

**Collective Bargaining Agreement**

**Between**

**The School Board of  
Gadsden County**

**and**

**The Gadsden County  
Classroom Teachers Association**

**JULY 2011<sub>2</sub> – June 2012<sub>3</sub>**

GCCTA-GCSD Tentative Agreement 5-21-2013  
TABLE OF CONTENTS

|   |    |
|---|----|
| PREAMBLE .....  | 3  |
| ARTICLE I Recognition.....  | 3  |
| ARTICLE II Association Rights and Responsibilities.....                                     | 3  |
| ARTICLE III Grievance Procedure.....  | 6  |
| ARTICLE IV Teaching Conditions .....  | 10 |
| ARTICLE V Leave.....  | 13 |
| ARTICLE VI Teacher Assessment.....  | 16 |
| ARTICLE VII Vacancy and Promotion, Transfer and Reassignment and<br>Reduction in Force..... | 26 |
| ARTICLE VIII Teacher Authority and Protection.....  | 30 |
| ARTICLE IX General Employment Practices.....  | 31 |
| ARTICLE X Holidays .....  | 33 |
| ARTICLE XI Insurance.....   | 34 |
| ARTICLE XII Professional Compensation.....  | 34 |
| ARTICLE XIII Miscellaneous .....  | 35 |
| ARTICLE XIV Terminal Pay.....   | 35 |
| TERM OF AGREEMENT.....  | 38 |
| APPENDIX A Salary .....   | 39 |
| APPENDIX B Salary Supplements.....  | 40 |
| APPENDIX C Teacher Pay Calendar .....   | 41 |
| APPENDIX D School Improvement Grant Memo of Understanding.....                              | 42 |

PREAMBLE

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_ 2014~~3~~, by and between The School Board of Gadsden County, Florida, hereinafter called the "Board", and the Gadsden County Classroom Teachers Association, hereinafter called the "GCCTA", an affiliate of the Florida Teaching Profession and the National Education Association,

WITNESSETH:

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

ARTICLE I  
RECOGNITION

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

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

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

ARTICLE II  
ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The GCCTA shall be permitted use of school property, facilities and equipment in accordance with applicable provisions of Gadsden County School Board Policy.
- B. The GCCTA shall have the right to post notices of activities and matters of GCCTA concern on one bulletin board in a designated area mutually agreed upon by the president of the GCCTA and the site administrator at each school center. Only GCCTA notices authorized by the president of the GCCTA or the GCCTA building representative may be

GCCTA-GCSD Tentative Agreement 5-21-2013

posted. Prior to the posting of each notice a copy will be given to the building principal, which shall be a prerequisite to such posting.

- C. The GCCTA shall have the right to use teacher mailboxes for official communications. Such distribution shall be in compliance with procedures agreed upon by the site administrator and GCCTA.
- D. The GCCTA Building Representative shall have the opportunity to make brief announcements to those who voluntarily remain at the end of the School Faculty meeting.
- E. Duly authorized representatives of the GCCTA shall be permitted to transact official GCCTA business on school property after making such arrangements with the building administrator provided such transaction of business does not interrupt, interfere with or disrupt school business, activities or operations, or violate any applicable law, policy, rule or regulations.
- F. The Board shall provide upon request by the GCCTA president and without charge a list of teachers including the following information: name, home address, classification, salary, step, grade level or subject area, degree, contract status, hire date, and work site name.
- G. Upon appropriate authorization by any teacher, the Board will directly deposit the teacher's entire salary into any official financial institution that provides a bank routing number. In addition, the Board will directly deposit a part or all of the teacher's salary into the Envision Credit Union.
- H. The Board shall deduct from the pay of each employee all current membership dues and uniform assessments of the GCCTA, provided that at the time of each such deduction there is in the possession of the Board a valid membership form for each such deduction, executed by the employee, in the form and according to the terms of the authorization. Such authorization shall continue year after year unless revoked by the employee. A membership form shall be provided by the GCCTA.
  - 1. Any teacher may authorize dues deduction by presenting to the Board on or before September 10 of the applicable school year a signed membership form authorizing the Board to deduct from the teacher's salary an amount certified in writing by the GCCTA to the Board, on or before September 1 of the applicable school year, as being due to the GCCTA from each member thereof as membership dues for that school year, which amount shall be evenly divisible by twelve (12) dependent upon the number of checks the teacher elected to be paid per year; or, the teacher may make such authorization by presenting said membership form to the Board after September 10 and at any time during the applicable school year, in which case the total amount to be deducted shall be a fraction of the annual dues based on the number of checks still to be issued in that year, beginning with the first check issued at least fifteen (15) calendar days after the Board's receipt of the teacher's completed membership form. Sums so deducted from the teacher's remaining salary checks shall be as nearly equal in

GCCTA-GCSD Tentative Agreement 5-21-2013

amount as practicable. Provided, however, that any teacher whose employment begins after September 10 of the applicable school year may apply for such dues deductions, if the appropriate completed authorization form is received by the Board not later than thirty (30) days after the beginning of the teacher's employment by the Board.

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

2. All dues deduction by the Board shall be made on a monthly basis, commencing with the September pay check or, subject to the provisions of subparagraph 1 immediately preceding this subparagraph, with the paycheck issued on the earliest practicable date. All such deductions shall be remitted to the Big Bend Service Unit.
3. By presenting to the Board a signed membership form specifying the amount to be deducted from his/her salary, an employee may authorize deduction by the Board of any uniform assessment levied on her/him by the GCCTA. Such deduction will be made by the Board from the first paycheck issued to the employee at least thirty (30) calendar days after the Superintendent's receipt of said authorization.
4. The authorization of each deduction for dues or uniform assessments for the GCCTA shall be in force during the term of this Collective Bargaining Agreement, except Authorization for dues deduction is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgement of GCCTA on the Form, signed and dated, and then submit the Form to the District Payroll Office. The revocation of the authorization for dues deduction will be effective no fewer than 30 calendar days from the date of the employee's submission of the completed Dues Revocation Form to the Payroll Office.
5. The District will provide GCCTA with up to one payroll deduction slots for the purpose of deducting premiums (after tax) for companies participating in the *NEA Member Benefits* programs sponsored by GCCTA and its state and national affiliates (*FEA & NEA*) All deductions shall be made on a twelve month basis using a mutually agreeable form to be provided by GCCTA and transmitted to the common remitter(s) selected by GCCTA or its affiliates for such purpose as a single check amount to each remitter each payroll period. GCCTA will hold the Board harmless for any claims arising out of the use of these payroll deduction slots. These deductions shall not be limited or restricted to any certain number of participants by the Board.
6. The GCCTA shall indemnify and save harmless the Board and its employees from

GCCTA-GCSD Tentative Agreement 5-21-2013

any and all claims, demands, suits, judgments, awards and costs incurred in connection with any such claim, demand or suit resulting from any action taken or omitted by the Board or its employees for the purpose of complying with the provisions of this Article.

