except under compelling circumstances, such leave shall not be granted to probationary employees.
 - b. Application for such leave must be made at least thirty (30) days prior to its commencement and shall include information regarding the purpose and length of the leave. In the interest of continuity in the instructional program, such leaves shall normally be taken in semester increments.
 - c. Leave granted under this section shall be limited to two (2) years within a five-year period with the following exception:
An employee who wishes to serve in public office may request an exception of the two (2) year unpaid leave limitation in accordance with the provisions of this section.
 - d. Reasons for such leave shall include personal health problems, including rehabilitation and regeneration. Employees may accept gainful employment during such leave to include, but not be limited to, Peace Corps, religious reasons, VISTA, and work with other government agencies.
 - e. An employee granted a leave under this section shall notify the site administrator in writing of his/her intent to return or seek additional leave as follows:
 - 1. For leaves granted for the first semester, thirty (30) work days prior to the end of the semester; or

2. For leaves granted for the second semester or one school year, no later than March 1.
3. 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.
4. Family Medical Leave - Employees requesting unpaid leave for serious personal or family illness are entitled to continued 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 educational support personnel's own serious health condition.

ARTICLE VII PERFORMANCE APPRAISAL

The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration. The evaluation process is designed to assess and communicate performance effectiveness, to aid in improving performance of assigned duties, and if necessary, to develop a performance improvement plan to assist in addressing deficiencies for the employee whose performance is not satisfactory. The process is not to be used as a vindictive measure.

- A. An annual performance assessment shall be made of each employee by his or her immediate supervisor or the superintendent's designee. The period covered by the annual evaluation shall coincide with an employee's school year/fiscal year contract.
- B. Within two (2) weeks after the beginning of employment, or as soon thereafter as practicable, each employee shall be given a copy of the non-instructional assessment criteria or the appropriate form to be used. This distribution shall be followed by an explanation and discussion of the assessment process.
- C. The supervisor shall schedule a meeting with the employee to discuss the Annual Performance Assessment no later than fifteen (15) days after the completion of the evaluation period or by June 30, whichever is earlier. Each completed assessment form for the employee and all copies of it shall be dated and signed by the immediate supervisor and the employee, with the employee receiving one copy. The employee's signature indicates only that he/she has read the completed form, and not necessarily that he/she agrees with the assessment. The employee may attach any written comments to any written assessment within ten (10) days of the assessment review meeting.
- D. If the assessment indicates that the employee is not performing in a satisfactory manner, the immediate supervisor or the superintendent's designee shall provide assistance to the employee in correcting the areas of poor performance within a reasonable prescribed period of time.
- E. The process of performance assessments of each employee shall continue throughout the duration of her/his employment, with each assessment subject to amendment whenever such amendment shall, in the opinion of assessor, be justified, and may be based on any information that is available to him/her at the time assessment is made.
- F. "Needs Improvement" or "Unsatisfactory" Evaluations.
 1. "Needs Improvement" Evaluation.
 - a. An employee who receives an overall "Needs Improvement" evaluation shall be provided a Professional Development Assistance Form within ten (10) days of such receipt that contains at least the following information:
 1. a description of the performance that needs to be improved;
 2. the performance improvement desired;
 3. assistance to be provided the employee including supervisory feedback, training, etc;
 4. length of time within which to achieve the improvement; and

5. possible consequences for failure to improve performance.
 - b. An employee, excluding employees within their first 97 days of employment, shall be provided a total of at least sixty (60) days or until the end of their work year whichever comes first, within which to improve performance to a "Satisfactory" level. The employee's performance shall be reevaluated within ten (10) days of the conclusion of the performance period.
 - c. Annual salary increases shall not be withheld based on a "Needs Improvement" evaluation.
2. "Unsatisfactory" Evaluation.
 - a. An employee who receives an overall "Unsatisfactory" evaluation shall be provided a Professional Development Assistance Form within ten (10) days of such receipt that contains at least the following information:
 1. a description of the unsatisfactory performance;
 2. the performance improvement desired;
 3. assistance to be provided the employee including supervisory feedback, training, etc;
 4. length of time within which to achieve the improvement; and
 5. possible consequences for failure to improve performance.
 - b. An employee shall be provided a total of at least forty (40) days, or until the end of their work year whichever comes first, within which to improve performance to a "Satisfactory" or "Needs Improvement" level. The employee's performance shall be reevaluated within ten (10) days of the conclusion of the performance period.
 1. If, at the end of such period, an employee's performance continues to be evaluated as "Unsatisfactory", the supervisor may provide the employee with up to an additional forty (40) days to improve to a "Satisfactory" or "Needs Improvement" level, or may proceed to terminate the employee's appointment.
 2. If, at the end of such period, an employee's performance is evaluated as "Needs Improvement", the supervisor will continue to evaluate the employee under the procedures in F, 1, above.
 3. An employee whose performance is evaluated as "Unsatisfactory" shall not receive a salary increase during the period that such evaluation is in effect. If an employee's evaluation improves to "Satisfactory" or "Needs Improvement" during a period of no more than forty (40) days after the effective date of a salary increase, the employee shall be provided the salary increase on a prorated basis from the date of such evaluation.

ARTICLE VIII

TRANSFER AND REASSIGNMENT, LAYOFF AND RECALL

TRANSFER AND REASSIGNMENT

1 Definitions

- A. Reassignments defined – A reassignment is movement of an employee from one position to another at the same work site.
 - B. Transfer defined – A transfer is movement of an employee from one work site to another.
 - C. Seniority defined – Seniority is defined as the total number of years the employee has been continuously employed by the Gadsden County School Board.
 - D. Qualifications: No employee shall be required to re-qualify for a position when seeking a transfer or reassignment to a position of equal qualifications.
2. Voluntary reassignment will be accomplished in the following manner:
- A. Employees desiring reassignment may submit a written request to the facility manager during the vacancy period as posted.
 - B. All employees submitting the written request for reassignment within the worksite where a vacancy exists will be interviewed first.
 - C. The worksite manager will take the voluntary reassignment request for the position(s) available, and make a final determination among the candidates based on the following:
 - 1. Qualifications,
 - 2. Length of service in the district,
 - 3. Preferences of those requesting voluntary reassignment and,
 - 4. An interview.
 - D. Employees who are reassigned shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.
3. Voluntary transfers will be accomplished in the following manner:
- A. Employees desiring voluntary transfer will submit a copy of a transfer form to the employee's immediate supervisor, and the district personnel office, during the vacancy period as posted.
 - B. All employees submitting transfer forms shall be interviewed following those employees who submitted reassignment forms.
 - C. The work site manager will take the voluntary transfer list and the list of positions available, making final determination based on the following:
 - 1. Qualifications,
 - 2. Length of service in the district,
 - 3. Preferences of the voluntary transfers and,
 - 4. An interview.
 - D. Employees who are voluntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.