7. If at any time during the duration of this Agreement, the GCCTA violates the anti-strike provision of Florida Law, or if there is a refusal to perform the duties of employment by any member of the GCCTA, this Article shall immediately become void and inoperative during the terms of this Agreement.
  8. Legislative Committee – A legislative committee comprised of five (5) members appointed by the GCCTA President shall be allowed three (3) days during the Legislative Session to lobby for educational concerns benefiting the Gadsden County School District.
  9. Florida Education Association Delegate Assembly – The Board agrees to grant two (2) days to each elected delegate to attend the Annual Delegate Assembly of the Florida Educational Association.
  10. President’s Release Time – The President of the GCCTA or designee shall be granted ten (10) release days to conduct Association Business.
  11. **Negotiations Committee. A list of members of the GCCTA Negotiations Committee shall be provided to the District’s Chief Negotiator by February 1 of each year. Up to eight (7) members of such committee shall be provided temporary duty for negotiations that are scheduled during the school day.**
- I. Paid leave for GCCTA Activities – Each year of this contract, representatives of the GCCTA may be granted up to a total of ten (10) days of paid leave to conduct GCCTA business provided the following conditions are met:
1. A teacher shall provide the site administrator with a leave request form for the paid leave a minimum of forty-eight (48) hours prior to such leave.
  2. The site administrator shall approve the request for paid leave unless he/she document in writing at least 24 hours in advance that the teacher’s absence would significantly impede the operation of the work unit, under no circumstances shall leave be denied after the leave has been duly authorized and approved by the administrator.
  3. No more than two (2) teachers may be absent from any faculty on any day on such paid leave.
  4. No more than ten (10) teachers in the district may be absent on such paid leave on any day.
  5. Except for the president of the GCCTA, no teacher may be absent on paid leave for GCCTA activities for more than ten (10) days.
  6. The School Board, in conjunction with the GCCTA, shall be responsible for tracking the amount of paid leave taken for GCCTA activities.
- K. During the regular workday, the Executive Director of the Big Bend Service Unit of the Florida Education Association and/or the president of GCCTA may visit teachers at the

GCCTA-GCSD Tentative Agreement 5-21-2013

site, provided the authorized representatives report their presence to the site administrator or his/her designee and they do not interfere with, nor disturb, normal site operations or cause the loss of instructional time. No authorized representative shall use this privilege except to conduct GCCTA business.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions.

1. "Grievance" shall be defined as a dispute involving the interpretation, application, or violation of a provision(s) of this contract.
2. "Grievant" shall mean any employee or group of employees who have filed a grievance.
3. "Day" shall mean a district workday based on the calendar approved by the Board. The application of this provision shall not, however, result in the extension of a time period stated in this Article for more than ten (10) days.
4. Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate grievance form and signed by the grievant(s). All grievance forms shall be dated when received. The grievance forms may be filed in person or by means of FAX, U.S. mail, or other recognized means of delivery.

B. Informal Resolution. When employees have a problem or complaint, they should attempt to resolve it through discussions with their supervisor or other appropriate personnel. If the problem or complaint cannot be resolved in that manner, the grievance procedure is provided as a formal means for resolving the grievances of employees as defined below. An effort to resolve a problem or complaint under this provision does not waive the time limits for filing a grievance at Step 1 as provided in Section E.3, below.

C. Resort to Other Procedures.

1. It is the intent of the parties to first provide a reasonable opportunity for resolution of a matter that constitutes a grievance through the grievance procedure. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while a grievance is being processed, an employee formally initiates resolution of the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to proceed further with the matter pursuant to this grievance procedure.
2. As an exception of the provision in paragraph A above, a grievant may file an EEOC charge while the grievance is in process when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. s. 2000e et seq. Furthermore, an employee may seek resolution of a dispute through site or school procedures prior to filing a grievance and may request of the site administrator, an extension of the time limits for initial filing of the grievance for this purpose.

D. Representative and Appearances

1. An employee shall choose at Step I and Step II whether to be represented by GCCTA or to represent him/herself. GCCTA shall not be required to process grievances for employees who are not members of the Association.
2. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this contract, and the grievant shall have the opportunity to have GCCTA present at any meeting involving the grievant called to discuss such a resolution.
3. Time spent by grievant's and GCCTA representatives investigating and processing grievances outside regular working hours shall not be counted as time worked.

E. Formal Grievance Procedure.

1. If the parties are unable or unwilling to resolve a grievable concern or problem through the informal process described in Section A, 1 above, a formal grievance may be filed under this Section.
2. Time Limits.
  - a. The time limits provided in the Article shall be observed, but may be extended by written agreement of the parties. Whenever illness or other incapacity of a party necessary to hear the grievance prevents his/her presence at a grievance meeting, the time limits shall be extended, by mutual consent, to such time that the party can be present. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
  - b. Upon failure of any administrator to provide a decision at any step, within the time limits provided in this Article, the grievant may proceed to the next step. Upon failure of the grievant to file at the next step within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step.
  - c. Upon written agreement of the parties, any step in this procedure may be waived.
  - d. A grievant may withdraw his/her grievance at any step but that same grievance may not be filed a second time unless it is of a continuous nature.