- E. Paraprofessionals who are employed in a Title 1 program and fall under the guidelines of ESEA will be given priority to interview for vacancies to other work sites rather than meet additional requirements placed on Title1 employees.
4. When involuntary transfer(s) in a school or department is necessary, the following procedure shall be followed:
- A. The Superintendent shall determine the areas of reduction in specific departments.
 - B. Volunteers shall first be considered. Volunteers shall be transferred provided there is a school or program that is entitled to an employee with the volunteer's qualifications and the volunteer is approved by the receiving facility manager.
 - C. When there are not enough volunteers, involuntary transfers may be made. An involuntary transfer list shall be made based on the length of service in the district with the lowest in length of service being transferred first.
 - D. A list of positions with necessary qualifications to fill each position will be made from all school or departments needing additional employees. Said list will be made available to all who are being transferred involuntarily.
 - E. Involuntary transfers will indicate their preference of the available positions.
 - F. The Superintendent will take the involuntary transfer list and the list of positions available, making assignments based on the following:
 - 1. Qualifications,
 - 2. Length of service in the district,
 - 3. Preferences of the involuntary transfers and,
 - 4. An interview.
 - G. In the event that no position exists for which the involuntary transfer is qualified, the employee will be placed in layoff according to Article VIII.
 - H. Employees who are involuntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.
5. A volunteer is qualified if:
- A. He/she is currently employed in a position with the same job classification; or
 - B. He/she has met the same requirements as specified on the job description.
6. A hiring freeze shall be in effect within that category while the involuntary transfer process is in progress.

Reduction in Personnel

In the event the School Board determines that the number of employees must be reduced, written notice shall be provided to GESPA. For the purpose of this article, the non-renewal of an

annual status employee at the end of his/her contract shall not be deemed a reduction in personnel. The following procedures shall be controlling:

LAYOFFS

1. The School Board shall determine the departments, programs, areas, schools, work locations, and/or classifications in which the reductions or layoffs of employees shall take place.
2. Before laying off permanent status employees, the School Board will place permanent status employees in positions within the same job classification held by annual status employees.
3. The order of layoff of members of the bargaining unit shall be employees having the least amount of experience in the Gadsden County School District within the affected job classifications.

RECALL

1. The School Board shall determine the positions in which recall will be made and the number of employees to be recalled.
2. Employees shall be recalled in-the inverse order of layoff.
3. It shall be the responsibility of the employee to keep the Board informed of a current mailing address where a letter of recall can be sent. Letters of recall will be mailed by certified mail to the employee to the last address provided to the Board. Failure to respond to the letter of recall within ten (10) days after the receipt will be considered a resignation and the employee shall have no further right to recall.
4. If the employee has not been recalled within twelve (12) months, the layoff shall be considered permanent.

ARTICLE IX GENERAL EMPLOYMENT PRACTICES

- A. Notice of all openings and vacancies shall be posted by the Superintendent or his designee for five (work days) days prior to the filling of the vacancy, in the district administration building and shall be transmitted to all work-site supervisors, who shall post the notice at the site. A copy of all vacancies shall be e-mailed or sent to the GESPA President prior to the five day posting notifying GESPA of all vacancies.
- B. For consideration for appointment to a summer employment position, an employee must file with the Superintendent on or before May 1 of each year, a written application on a form to be furnished by the Superintendent. In making assignments of employees to summer positions, the Board will take into consideration relevant factors including but not limited to continuous employment by the Board.
- C. A person employed to fill a full-time position shall be appointed to that position on probationary status for a period of six (6) months. A probationary employee is entitled to all benefits provided a regular employee including the right to become or not to become a member of the union.
- D. Employees may be dismissed from a position in which they hold probationary status at anytime without the necessity for the showing of cause.

- E. For the first three years of employment, non-instructional personnel can be non-renewed at the end of a contractual year without specifying cause. After three (3) consecutive years of active employment and a recommendation for the fourth year, non-instructional personnel shall be classified as permanent employees.
- F. A permanent status person promoted within a job class shall serve in the higher classification on probationary status for three (3) months. The employee shall retain permanent status in the lower classification unless dismissed for cause for other than unsatisfactory performance. A permanent status person who voluntarily transfers to another job class shall serve in the new position on probationary status for three (3) months after which he/she will be granted permanent status.
- G. A permanent employee's status shall continue from year to year unless the Superintendent terminates the employee for just cause or the Superintendent reduces the number of employees on a district-wide basis for financial reasons.
- H. 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.
- I. Employees under contract who admit they have an alcohol and/or drug problem, or who test positive, will be required to complete a substance abuse rehabilitation program at an authorized rehabilitation center. Accrued sick leave, vacation, short term disability benefits and leave of absence may be used for the period of time the employee is in rehabilitation. The School Board, with the cooperation of the employee, will make a one-time attempt to rehabilitate the employee prior to any job action being taken.

ARTICLE X

EMPLOYEE DISCIPLINE AND PERSONNEL FILES

Provisions of this article shall not pertain to probationary employees.

- A. The Superintendent, acting through his/her designees, may discipline employees for just cause. Just Cause shall be defined as:
 - 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 or violate any provision of the Department of Education Code of Ethics, prior to taking official action or,
 - 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 her/his 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.
- B. Representation at Investigatory Discussion. When an employee is requested to appear before a site administrator/supervisor for the purpose of discussing matters that could be expected to lead to discipline or dismissal, the employee is entitled to have a representative present, upon request. An employee shall be notified at least forty-eight (48) hours in advance of such meetings, unless the seriousness of the matter dictates a shorter period of twenty-four (24) hours advance notice, and shall be advised of his/her right to have representation at the meeting. This provision shall not apply to meetings related to the employee assessment process described in Article 7 except for meetings that may be held to discuss a Professional Development Assistance Form related to an overall "Unsatisfactory" or "Needs Improvement" evaluation under Section C.
- C. Disciplinary Procedures - Suspension without Pay and Dismissal. When disciplinary action in the form of suspension without pay or dismissal is proposed, an employee shall be provided the procedural safeguards described below. These procedures include providing the employee with a "Predetermination Notice" (Section C 1.), an opportunity for a "Predetermination Conference" (Section C 2.), and a "Notice of Recommended Final Action" (Section C 3.)
1. Predetermination Notice: Form and Delivery.
 - a. The employee shall be provided a written "Predetermination Notice" of the proposed action by personal delivery or certified mail, return receipt requested, at least ten (10) days prior to the date the action is to be taken. An employee may be suspended temporarily with pay, however, without such prior notice, until a decision is rendered and effective in the evidentiary hearing described in Section D, below.
 - b. The "Predetermination Notice" shall be signed by the site administrator/supervisor who is authorized by the Superintendent to discipline employees and shall include the following contents:
 1. The disciplinary action proposed and its effective date.
 2. The specific charges or reasons for the action, including identification of any documents and witnesses on which the charges are then known to be based.
 3. A statement advising the employee that he/she may, within five (5) days of receipt of the "Notice," submit a request in writing on a form enclosed with the "Notice" for a "Predetermination Conference" in order to make an oral or written statement, or both, to the Superintendent's designee to refute or explain the charges made against the employee. The "Notice" shall state that failure of the employee to submit

the written form requesting a "Conference" within five (5) days constitutes a waiver of his/her rights to such "Conference" and that in the absence of a response, the proposed disciplinary action shall become effective as proposed in the "Notice."

4. The "Notice" shall give the name and address of the person with whom the request for a "Predetermination Conference" shall be filed. The "Notice" shall advise the employee that the "Conference" will be held prior to the proposed effective date of the action, at a time and place determined by the Superintendent's designee, normally during regular business hours.
 5. A statement that the Superintendent and the Board are sincere in their desire to reduce the risk of error in taking the disciplinary action against the employee and to avoid wrongful damaging of the employee's reputation by untrue or erroneous charges, and therefore, the Superintendent and the Board are sincerely interested in receiving and considering the employee's response.
 6. A statement advising the employee of his/her right to representation at the "Predetermination Conference."
2. Predetermination Conference.
- a. The "Conference" shall be conducted by the Superintendent's designee who shall recommend action to the Board concerning the employee.
 - b. The "Conference" shall be set on at least five (5) days notice, and accommodation shall be made to insure it is conducted at a time and in a manner mutually agreed upon by both parties. .
 - c. The person conducting the "Conference" shall convene the "Conference" at the time and place set and shall identify himself/herself, the employee and all other participants, and explain that the purpose of the "Conference" is to hear all sides of the charges so as to protect the employee from erroneous or arbitrary adverse action.
 - d. The "Conference" shall be formal. Its purpose shall be to discuss the basis of the proposed action and to reach a recommendation for final action. The Rules of Evidence shall not apply. The employee and the Board may bring a qualified representative to assist or advise him/her.
 - e. In order to promote an atmosphere conducive to free and open discussion of the charges and proposed disciplinary action, the parties may not cross-examine unwilling persons – managers or employees. The Superintendent's designee is responsible, however, for gathering information relevant to his/her decision and may, therefore, question anyone present in order to gather such information. In this regard, the Superintendent's designee shall ask

questions of a party or witness, as requested by either party, in an area that is relevant to the decision.

- f. The employee shall be permitted to submit relevant information personally and by witness, orally and in writing, with the privilege being reserved by the Superintendent's designee to give that information such weight, as he/she deems proper.
 - g. At the conclusion of the "Conference," the Superintendent's designee shall inform the employee when he/she will recommend whether to uphold the proposed disciplinary action.
3. Notice of Final Action.
- a. The Superintendent or designee shall notify the employee of his/her decision in writing by personal delivery or by certified mail, return receipt requested. If the decision is to uphold the proposed discipline, the "Notice of Recommended Final Action" must be provided to the employee at least five (5) days prior to the date the discipline is to be effective.
 - b. The "Notice of Recommended Final Action" shall specify the facts relied upon by the Superintendent's designee in reaching his/her decision, and shall refer to the policies, rules, laws or other legal basis on which the action is premised. The "Notice" shall endeavor to place the employee on actual notice of the decision-maker's rationale.
 - c. The "Notice of Recommended Final Action" shall also describe the employee's right to have the decision reviewed through an evidentiary hearing (see Section D, below). If the employee does not request an evidentiary hearing, the recommended final action will become Final Action when acted upon by the School Board. The Board or its designee will issue a Notice of Final Action within 5 working days of Board action.
4. Period between Notice of Final Action and Effective Date of Action. During the period between the issuance of the "Notice of Final Action" and the effective date of any disciplinary action, the employee shall be expected to perform his/her usual duties without disrupting fellow employees, or other persons or the employer's activities. If it is deemed highly desirable or necessary that the employee not continue to perform the same duties in the same location during this period, the Superintendent or designee may temporarily assign the employee to other duties. Alternatively, an employee may be suspended with pay, as provided in Section C, 1.a.
5. No Reprisal. An employee who participates in these disciplinary procedures shall not be subjected to reprisal, interference, or coercion as a result of such participation.

D. Post-Determination Hearing.

1. A permanent employee who is suspended without pay or dismissed and who has participated in a "Predetermination Conference" and received a "Notice of Final Action" as described in Section C, 2 and 3., above, shall

be entitled to a *de novo* evidentiary hearing in accordance with the procedures outlined in the Florida Administrative Procedures Act, Chapter 120, Florida Statutes. An employee must elect in writing to proceed with such a hearing within fourteen (14) days of receipt of a "Notice of Final Action" (see Section C. 3. c, above.)