STEP I

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

GCCTA-GCSD Tentative Agreement 5-21-2013

receiving the grievance, the site administrator shall meet with the grievant and representative, if representation is being used, and communicate his/her decision in writing to the grievant and the grievant's representative or otherwise resolve the grievance.

STEP II

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

STEP III

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

STEP IV

Mediation:

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

STEP V

Arbitration:

- a. If the grievance has not been satisfactorily resolved at Step III, GCCTA may, within ten (10) days following receipt of the Step III decision or following the date on which the Step III decision was due if no decision is provided, file an intent to submit the grievance to arbitration with the superintendent or his/her designee.
- b. A grievance filed at Step III on which no action has been taken by the grievant for twenty (20) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior step.
- c. Disclosure of Information. Neither the Board nor the grievant shall be permitted to assert in arbitration preceding any grounds or rely on any evidence that has not previously been disclosed to the other party.

GCCTA-GCSD Tentative Agreement 5-21-2013

- d. Selection of Arbitrator. The parties shall follow the American Arbitration Association procedure for selection of an arbitrator and shall conduct the arbitration under its rules and procedures except as modified by the provisions of this Contract. The arbitration shall be scheduled within sixty (60) days following selection of the arbitrator.
- e. Authority of the Arbitrator.
  - 1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract. Arbitration shall be confined to the application and interpretation of this Contract and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing statements of opinion or conclusions not essential to the determination of the issues submitted.
  - 2. In rendering decisions, an arbitrator shall give due regard to the responsibilities of the Board and the Superintendent and their designees as provided in law and rule and shall so construe such responsibilities, except as they may be specifically conditioned by this Contract.
  - 3. The arbitrator's decision shall be final and binding on the parties as provided in Section 447.401, Florida Statutes, provided that either party may ask that an appropriate court vacate such a decision on one or more of the grounds stated in section 682.13, Florida Statutes.
  - 4. An arbitrator's award may be retroactive as the equities of a case may demand, but an award shall not be retroactive to a date earlier than sixty (60) days prior to the date the grievance was initially filed except for those provisions of State or federal law that may require an earlier date.
- f. Fees and Expenses. The losing party shall pay the fees and expenses of the arbitrator. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five (5) days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings and for paying the appearance fee of the reporter and the cost of obtaining an original transcript. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of reasonable copying expenses.

Processing.

- a. The site administrator shall refuse consideration of a grievance not filed or processed in accordance with this Article.
- b. If a grievance arises as the result of a condition that the immediate supervisor is without jurisdiction to resolve, the grievance shall be filed at Step II after discussing such filing with the Superintendent's designee.
- g. Precedent - No complaint informally resolved, or grievance resolved at either Steps I or II, shall constitute a precedent for any purpose unless agreed to in writing by the Board and GCCTA.
- h. Documents. The grievant or representative shall be provided, upon request and with reasonable copying charge, with a copy of any identifiable document relevant to the grievance. All written materials dealing with the processing of a grievance shall be filed separately from the grievant's personnel file except an arbitration decision or a settlement agreement that requires personnel action(s) that affects the grievant.
- i. Notwithstanding the expiration of this contract, any claim or grievance arising while it was in effect may be processed through the grievance procedure until resolution, provided it is timely filed.

- j. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present, to attend, and will be held, insofar as possible, after regular school hours, or during working time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school working hours, all employees whose presence is required shall be excused, with pay, for that purpose.
- k. Adjustments of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

## ARTICLE IV

### TEACHING CONDITIONS

The parties agree that each teacher's normal work day shall cover a period of seven (7) hours and twenty (20) minutes; provided that, within the above limit, for each teacher in each school, the time for beginning and ending of that teacher's work day shall be determined by the Principal at his/her discretion, subject to change by the Superintendent, and provided further, that the duration of the teacher's work day shall be extended when the Principal requests the attendance of the teacher at a conference, group meeting, or other performance of professional responsibility. Regularly scheduled faculty meetings shall not extend the teacher's workday by more than forty-five (45) minutes unless agreed upon by majority vote of the teachers present. The vote must be initiated by a teacher. Each teacher's workweek may include as much as, but not more than, fifteen hundred (1500) minutes of direct student instructional time.

Teacher work schedules shall be determined by the site administrator. Efforts shall be made to give teachers the opportunity to have input into developing their work schedules. Consideration shall be given to the number of students, class composition and planning. The school administrator reserves the right to make the final decision.

Reasonable efforts shall be made to provide written notice of teaching assignments and schedules to the teachers upon the faculty meeting of the first day of preplanning. Assignments may be revised as needed, but not to go into effect less than one week (5 teacher workdays) after written notice. Teachers hired after preplanning shall receive teaching assignments and schedules on the first day of employment.

#### Planning/Preparation Time

All teachers shall be provided at least one period per day for the purposes of planning/preparation. All elementary teachers in the district shall have at least (40) minutes of time each workday for the purpose of planning with 30 minutes being consecutive. Reasonable efforts shall be made to provide duty-free planning time.

Except when assigned to supervise students, elementary teachers may use the time during which their students are in special classes such as art, music, or physical education as preparation/conference periods.