2. An employee who prevails in a post-determination hearing shall be entitled to back pay, less mitigating earnings; legal interest; other equitable relief, including correction of personnel records; and reasonable attorney fees and costs. The amount of any monetary award for back pay, interest, and attorney fees shall be determined by the Board, in the exercise of its discretion, based upon the evidence submitted.
- E. **Public Reprimand.** An administrator shall not reprimand an employee in the presence of the employee's colleagues, teachers (other than the supervising teachers), or in the presence of students or the parents of such students. When reprimand or criticism is deemed necessary, it shall be made with discretion and out of public view and hearing.
- F. **Personnel Files.**
1. An employee shall have the right to review the contents of all records of the Board pertaining to the employee originating after initial employment and to have a representative of GESPA accompany him/her in such review. Other examination of an employee's file shall be limited to qualified supervisory personnel, except that GESPA representatives, with an employee's permission, may review such files when necessary for contract administration purposes or to provide the employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.
 2. Material relating to work performance or other matters that may be cause for discipline originating after initial employment must be reduced to writing within 45 days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the material before being placed in an employee's personnel file. The employee shall be given an opportunity to review and sign the material. The employee's signature shall acknowledge that the employee has reviewed the material but shall not be interpreted to indicate his/her agreement with its contents. Complaints against the employee shall be put in writing with names of complainants, administrative action taken, and remedy clearly stated. The employee may respond in writing to any material, including complaints, which response shall be attached to the file copy of the material in question.
 3. All recommendations shall be based solely on the contents of the employee's personnel file.

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%)** ~~Three Hundred Sixty Eight Dollars and Forty Seven cents (\$368.47) for Blue Cross Blue Shield (Employee contribution \$150.93) and Three Hundred Thirty Three Dollars and one cent (\$333.01) for Capital Health Plan Insurance (Employee contribution \$118.64)~~ 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 HOURS AND WORKING CONDITIONS

- A. The employee work year shall be as indicated in the chart below:

| CODE | JOB TITLE | STATUS | HRS. PER DAY |
|------|-----------------------|---------------------|--------------|
| | Ass't Secretary | 10 Month – 195 days | 8 |
| * | Ass't Food Service Mg | 10 Month | 6.5 – 8 |
| * | Bus Driver | 10 Month - 180 days | 2 – 8 |
| * | Bus Attendants | 10 Month – 180 days | 2 – 8 |
| | Routing Specialist | 12 Month – 240 days | 8 |
| | Custodian | 12 Month – 240 days | 8 |
| | District Receptionist | 12 Month – 240 days | 8 |
| | District Secretary | 10 Month | 8 |
| * | Food Service Worker | 10 Month – 183 days | 2 – 7.5 |
| | Custodial Assistant | 11 Month – 214 days | 8 |
| | Maintenance Employees | 12 Month – 240 days | 8 |
| | Ed. Paraprofessional | 10 Month – 191 days | 7.5 |
| | Warehouse Employees | 12 Month – 240 days | 8 |

(*) These positions carry a range of hours as indicated. Hours are designated based on specific position need.

For the 2011-2012 school years, a committee consisting of 3 members appointed by GESPA and 3 members appointed by the Superintendent, shall be established to review working conditions and make recommendations as needed. The committee shall be advisory in nature and shall devise its own internal working procedure. The committee shall convene in October and shall report its findings to the chief negotiators before December 31.

A. Compensatory Time. Compensatory time shall be granted when the following provisions are met.

1. Earning of Compensatory Time.

- a. Pursuant to the provisions of the Fair Labor Standards Act and pertinent CFR provisions, the Board may choose to offer compensatory time, at a rate of one and one-half hours for each overtime hour worked, in lieu of overtime compensation, for time spent by employees engaging in duties beyond the normal contractual day causing them to work beyond their normal work week (40 hours).
- b. Compensatory time is not actually accrued and available for use until the end of the work week during which the additional hours were performed. Further, while long-term additional duties beyond the normal work weeks may be pre-approved by a supervisor and/or a representative of the Superintendent for administrative convenience, compensatory time for carrying out such long-term, extra duties only accrues and becomes usable on a weekly basis at the end of each work week in which the employee carries out the extra duties extending beyond the normal work week;
- c. Federal law applicable to this bargaining unit's members presently authorized the accrual for compensatory time up to 240 hours; however, the District supervisors shall make every reasonable effort to limit the number of accrued compensatory time hours to 40. Notwithstanding the intention of the parties to manage and restrict compensatory time hours in this manner, employees must either be allowed to continue to accrue compensatory time beyond 40 hours up to the maximum allowable number of 240, or be paid overtime wages at one and one-half times their normal pay rate whenever their supervisors ask or expect them to take additional duties that cause them to have an accrued balance of more than 240 hours of compensatory time, the District must pay appropriate overtime wage compensation for all compensatory hours accrued beyond 240;
- d. The nature and extent of employee assignments beyond the normal workday for which compensatory time will be granted shall be determined by the site administrator consistent with the provisions of this Contract.
- e. Compensatory time accrual shall apply to activities, such as faculty meetings, bus duty beyond the normal workday, parent-teacher organization meetings, school open houses and other extra, school related activities that require employees to carry out additional duties beyond their normal work day/work weeks.

2. Use of Compensatory Time.

- a. Consistent with the parties' stated goal of restricting the accrual of compensatory time to a maximum of 40 hours, site administrators shall approve all reasonable employee compensatory time leave requests unless

doing so would demonstrably create an unavoidable burden upon the function of the site administrator's operation;

- b. The District may, at its discretion, substitute the payment of overtime wages, at a rate of no less than one and one-half times the employee's normal hourly rate, for accrued compensatory time;
- c. Accrued compensatory time shall remain available for the employee's future use and cannot be forfeited or otherwise determined to have lapsed;
- d. Within the first 30 days of the employee contract year, each site administrator shall provide to employees at the site a copy of the plan for implementing compensatory time at that site that is consistent with the provisions of this section.
- e. Upon an employee's termination, resignation, retirement or separation from employment for any reason, accrued compensatory time shall be converted to into overtime wages and paid to the employee at a rate of not less than one and one-half times the regular rate of compensation.

B. An employee shall be given written notice of his/her employment status for the forthcoming school year/fiscal year no later than the final day of the employee's school year/fiscal year contract. In the event changes in an employee's appointment are proposed, the employee affected shall be notified promptly in writing. The employer reserves the right to adjust hours of work to meet program needs.

C. Work Break and Lunch Period.

1. Work Break. Employees shall be granted one fifteen (15) minute break near the middle of each four (4) consecutive hour work period. Unused work breaks shall not be accumulated nor shall work breaks be scheduled at the beginning or end of a work shift.
2. Lunch Period. An unpaid duty-free lunch period of at least thirty (30) minutes shall be provided for any employee scheduled to work more than four (4) consecutive hours.

D. Cafeteria workers and assistant managers who were certified by the Florida School Food Service Association during the prior school year shall be paid \$150.00 bonus in August of the new school year, provided they are reemployed and included on the current membership roster of the Florida School Food Service Association.

1. One lunch is provided for school food service employees for 180 school days. One breakfast is provided for school food service employees who work in the breakfast program.
2. The School Board will provide three uniforms for all cafeteria employees.

E. Transportation Employees

1. Bus drivers shall be paid for actual time worked.
 - a. All bus drivers will be hired for a minimum of four (4) hours including one (1) hour for related duties. In the event the actual driving time exceeds three (3) hours plus one (1) hour for related duties, the driver's salary shall be based on actual driving time plus one (1) hour for related duties.
 - b. Definitions
 1. "Driving time" is defined as that time necessary to drive a school bus from a central storage location or residence to the first student pick-up of the route and from the last drop-off to the appropriate parking location.

2. "Related duties" is defined as any duty assigned or required that does not fall under the definition of driving time.
 3. "Reposition" is movement of a bus driver from one route to another during the school year or during rerouting in the summer months.
 4. "Medically complex children" are children who are health impaired that have a physical condition that is chronic in nature.
2. Days and hours of other transportation employees will be recommended by the Supervisor of Transportation.
 3. Field Trip Procedures
 - a. Employees may be employed in addition to their regular duties to drive school buses for field trips and other extracurricular activities, providing they hold the proper license. Regular bus drivers will be paid at a rate of \$9.00 per hour, if paid from school internal accounts, and \$15.00 per hour for all grants, but not less than school internal accounts rate and substitute drivers will be paid at a substitute rate for field trips and extracurricular activities.
 - b. Bus drivers wishing to drive for field trips and other extracurricular activities may be considered by completing a request to be placed on a list for field trips or other extracurricular activities. Bus drivers who request that their names be placed upon such a list will be selected to drive in order of seniority. Each driver on the list will be offered an opportunity to drive for field trips or extracurricular activities before repeat drivers are offered additional trips.
 - c. There will be two (2) documented attempts over a period of two (2) days to contact a driver. If an answering machine is contacted, a message will be left to call the Transportation office. In the event of less than two days notice of a field trip is given, management will use the first available driver according to the seniority list. Drivers who cannot be contacted because of the short notice will not lose their regular rotation.

In the event of a short notice (two hours prior to the trip) the next eligible driver may reject without losing their position on the roster. Except in cases of emergency, in the event a bus driver fails to show for a scheduled field trip, he/she shall forfeit his/her position on that field trip roster for one rotation. Operators who fail to report for assigned trips or who regularly reject trips without legitimate reasons shall be counseled concerning whether they wish to remain on the list. Continuation of either practice shall cause an operator to be deleted from the list. In addition they will not be allowed to make up the trip they failed to show for.

- d. Management has the right to pass over drivers that would earn overtime if assigned a field trip at that time. Drivers passed over will not lose their regular rotation.
- e. All trips assigned for the previous month will be posted in the Transportation Department by the tenth of the month. Postings will show persons assigned, hours, dates and number of trips taken.
- f. When a driver's turn for a field trip occurs during regular working hours, a substitute must be placed on that route. If the regular driver is out past midnight, the substitute is to return for the A.M. route. The driver is to report for the P.M. route.
- g. Trips are to be issued by geographic area unless other wise requested.
 - a. Work in geographic area

- b. Work district wide
- 4. Transportation positions available for summer employment for bus drivers shall be filled as follows:
 - a. Available positions shall be posted at each work site as soon as practical prior to the beginning of summer for bus drivers.
 - b. Applicants from within the school system shall be afforded the first opportunity to apply for the available positions.
 - c. Seniority among current employees shall be the determining criteria for the filling of the available positions. If a driver is assigned a position and a grant position later becomes available a driver may apply in writing for the posted grant position.
 - d. Management reserves the right to assign drivers the routes involving medically complex children without regard to seniority. Medically complex children are defined as children who are health impaired children that have a physical condition which is chronic in nature. Criteria for selection of such drivers shall be experience transporting medically complex children and/or special training relating to providing services to medically complex children.
- 5. Repositioning of drivers:
 - a. Employees desiring to reposition may submit a written request to the Supervisor of Transportation when an open route becomes available.
 - b. The Supervisor of Transportation will make a determination of the repositioning of drivers based on the following:
 - 1. qualifications
 - 2. length of service to the district as a bus driver
- 6. Bus drivers who serve as Lead Drivers will be paid ten percent (10%) above the salary to which they are otherwise entitled.
- F. The Association and the employer will work collaboratively to comply with any Federal or State law that has an 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 XIII 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 employees at resignation without retirement, at normal retirement, 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, 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 of 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 resignation without retirement, or upon normal retirement, shall be paid only where the individuals resignation or

retirement is concurrent in time with her/his separation from the full-time service of this School District, except those employees enrolled 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, or 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.

- C. "Normal retirement," is defined as having 10 years of creditable service and age 62; or 30 years of creditable service regardless of age (this can include credit for up to 4 years of military service). For those employees who elect to participate in DROP, compensation will be disbursed according to School Board Policy.
- D. Terminal pay for accumulated sick leave paid to any person pursuant to this Article XIII 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.

ARTICLE XIV PROFESSIONAL COMPENSATION

The basic salaries of employees covered by this Agreement shall be set forth in Appendix A of this Agreement. Salaries shall be paid to the employee on a monthly basis.

- A. Classroom Coverage. An employee may be placed in charge of a classroom under the following circumstances:
 - 1. An employee may be assigned to a classroom for up to two hours when the unanticipated absence of a certified teacher requires such classroom coverage. If an employee is assigned to provide such coverage for more than two hours during a day, the site administrator shall compensate the employee for the total hours worked during the day in this capacity under the provisions of paragraph 2 below. In circumstances of unanticipated absence that extend beyond two hours, site administrators shall, consistent with other staffing needs, assign one employee to provide coverage during the entire period rather than two or more employees at various times throughout the day. Site administrators shall, where possible, assign for this purpose only those employees who have indicated an interest in receiving such assignments.
 - 2. When a teacher notifies a site administrator that s/he is sick, going to be on personal leave, or on temporary duty, an employee may be assigned as a substitute teacher. Administrators shall, consistent with other staffing needs, assign one employee to provide coverage during the entire period of absence rather than two or more employees at various times throughout the period. Site administrators shall, where possible, assign for this purpose only those employees who have indicated an interest in receiving such assignments. If the employee is assigned to provide such coverage for more than two hours during a day, the employee will be paid one and one-half times

their regular hourly rate of pay or at the current substitute teacher rate, whichever is greater, for the total time worked as a substitute, including any time worked during the day in the status described in paragraph A above.