Lunch Period

- A. Reasonable efforts shall be made to provide all teachers with a duty-free lunch period equal to the student lunch period. On planning days the lunch period shall be one (1) hour.
- B. The Principal of each school shall designate an area to be used for interfaculty conferences.
- C. Teachers shall report potentially unsafe facility conditions in the classroom or other school facility to their principal. The principal will investigate and make every effort to correct conditions that he/she determines to be hazardous or potentially dangerous. The principal shall reply to the concern in writing if the teacher's concern is communicated to the principal in writing.
- D. Private conference space in each school, in a classroom or other non-student-occupied area designated by the principal, shall be provided for necessary teacher conferences with parents and/or students. When a teacher needs to make a telephone call relating to school business during which confidential information will be discussed, the building administrator/designee will ensure the privacy of the call. Should a teacher find it necessary to make a long distance call, prior approval must be granted by the building administrator/designee.
- E. Observations of a teacher's class by persons other than school and/or district administrative/supervisory personnel, the Board or its designated committee or representative thereof, shall be allowed only after consent has been granted by the building principal or, in his absence, the person in charge at that time, and the teacher has been notified at least 24 hours in advance. The requirement that the teacher be notified at least 24 hours in advance may be waived by the teacher.
- F. A joint study committee will be formed to review site based decision-making models to include, but not limited to, issues such as duty schedules, teacher assignments, contact time, disruptions of classrooms, and dissemination of professional interest announcements. Membership on this committee shall consist of three (3) members appointed by the GCCTA and three (3) members appointed by the Superintendent. GESPA will be invited to participate. The committee shall devise its own internal working procedure. The committee shall be advisory in nature and shall submit its recommendations to the Superintendent.
- G. Compensatory time may be granted if the following provisions are met:
  - 1. Compensatory time may be earned only for duties assigned specifically by the building administrator beyond the contractual teaching day as required or essential to the stated objectives of a course or program.
  - 2. Compensatory time shall not be earned for activities associated with recognized supplement positions (coaching, cheerleading, etc.), or for faculty meetings, PTO meetings, school open houses, or parent-teacher conferences.
  - 3. Compensatory time shall only be used on planning days, including pre and post planning days, and at the end of the regular school day after student hours, or at such other times during the regular work day that would not require the payment of a substitute. Compensatory time shall not be used during scheduled in-service training activities.

GCCTA-GCSD Tentative Agreement 5-21-2013

4. Compensatory time shall be earned or taken only with the advanced approval of the building level administration as evidenced by completion of the Gadsden District Compensatory Time Approval Form.
  5. No monetary reimbursement shall be awarded for compensatory time.
  6. At the end of the teacher contract year or upon the resignation of the teacher, whichever comes first, all unused compensatory time will expire.
  7. The nature of teacher assignments beyond the normal work day, for which compensatory time will be granted, shall be determined by the site administrator in cooperation with the site-based decision-making teams. Assignments may be revised as needed.
- H. Teachers shall not be required to search students, but shall be required to report suspicious circumstances to the building administrator immediately.
- I. Teachers will be expected to exercise reasonable control, under the direction of the site administrator, of textbooks, supplies or equipment assigned to them.
- J. Within a given site, the administration shall make a reasonable effort to balance the load between teachers teaching identical courses.
- K. Teachers will be provided with supplies, textbooks, and teaching materials as deemed necessary by the site administrator to teach the courses assigned. Teachers shall not be required to purchase supplies, textbooks, materials or equipment from their personal funds.
- L. The Board agrees to make available in each school word processing and reproduction/duplicating capabilities to aid teachers in their preparation of instructional materials. Audio-visual equipment shall be made available in each school for classroom use.
- M. The Superintendent will establish a committee comprised of five (5) teachers, appointed by GCCTA, and five (5) administrators who will work as collegial parties to resolve issues that cannot be resolved by any other means prior to the filing of a formal grievance. Either party may formally, in writing, request the Superintendent or Deputy Superintendent to convene the committee to resolve the conflict within ten (10) working days of the date of the request. The Superintendent will appoint the administrators based upon the nature of the issue and/or problem.
- N. The Superintendent will establish a committee comprised of three (3) teachers appointed by GCCTA, the president of GCCTA, and three (3) administrators appointed by the Superintendent. The committee shall be advisory in nature and devise its own internal working procedure. The committee will address the following:
1. Supplemental salary schedule to determine positions warranting supplemental pay, supplements to be paid for such positions, and duties/expectations for supplemental positions. The committee shall make a recommendation to the Superintendent.

## ARTICLE V

### LEAVE

GCCTA-GCSD Tentative Agreement 5-21-2013

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

A. Sick Leave

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

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

B. Personal Leave

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

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

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

GCCTA-GCSD Tentative Agreement 5-21-2013

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

D. Professional Leave

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

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

E. Temporary Duty

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

F. Leave for Jury Duty and/or Court Processes

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

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

GCCTA-GCSD Tentative Agreement 5-21-2013

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.

G. Military Leave

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

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

H. Parental Leave

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

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

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

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

A. Eligibility:

All full-time employees covered by this agreement who have worked for the Board at least twelve (12) months preceding the start of leave may be

GCCTA-GCSD Tentative Agreement 5-21-2013

entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period when leave is taken for one or more of the following circumstances:

1. The birth of a son or daughter of an employee and to care for the child.
  2. The placement of a son or daughter with an employee for adoption or foster care.
  3. To care for the spouse, son, daughter or parent of an employee, if the family member has a serious health condition.
  4. The employee is unable to perform the functions of the position because of the employee's own serious health condition.
- I. A teacher who is absent from the workplace for three (3) or more consecutive days, without authorized leave, shall be considered to have abandoned her/his position and resigned from the district.

ARTICLE VI

TEACHER ASSESSMENT

Preamble:

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

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

Definitions:

## GCCTA-GCSD Tentative Agreement 5-21-2013

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

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

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

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

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

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

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

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

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

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

### General Rules:

GCCTA-GCSD Tentative Agreement 5-21-2013

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

A. Gadsden County Induction Program (GCIP)

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

B. Gadsden County Teacher Evaluation Model (GCTEM)

All teachers will be evaluated with the GCTEM, described herein. All the appropriate observation and evaluation forms appear in The Gadsden County Teacher Evaluation Model

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

### **1. Category 1 Teachers, First Year Teachers**

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

GCCTA-GCSD Tentative Agreement 5-21-2013

i. The teacher who has been supported on an IAP for a minimum of four weeks, may be released from the IAP, terminated during the probationary year, or be placed on a Performance Improvement Plan (PIP) for a minimum of 2 months prior to the final Evaluation.

j. Criteria for initiating a PIP:

- A score of Unsatisfactory or Developing.

k. Outcome of the Mid-Year Evaluation:

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

l. Outcome of the Final Evaluation

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

**2. Category 2, Annual Contract (AC) Teachers**

- a. All annual contract teachers will be considered to be in Category 2 of the GCTEM.
- b. Prior to the first observation, the teacher shall be familiarized with the GCTEM.
- d. Category 2, teachers will be evaluated annually on GCTEM.
- e. If concerns exist following the Observation (Short Form), the administrator will use the FEAP Summative Observation to determine if action is warranted.
- g. If an administrator has documented performance concerns regarding a Category 2, teacher, that teacher will be afforded assistance through the PIP process for a minimum of four months prior to GCTEM.
- h. Criteria for initiating a PIP:
  1. A score of Developing/Needs Improvement or Unsatisfactory.