- B. Automobile Allowance: An employee covered by this Contract who uses his/her automobile for School Board business shall be compensated for such travel at the current rate established by the Board. Such mileage reimbursement shall not include routine travel to or from the employee's home and an assigned work location. In order to receive mileage reimbursement, the employee must complete the proper forms and have the proper authorization as provided in Board policy.
- C. Employees who are required to be on call District-wide and carry an emergency phone that significantly restricts their freedom of movement and may necessitate their returning to the work site may use their assigned county vehicle to travel between their home and regular work site as well as to travel to the site of any emergency during the days that they are assigned such district-wide on-call assignment.
- D. Employees who are required to participate in Staff Development outside their regular workday will be compensated at their hourly rate of pay, including overtime where applicable.
- E. Employment after retirement – Beginning July 1, 2008 all retirees who remain unemployed for the appropriate time as defined by law and are reemployed with the School Board to appropriate positions as defined by F.S. 121.09 (9) (b) (3) will be placed on the salary schedule at Step 0 for their appropriate job assignment. 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 XV AMENDMENT AND DURATION

- A. Entire Agreement.
 - 1. The parties acknowledge that during the negotiations resulting in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Contract. This Contract constitutes the entire agreement between the parties and concludes collective bargaining for its term, subject only to a mutual agreement by the parties to modify the Contract. Such changes shall be reduced to writing, ratified and signed by the parties, and shall become an amendment to this Contract.
 - 2. The Board and GESPA each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the

parties at the time they negotiated or signed this Contract. As an exception to this provision, the parties will enter into negotiations that are necessary to address changes in terms and conditions of employment mandated by State or federal legislation.

- B. If a provision of this Contract is declared illegal or invalid by a court of competent jurisdiction, or rendered invalid by reason of subsequently enacted legislation, such action shall not invalidate the remaining provisions. In the event of such occurrence, the parties to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for the part declared illegal or invalid.
- C. This Contract shall be effective on the date of its ratification by both parties and shall remain in full force and effect through June 30, 201~~23~~²³. New provisions shall be effective on the date of ratification unless a provision provides otherwise by its terms. Renegotiations for the 201~~23~~²³-201~~34~~³⁴ year shall begin by mutual agreement of both parties.

For the GESPA

For the District School Board of Gadsden

Chief Negotiator

Chief Negotiator

President

Superintendent

Team Member

Chairman

Team Member

Team Member

Team Member

Team Member

Date

Date

**APPENDIX A-1
GUIDE TO POSITIONS FOR APPENDIX A:
NON-INSTRUCTIONAL SALARY SCHEDULE,
DISTRICT/SCHOOL LEVEL, 2011-2012**

| | |
|---------------|--|
| PAY GRADE 1: | Educational Aide, Clerical Assistant, Media Assistant, Parent Liaison, ESE Self Help Assistant-No College |
| PAY GRADE 2: | Educational Paraprofessional, Clerical Assistant, Media Assistant -AA Degree or Equiv. |
| PAY GRADE 3: | Educational Paraprofessional, Clerical Assistant, Media Assistant -Bachelors Degree |
| PAY GRADE 4: | Custodial Assistant, Bus Attendant |
| PAY GRADE 5: | Lead Custodian, Mechanic I, Warehouse Worker, Maintenance Assistant |
| PAY GRADE 6: | Bus Driver |
| PAY GRADE 7: | Cafeteria Worker |
| PAY GRADE 8: | Assistant Cafeteria Manager |
| PAY GRADE 9: | Receptionist-Xerox, Assistant Secretary |
| PAY GRADE 10: | Secretary I |
| PAY GRADE 11: | Secretary II |
| PAY GRADE 12: | Routing, Parts & Inventory Specialist, Maintenance Worker |
| PAY GRADE 13: | Parts Manager, Mechanic II, |
| PAY GRADE 14: | Audio Visual Equip. Technician, Boiler Mechanic, Electrician, Plumber, AC/Refrig.- Mechanic, Fire & Safety Inspector, Head Mechanic, Carpenter |
| PAY GRADE 15: | Lead Plumbing/Gas Mechanic, Lead Electrician, Lead HVAC Refrigeration Mechanic, Lead Boiler Mechanic and Lead Carpenter |

Salaries are annual amounts based on the number of days indicated. Positions requiring less work days than those shown will be paid based on the salary rate for the classification times the number of days employed during the regular employment period.

Salaries for food service employees are based on 7.5 hours per day. Rates for food service employees who are hired to work less than 7.5 hours per day shall be determined by dividing the applicable annual rate by 183 days and by 7.5 hours per day, then multiplying the hourly rate times the hours and days to be worked. Hours worked by school food service employees shall be at the discretion of the School Food Service Supervisor.

Cafeteria workers and assistant managers who were certified by the Florida School Food Service Association during the prior school year shall be paid \$150.00 bonus in August of the new school year, provided they are reemployed and included on the current membership roster of the Florida School Food Service Association.

One lunch is provided for school food service employees for 180 school days. One breakfast is provided for school food service employees who work in the breakfast program.

Non-instructional Personnel will receive their step increases based upon completed years of experience and classification, as verified by the District, each year beginning July 1 as reflected in the salary schedule in Appendix A.

The Superintendent may recommend that a new employee be credited with a maximum of five years of previous experience, based upon the individual's job training and/or knowledge of the position for which employed. The Superintendent may recommend that an employee be placed in a lower step than to which he/she might normally be placed, or held at the salary paid for the previous year, based upon limited experience and/or failure to perform his/her duties in a satisfactory manner.