GCCTA-GCSD Tentative Agreement 5-21-2013

- 1 A teacher receiving a second GCTEM evaluation of Developing/Needs Improvement initiates a 90-day performance probation.
- 2 A teacher receiving a GCTEM evaluation of Unsatisfactory initiates a 90-day performance probation.
- 3 Any Category 2 teacher, previously placed on a PIP for a minimum of four months and who experiences performance difficulties based on the Short Form, (completed during the first 20 days, working with students) and FEAP, will be placed on a PIP. The teacher will be evaluated in November. If the evaluation is unsatisfactory, the 90-day performance probation will commence. At the end of the 90-days, the principal will evaluate the teacher. If found unsatisfactory, the teacher will be afforded the independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed on the GCTEM.
  - i. The teacher will have the opportunity to give input into the interventions specified in his or her PIP. Teachers refusing assistance will be evaluated by the building principal with no right to a second opinion. A teacher's decision to refuse a PIP may not be rescinded until the following school year.
  - k. Outcome of the GCTEM Final Evaluation:
    1. A teacher receiving an Effective or Highly Effective score on the GCTEM will have his or her contract renewed.
    2. A teacher receiving a first GCTEM evaluation of Developing/Needs Improvement score on the GCTEM will have his or her contract renewed.
    3. A teacher who has completed the "90-day performance probation" and receives an Effective or Highly Effective score on the observation form will have his or her contract renewed.
    4. A teacher who has completed the "90-day performance probation" and receives an unsatisfactory observation will continue in the PIP process. On the spring observation, if the teacher receives a developing/needs improvement or unsatisfactory he or she will be afforded an independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed and a GCTEM final evaluation is determined.
    5. Any Category 2 teacher, repeating the PIP process, who is found unsatisfactory, will have his or her teacher contract held in abeyance until the student growth portion is completed on the GCTEM.

### 3. Category 3, PSC and CC Teachers

#### All Category 3 Teachers

- a. Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be a Category 3 teacher.
  - b. Any teacher who holds a continuing contract may, but is not required to, exchange such continuing contract for a professional service contract in the same district.
  - c. Prior to the Observation (Long Form), the teacher will be familiarized with the Evaluation instruments, forms and procedures.
  - d. Each PSC or CC teacher will receive one performance evaluation yearly unless performance concerns are noted in which case the following procedures will apply:
2. Category 3, Year 1 Teacher Performance Concerns
    - a. If concerns regarding the performance of a Category 3 teacher exist, the administrator will use the approved observation instrument (Short Form).
    - b. If concerns exist following the Observation (Short Form), the administrator will use the FEAP Summative Observation to determine if action is warranted.
    - c. If an administrator has documented performance concerns on the Observation (Short Form), regarding a Level 3 teacher, that teacher will be afforded assistance for a minimum of four months prior to the Final Evaluation through the PIP process.
    - d. Criteria for initiating a PIP:
      1. A score of Developing/Needs Improvement or Unsatisfactory
      2. A teacher receiving a second GCTEM evaluation of Developing/Needs Improvement initiates a 90-day performance probation.
      3. A teacher receiving a GCTEM evaluation of Unsatisfactory initiates a 90-day performance probation.
      4. Any Category 3 teacher, previously placed on a PIP for a minimum of four months and who experiences performance difficulties based on the Short Form, (completed during the first 20 days, working with students) and FEAP, will be placed on a PIP. The teacher will be evaluated in November. If the evaluation is unsatisfactory, the 90-day performance probation will commence. At the end of the 90-days, the principal will evaluate the teacher on the appropriate form. If found unsatisfactory,

GCCTA-GCSD Tentative Agreement 5-21-2013

the teacher will be afforded the independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed on the GCTEM.

e. Outcome of GCTEM Evaluation:

1. A teacher receiving a Developing/Needs Improvement, Effective or Highly Effective score on the GCTEM will have his or her contract renewed.
2. A teacher receiving a second GCTEM evaluation of Developing/Needs Improvement initiates a 90-day performance probation.
3. A teacher receiving a GCTEM evaluation of Unsatisfactory initiates a 90-day performance probation.
4. A teacher who has completed the “90-day performance probation” and receives an Effective or Highly Effective score on the GCTEM will have his or her contract renewed.
5. A teacher who has completed the “90-day performance probation” and receives an Unsatisfactory will continue in the PIP process. On the spring evaluation, if the teacher receives a developing/needs improvement or unsatisfactory he or she will be afforded an independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed and a GCTEM final evaluation is determined.
6. Conclude the PIP if the teacher receives a score in the higher range of Developing, Effective or Highly Effective range.

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

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

C. Value Added/ Student Learning Gain Data

Methodology:

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

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

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

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

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

**3. Classroom teacher, majority of students do not take FCAT**

The teacher's evaluation will be based 50% on Instructional Practices, 50% on student gains on a set of measureable learning targets agreed to in advance between the teacher and principal. When three years of data is not available for each teacher, the proportions will alter to 60% on Instructional Practices and 40% measureable learning targets. A list of acceptable measureable learning targets to be employed at each grade level and subject area must be agreed to by the parties.

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

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

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

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

- D. During pre-school planning, or within the first ten days of reporting to the work site for active employment, each teacher shall be given a copy of the GCTEM Manual. This distribution shall be followed by an explanation, demonstration and discussion of the assessment process. A copy of all current teacher assessment forms shall be available upon request or on the district's website.
- E. For the purposes of teacher assessment, the principal will make at least one (1) scheduled observational visit to the teacher's classroom. The principal may make as many unscheduled visits or as many additional scheduled visits as he/she sees fit, and his/her assessment may be based on any information which may be available to him/her at the time the assessment is made.
- F. Within ten (10) school days after each such scheduled visit, the principal shall have a conference with the teacher, at which time the teacher shall receive a copy of the completed assessment form. Upon approval by the Superintendent the 10-school day time limit may be extended for extenuating circumstances or by mutual consent of the parties.
- G. Each completed assessment form for the teacher and all copies of it shall be dated and signed by the principal and the teacher, with the teacher receiving one copy. The teacher's signature indicates only that he/she has read the completed form, and not necessarily that he/she agrees with the assessment.
- H. In the event that the teacher disagrees with the written assessment of her/his performance, she/he may write her/his objections on the assessment report or attach them to the report to be placed in her/his personnel file. A teacher shall not be requested nor required to sign a blank or incomplete evaluation form.
- I. In order to assure quality teaching and learning and a fair, equitable and impartial evaluation of teacher performance the parties agree to form an appeals committee comprised of two members of the GCCTA appointed by the GCCTA president and two from the administration appointed by the Superintendent, neither party shall have any influence on the appointment of the members of the other party. The following procedures shall be followed:
1. It is the intent of the parties that the procedures listed below in the appeals process shall serve as the alternative to Steps I and II of the grievance procedure.
  2. If the employee desires, he/she has the right to request representation or represent himself/herself, but under no circumstances will GCCTA be required to represent a non-member.

GCCTA-GCSD Tentative Agreement 5-21-2013

3. An employee may not be represented by an attorney or a rival union in an appeal.
  4. The site administrator or the Superintendent's designee and the union president will make every effort to obtain informal resolution of the dispute within 30 (thirty) days of the employee's evaluation. If unresolved the alleged dispute shall move to the formal appeals process.
  5. Issues appealed to the committee shall be addressed expeditiously by the committee keeping in mind the statutory time frames and shall meet and render a decision within 10 school days..
  6. The representatives of the committee shall communicate their findings in writing to the Superintendent and the union president as well as the affected employee(s) and the site administrator.
  7. Disputes not resolved at the committee level will then follow the prescribed procedures in Article III, beginning at Step III.
- J. The teacher, upon written request, shall have the right to review and reproduce the contents of the personnel file, being accompanied by a representative of the GCCTA, if desired, and in the presence of the administrator responsible for the safekeeping of such file.
- K. The personnel file of each teacher shall be open to inspection only by the School Board, the Superintendent, the principal, the teacher, and such other persons as the teacher or the Superintendent may authorize in writing, unless otherwise provided by law.
- L. The School Board shall have the right to reprimand, suspend, demote or discharge its employees for just cause. Just Cause shall be defined to mean:
1. The Board or its designees made an effort to discover if, in fact, the employee did violate or disobey a rule or order of management or did commit any of the acts referred to by Section 1012.33, Florida Statutes, prior to taking official action.
  2. The Board or its designees conducted a fair and objective investigation of the facts.
  3. The Board applied its rule and penalties uniformly and without discrimination to all employees.
  4. The employee was given an opportunity to present his/her side prior to official action being taken.
  5. The Board's rule or order that the employee is alleged to have violated was not arbitrary, capricious or discriminatory.
  6. The Board gave the employee forewarning of the consequences or possible consequences if the employee did not obey the rule or order.
  7. When determining the degree of discipline, consideration will be given to the employee's service record and the nature of the offense.

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

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

B. Vacancy and Promotion

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

C. Transfer and Reassignment

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

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

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

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

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

D. Reduction in Personnel/Layoffs

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

1. **Pursuant to Florida Statute Section 1012.33(5), within the program areas, subject areas in elementary schools, or other positions in which the reduction shall take place, the order of layoff of employees within the affected positions shall be as follows: The employee with the lowest performance evaluations shall be the first to be released; the employee with the next lowest performance evaluations shall be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred.**
2. **In the event that two (2) or more employees have equal ratings on performance evaluations, the following additional criteria shall be used to determine the order in which reductions shall proceed:**
  - a. **Employees not holding certificates in the area in which they are teaching. This provision shall not apply to employees who have been teaching out of field during all or a portion of the two (2) school years prior to layoff.**
  - b. **Employees having the least amount of service in the Gadsden County School District; however District service prior to a hiatus of more than two (2) years in District employment shall not count as service for this purpose.**
  - c. **Employees with the lowest level of educational degree.**
  - d. **Employees with the least amount of service outside the District.**

E. Involuntary Transfers

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

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

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

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

F. Layoffs

~~The School Board shall determine the program areas, subject areas in secondary schools, positions in elementary schools or other positions in which the reduction shall take place.~~

~~The School Board will place continuing and professional service contract personnel in positions held by annual contract personnel for which the continuing and professional service contract teacher is properly certified.~~

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

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

G. Recall

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

Teachers shall be recalled in the inverse order of layoff.

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

H. Performance Issues/ Failing Schools

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

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

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

GCCTA-GCSD Tentative Agreement 5-21-2013

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

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

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

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

TENTATIVE

ARTICLE VIII

TEACHER AUTHORITY AND PROTECTION

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

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

- B. Teachers shall not be required to perform tasks that would endanger their health or safety. In an emergency, teachers shall take necessary action to provide for the safety of themselves and their students and, as soon as possible, advise the site administrator of the situation.
- C. When a principal notifies a teacher that a written reprimand is to be filed in the personnel file of the teacher as a result of an action by a teacher, the teacher shall have the right to have present, upon request, a representative of the GCCTA at a conference between the principal and the teacher prior to the filing of said written reprimand.
- D. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment. No such materials may be placed in a teacher's personnel file that the teacher has not had the opportunity to see. A copy of the materials to be added to a teacher's personnel file shall be provided to the teacher either by certified mail return receipt requested or by personal delivery. A teacher shall sign any reviewed material. However, such signing does not indicate agreement but rather that the teacher has seen the material. In the event a teacher does not review and sign such material within two (2) working days after notification of the existence of such material, the material shall be filed in the personnel file. Upon request, a teacher, or any person designated in writing by the teacher, shall be permitted to examine the personnel file of such teacher. The teacher shall be permitted conveniently to reproduce any materials in the file, at a cost no greater than the fees prescribed in F.S. 119.07(1) .
- E. The district is committed to a policy of "zero tolerance" on matters of student misbehavior, acts of violence or threatened acts of violence, and assault and battery on school personnel. It is recognized that it is the teacher's responsibility to pursue the prosecution of perpetrators of such acts as defined by Board policy.