TENTATIVE

APPENDIX A

NON-INSTRUCTIONAL SALARY SCHEDULE DISTRICT/SCHOOL-LEVEL 2011-2-2012-3

| | TCHRAIDE | TCHRAIDE | TCHRAIDE | OTHTRANS | CSTODIAN | DRIVERS | FOODPREP | FOODSUPV | RECEPTION | SECRETARY | SECRETARY | OTHMAINT | MECHANIC | TECHNICN | OTHRMAINT |
|----------|----------|----------|----------|----------|----------|---------|----------|----------|-----------|-----------|-----------|----------|----------|----------|-----------|
| PAYGRADE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| Step | | | | | | | | | | | | | | | |
| 0 | 15,967 | 16,762 | 17,823 | 16,498 | 19,521 | 10,397 | 13423 | 14537 | 22,332 | 23,128 | 23,658 | 22,597 | 26,841 | 27,902 | 32,876 |
| 1 | 16,126 | 16,922 | 17,983 | 16,656 | 19,691 | 10,582 | 13535 | 14649 | 22,555 | 23,361 | 23,924 | 22,958 | 27,265 | 28,380 | 33,905 |
| 2 | 16,285 | 17,080 | 18,141 | 16,816 | 19,860 | 10,769 | 13647 | 14760 | 22,777 | 23,594 | 24,189 | 23,318 | 27,689 | 28,856 | 34,935 |
| 3 | 16,444 | 17,240 | 18,301 | 16,974 | 20,029 | 10,954 | 13758 | 14872 | 23,000 | 23,828 | 24,454 | 23,680 | 28,114 | 29,334 | 35,965 |
| 4 | 16,604 | 17,399 | 18,460 | 17,134 | 20,199 | 11,139 | 13869 | 14984 | 23,223 | 24,061 | 24,719 | 24,040 | 28,538 | 29,811 | 36,993 |
| 5 | 16,762 | 17,528 | 18,619 | 17,293 | 20,369 | 11,325 | 13981 | 15095 | 23,446 | 24,295 | 24,985 | 24,401 | 28,963 | 30,289 | 38,023 |
| 6 | 16,922 | 17,717 | 18,778 | 17,452 | 20,539 | 11,511 | 14092 | 15206 | 23,668 | 24,528 | 25,249 | 24,761 | 29,387 | 30,766 | 39,052 |
| 7 | 17,080 | 17,887 | 18,938 | 17,611 | 20,709 | 11,697 | 14203 | 15317 | 23,892 | 24,761 | 25,515 | 25,122 | 29,811 | 31,244 | 40,082 |
| 8 | 17,240 | 18,035 | 19,096 | 17,771 | 20,878 | 11,882 | 14315 | 15429 | 24,114 | 24,995 | 25,780 | 25,483 | 30,236 | 31,721 | 41,112 |
| 9 | 17,399 | 18,195 | 19,256 | 17,929 | 21,048 | 12,067 | 14426 | 15550 | 24,337 | 25,228 | 26,046 | 25,844 | 30,660 | 32,199 | 42,141 |
| 10 | 17,558 | 18,354 | 19,414 | 18,089 | 21,218 | 12,254 | 14537 | 15651 | 24,560 | 25,462 | 26,310 | 26,204 | 31,084 | 32,676 | 43,171 |
| 11 | 17,717 | 18,513 | 19,574 | 18,247 | 21,388 | 12,439 | 14649 | 15763 | 24,783 | 25,695 | 26,576 | 26,565 | 31,509 | 33,154 | 44,200 |
| 12 | 17,877 | 18,672 | 19,733 | 18,407 | 21,558 | 12,625 | 14760 | 15874 | 25,005 | 25,928 | 26,841 | 26,925 | 31,933 | 33,631 | 45,230 |
| 13 | 18,035 | 18,831 | 19,892 | 18,566 | 21,727 | 12,810 | 14872 | 15985 | 25,228 | 26,162 | 27,107 | 27,287 | 32,357 | 34,108 | 46,260 |
| 14 | 18,195 | 18,990 | 20,051 | 18,725 | 21,897 | 12,997 | 14984 | 16098 | 25,451 | 26,395 | 27,371 | 27,647 | 32,782 | 34,585 | 47,338 |
| 15 | 18,354 | 19,150 | 20,211 | 18,884 | 22,067 | 13,182 | 15095 | 16209 | 25,674 | 26,629 | 27,637 | 28,008 | 33,206 | 35,063 | 48,318 |
| 16 | 18,513 | 19,308 | 20,369 | 19,044 | 22,237 | 13,367 | 15206 | 16320 | 25,896 | 26,862 | 27,902 | 28,368 | 33,631 | 35,540 | 49,348 |
| 17 | 18,672 | 19,468 | 20,794 | 19,414 | 22,703 | 13,553 | 15317 | 16431 | 26,523 | 27,095 | 28,167 | 29,175 | 34,055 | 36,495 | 50,398 |

Lead worker as indicated on the Guide to Positions for Appendix A will be paid ten percent (10%) above the salary to which they are otherwise entitled.

APPENDIX D
MEMORANDUM OF UNDERSTANDING
The Gadsden County Classroom Teachers Association, The Gadsden Educational Staff
Professional Association, and
The Gadsden County School District

The Gadsden County Classroom Teachers Association (GCCTA), the Gadsden Educational Staff Professional Association (GESPA) and the Gadsden County School District (GCSD) hereby tentatively agree to the provisions set out below and will support the ratification of such provisions by the members of the GCCTA bargaining unit and the Gadsden County School Board:

Gadsden County Schools Title I School Improvement Grant, Section 1003(g) herein called SIG:
GCCTA, GESPA and the GCSD acknowledge that the Gadsden County School District has qualified for the SIG grant for the sole purpose of meeting the requirements of the Department of Education Transformation Intervention Model for some of the schools in the Gadsden County School. In complying with the requirements of the SIG grant, GCCTA, GESPA and the Gadsden County School Board, hereby agree to this Memorandum of Understanding to address any changes in the Collective Bargaining Agreement (CBA) between the parties and the effect of these changes on the employees of any Gadsden County Public Schools who receive said grant.

The parties further recognize that the successful execution of the School Improvement Grant is wholly dependent upon the cooperative and collaborative efforts of the parties and that utilization of Florida Statute 447.403 is counterproductive to achieving the goals contained within the School Improvement Grant.