ARTICLE IX

GENERAL EMPLOYMENT PRACTICES

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

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

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

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

- E. Each instructional employee who resides in the District and is employed at least half-time, or who resides outside the District and is employed full-time shall have the

opportunity to enroll his/her child(ren) in the school of choice, subject Gadsden County School Board Policy 5.20 entitled Student Assignment.

F. Teachers Voluntary Sick Leave Bank

1. Membership - Any full-time teacher, 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 teacher is defined as a person employed in a teaching position designated by the School Board as full time.

A participating teacher 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 teacher is suffering a medical hardship. In this case, members may contribute additional days over the maximum amount.

A day is defined as the number of hours of work per day shown in the GCCTA 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) teachers, two (2) members appointed by the Superintendent and the following ex-officio members: GCCTA President and one (1) School Board member. The Committee shall determine how many days, if any, a member 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 a teacher;
  - b. provision for medical documentation of need;
  - c. provision for monitoring eligibility of a teacher;
  - 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.

GCCTA-GCSD Tentative Agreement 5-21-2013

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, a teacher must exhaust all accumulated sick leave and other types of leave granted by the Board related to the accident, illness, or injury.
    - c. A teacher 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 that would apply to an original application.
    - d. The salary of a teacher participating in the Sick Leave Bank will be reduced by any benefits drawn from Worker's Compensation.
    - e. A teacher 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.
- H. The Association and the employer will work collaboratively to comply with any Federal or State law that has adverse impact on any bargaining unit member. A committee consisting of three members appointed by the bargaining unit and three members appointed by the Superintendent shall be established to work collaboratively to develop a district wide plan to develop implementation and guideline procedures relating to any federal or state law. This committee shall convene and shall report its findings to the School Board at a Board meeting. The committee shall be advisory in nature and devise its own internal working procedure. Shall the committee not convene and make its recommendations as required, the Board shall proceed as it deems appropriate in contractual matters that are mandatory subjects of bargaining in accordance with Florida Statute 447.

## ARTICLE X

### HOLIDAYS

GCCTA-GCSD Tentative Agreement 5-21-2013

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

TENTATIVE

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 (75%) percent** ~~Three Hundred Sixty Eight Dollars and Forty Seven cents (\$368.47) for (Employee contribution One Hundred Fifty Dollars and Ninety Three Cents. (\$150.93) and Three Hundred Thirty Three Dollars and one cent (\$333.01) for Capital Health Plan Insurance (Employee contribution One Hundred Eighteen Dollars and Sixty four Cents \$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

PROFESSIONAL COMPENSATION

The basic salaries of teachers covered by this Agreement shall be set forth in Appendix A of this Agreement, which is based on increases for each degree earned and each completed year of teaching experience. Instructional personnel will receive their step increases each year beginning with the first payroll check of the year as reflected in the currently adopted salary schedule. Supplemental salaries will be set forth in Appendix B.

For each teacher who enters a written contract in this district who was not employed in this district as of June 30, 2001, for the purpose of pay, the district will recognize and accept each year of full time school teaching service earned in the state of Florida or outside the state and for which the employee received a satisfactory performance evaluation. It shall be the responsibility of the teacher to provide the district personnel office with verification of such experience and proof of satisfactory performance.

GCCTA-GCSD Tentative Agreement 5-21-2013

In order for credit for any such experience gained in any given school year to be so allowed, the same must be based on employment and efficient service in the same school system or institution of higher education for more than one half (½) of the duty days in that year. PROVIDED, HOWEVER, that each vocational teacher or other teacher qualifying for certification on the basis of nonacademic preparation may substitute for professional educational employment experience as above described, and subject to all applicable conditions hereinbefore set out, duly verified successful full-time paid work experience in the specific vocational field covered by her/his teaching certificate. In the computation of such work experience, any amount of such work experience totaling more than six (6) months and occurring within the same twelve-month period shall be counted as one year.

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

ARTICLE XIII

MISCELLANEOUS

- A. This agreement shall constitute the full and complete understandings and commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement; provided, however, that nothing contained in this Agreement shall be construed to obligate either party to negotiate or bargain collectively with respect to any subject or matter whatever.
- F. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted to the extent that it violated the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

ARTICLE XIV

TERMINAL PAY

- A. All payments made pursuant to this Article shall be subject to law and rules and regulations of the Florida State Board of Education.
- B. Terminal pay for accumulated sick leave will, except as hereinafter otherwise indicated, be provided to all full-time teachers at resignation without retirement, at normal retirement, when the teacher elects to participate in the Deferred Retirement Option

GCCTA-GCSD Tentative Agreement 5-21-2013

Program (DROP), or to the beneficiary if such service is terminated by death. The sick leave days used in calculating the amount of such terminal pay shall not include any such days earned otherwise than in full-time service of this School District. Such terminal pay shall not exceed an amount determined as follows:

1. For the individual herself/himself, upon separation from such service by resignation without retirement, PROVIDED that he/she must then have been in the full-time creditable service of this School District for at least twenty (20) years: the daily rate of pay of the individual at that time multiplied by one hundred (100) percent times the number of days of accumulated sick leave.
2. For the individual herself/himself, upon normal retirement, or DROP enrollment PROVIDED that he/she must then have been in the full-time creditable service of this School District for at least ten (10) creditable years, a sum determined by multiplying the individual's then current average daily rate of pay by her/his number of days accumulated sick leave, times a percentage figure depending on her/his number of years of such service, as hereinafter indicated:
  - After the 10<sup>th</sup> year.....50%
  - After the 11<sup>th</sup> year.....50%
  - After the 12<sup>th</sup> year.....50%
  - After the 13<sup>th</sup> year.....65%
  - After the 14<sup>th</sup> year.....70%
  - After the 15<sup>th</sup> year.....75%
  - After the 16<sup>th</sup> year.....80%
  - After the 17<sup>th</sup> year.....85%
  - After the 18<sup>th</sup> year.....90%
  - After the 19<sup>th</sup> year.....95%
  - After the 20<sup>th</sup> 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 13<sup>th</sup> year.....60%
  - During the 14<sup>th</sup> year.....65%
  - During the 15<sup>th</sup> year.....70%
  - During the 16<sup>th</sup> year.....75%
  - During the 17<sup>th</sup> year.....80%
  - During the 18<sup>th</sup> year.....85%
  - During the 19<sup>th</sup> year.....90%
  - During the 20<sup>th</sup> year.....95%
  - During and after the 21<sup>st</sup> year.....100%