Therefore, the parties agree as follows:

1. The Parties agree that the execution of this MOU constitutes support of the goals and objectives of the SIG. The parties further agree that said signature does not constitute agreement to modify the existing CBA or to negotiate additional language. The parties, however, agree to engage and use their best efforts to develop a mutually agreeable plan to address reforms consistent with the objectives of SIG and according to Article IX, section G of the GCCTA CBA or Article XII, Section F of the GESPA CBA.
2. The parties agree to use best efforts to develop a negotiated, mutually agreed upon implementation plan in the areas identified by the parties as part of the Plan. The signature of the Union President on the MOU does not constitute an agreement to (a) reopen or otherwise modify the CBA, unless and until a subsequent negotiated time specific waiver or other agreement has been mutually agreed upon by the Gadsden County Classroom Teachers Association, the Gadsden Educational Staff Professional Association and the Gadsden County School Board or (b) limit or waive its rights and protections under the Florida Constitution, the Florida Public Employees' Relations Act and other applicable laws.
3. If a School Improvement Grant is awarded, the parties agree that any items in the Plan that impact wages, hours or terms and conditions of employment or that may modify the current CBA are subject to bargaining in accordance with Chapter 447.
4. Any items relating to the SIG Application or Plan that are unsuccessfully negotiated between the parties specifically for the purpose of applying for or receiving the School Improvement Grant award will not be subject to the impasse procedures set forth in Chapter 447. Neither party will unilaterally declare impasse under Chapter 447 during negotiations of any provisions specifically for the purpose of applying for or receiving the SIG award.

5. In the event that negotiations result in modification to the existing CBA, the Gadsden County Classroom Teachers Association, the Gadsden Educational Staff Professional Association and the Gadsden County School Board agree that such modifications expire upon either the expiration of the School Improvement Grant or upon the expiration of the funding of the grant, whichever occurs first.
6. The Gadsden County Classroom Teachers Association, the Gadsden Educational Staff Professional Association and the Gadsden County School Board agree that if bargaining according to this MOU results in any modification to the current CBA in order to comply with SIG requirements, then such modification(s) will not operate as the status quo (it being understood that said SIG modifications shall expire at the end of the term of the current MOU unless otherwise mutually extended by the parties).
7. The parties agree that after good faith negotiations should there fail to be a fully ratified and non-imposed agreement; the parties are released from any obligation to continue participation in the School Improvement Grant.

The parties hereby agree to the following for the 2011-2012 school year: The parties will meet annually to address possible changes to the MOU necessary to implementing the DOE requirements and timelines of the Transformation Intervention Model funded by the SIG grant.

- **Common Planning Time:** Common planning time will be scheduled during the regular school day at least one (1) period per day to provide for structured common planning time that does not encroach on the contractual planning time. Common planning time will vary according to grade level for elementary schools and according to subject level for high schools.
- **Recruitment, replacement and retention:** The Financial incentives for hard to staff schools shall be as follows (all supplemental amounts are gross amounts before deductions):
 1. Recruitment supplements of up to \$2,000 will be used to recruit highly qualified and highly effective teachers for those schools as determined by the grant.
 2. Highly qualified highly effective teachers, coaches and administrators will be paid a supplement of \$1,500 to be retained (all employees will re-apply for their positions each year).
 3. Other rewards that are already in place for professional development, continuing education units and additional certification shall be utilized as enhancements to the aforementioned supplements.
- **Performance Pay (all performance pay amounts are gross pay before deductions and will not become part of the base salary):** SIG Schools faculty members will receive performance pay in the amount of \$1,000 for teachers making 65% student learning gains in FCAT tested subjects; \$1,500 for teachers making 80% student learning gains in FCAT tested subjects; \$2,000 for teachers making 90% student learning gains in FCAT tested subjects and \$2,500 for teachers making 100% student learning gains in FCAT tested subjects. Principals will receive a \$3,000 supplement for making AYP and a \$2,000 supplement if the school improves one letter grade or more. Assistant principals will receive the \$2,000 and \$1,500 supplement respectively for the same performances as the principal. Other staff (paraprofessionals) will receive a supplement of up to \$1,000 total for assisting in raising student achievement (\$200 per teacher making 65% learning gains in FCAT tested subjects). Instructional coaches will receive a supplement of \$1,000 if 70% of their teachers make 65% student learning gains in FCAT tested subjects, \$2,000

for 80% of their subject teachers making 65% student learning gains in FCAT tested subjects and \$3000 if 90% or more of their subject teachers making 65% or more student learning gains in FCAT tested subjects. Teachers are not eligible for the same performance pay from both SIG and Race to the Top.

- o **Failure to Improve (all teachers and leaders must re-apply for their positions each year if they do not meet FDOE requirements for making sufficient learning gains in FCAT tested subjects):** Teachers and Leaders who fail to improve Student achievement or school level achievement will be replaced. Teachers will be given ample opportunities to improve professional practices before replacement – three (3) years and principals will be given a two (2) year period to raise school achievement.

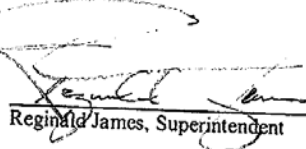
Performance Pay Dispute/Resolution:

All pay for performance disputes and evaluations will be resolved through the CBA grievance process.

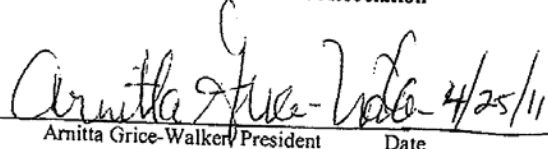
This Memorandum of Understanding shall expire July 1, 2012.

Gadsden County School District


Gadsden County Classroom Teachers Association


Regina James, Superintendent

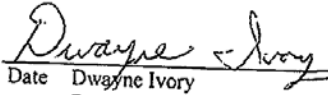
Date


Arnitta Grice-Walker, President

Date

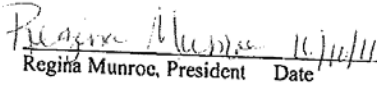

Rocky Pace
Chief Negotiator

Date

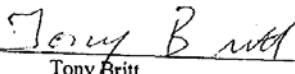

Dwayne Ivory
Bargaining Chair, GCCTA

Date

Gadsden Educational Staff Professional Association


Regina Munroe, President

Date


Tony Britt
Bargaining Chair, GESPA

Date