GCCTA-GCSD Tentative Agreement 5-21-2013

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

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

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

- C. "Normal retirement", as used in this Article, shall mean retirement as defined in subsection 231.40(2), Florida Statutes, 1979.
- D. Terminal pay for accumulated sick leave paid to any person pursuant to this Article XV 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.

GCCTA-GCSD Tentative Agreement 5-21-2013

Subject to applicable law, rules and regulations, this Agreement shall become effective when approved and ratified by the Board and the Bargaining Unit and signed by the parties, and shall continue in effect through June 30, 20123.

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

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

Gadsden County Classroom  
Teachers Association

The School Board of Gadsden  
County, Florida

By: \_\_\_\_\_  
GCCTA President

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Big Bend Executive Director

By: \_\_\_\_\_  
Superintendent of Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
GCCTA Negotiations Chair

By: \_\_\_\_\_  
District Negotiator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INSTRUCTIONAL  
Appendix A**

**2011-2012-20123**

| <b>STEP</b> | <b>BACHELORS/<br/>VOCATIONAL</b> | <b>MASTERS</b> | <b>SPECIALIST<br/>IN<br/>EDUCATION</b> | <b>PHD</b> |
|-------------|----------------------------------|----------------|--|------------|
| 00          | 30,910                           | 32,178         | 32,729                                 | 33,391     |
| 01          | 31,145                           | 32,413         | 32,964                                 | 33,625     |
| 02          | 31,380                           | 32,648         | 33,199                                 | 33,860     |
| 03          | 31,615                           | 32,883         | 33,434                                 | 34,095     |
| 04          | 31,853                           | 33,121         | 33,672                                 | 34,333     |
| 05          | 32,092                           | 33,360         | 33,911                                 | 34,572     |
| 06          | 32,335                           | 33,602         | 34,153                                 | 34,814     |
| 07          | 32,576                           | 33,844         | 34,395                                 | 35,056     |
| 08          | 32,946                           | 34,212         | 34,764                                 | 35,425     |
| 09          | 33,312                           | 34,579         | 35,130                                 | 35,791     |
| 10          | 33,751                           | 35,018         | 35,569                                 | 36,230     |
| 11          | 34,186                           | 35,454         | 36,005                                 | 36,666     |
| 12          | 34,623                           | 35,891         | 36,442                                 | 37,104     |
| 13          | 35,189                           | 36,457         | 37,008                                 | 37,669     |
| 14          | 35,817                           | 37,084         | 37,635                                 | 38,296     |
| 15          | 36,447                           | 37,713         | 38,265                                 | 38,926     |
| 16          | 37,078                           | 38,346         | 38,897                                 | 39,558     |
| 17          | 37,713                           | 38,981         | 39,532                                 | 40,194     |
| 18          | 38,349                           | 39,616         | 40,167                                 | 40,828     |
| 19          | 38,987                           | 40,254         | 40,806                                 | 41,467     |
| 20          | 39,627                           | 40,894         | 41,445                                 | 42,106     |
| 21          | 40,260                           | 41,528         | 42,079                                 | 42,740     |
| 22          | 40,916                           | 42,183         | 42,734                                 | 43,395     |
| 23          | 41,686                           | 42,953         | 43,504                                 | 44,165     |
| 24          | 42,464                           | 43,732         | 44,283                                 | 44,944     |
| 25          | 43,547                           | 44,814         | 45,365                                 | 46,027     |
| 26          | 46,208                           | 47,475         | 48,026                                 | 48,687     |

**APPENDIX B  
SUPPLEMENTAL PAY SCHEDULE 2011-2012**

| <b>POSITION</b>                  | <b>ACTIVITY</b>                      | <b>% of B-0</b> | <b>09-10</b> |
|----------------------------------|--------------------------------------|-----------------|--------------|
| Athletic Director                | Senior High                          | 5%              | \$1,546      |
|                                  | Middle                               | 4%              | \$1,236      |
| Head Coach                       | Football-Sr. High                    | 10%             | \$3,091      |
|                                  | Football-Middle                      | 9%              | \$2,782      |
|                                  | Basketball-Sr. High                  | 9%              | \$2,782      |
|                                  | Basketball-Middle                    | 6%              | \$1,855      |
|                                  | Baseball-Sr. High                    | 6%              | \$1,855      |
|                                  | Baseball-Middle School               | 4%              | \$1,236      |
|                                  | Softball-Sr. High                    | 6%              | \$1,855      |
|                                  | Softball-Middle                      | 4%              | \$1,236      |
|                                  | Volleyball-Sr. High                  | 6%              | \$1,855      |
|                                  | Volleyball-Middle                    | 4%              | \$1,236      |
|                                  | Track & Field-Sr. High               | 6%              | \$1,855      |
|                                  | Cross Country                        | 6%              | \$1,855      |
|                                  | Weightlifting-Sr. High               | 4%              | \$1,236      |
|                                  | Wrestling-Sr. High                   | 4%              | \$1,236      |
|                                  | Track & Field-Middle                 | 4%              | \$1,236      |
|                                  | Golf                                 | 4%              | \$1,236      |
| Tennis                           | 4%                                   | \$1,236         |              |
| Soccer                           | 6%                                   | \$1,855         |              |
| Assistant Coaches                | Football-Sr. High                    | 7%              | \$2,164      |
|                                  | Football-Middle                      | 6%              | \$1,855      |
|                                  | Basketball-Sr. High                  | 6%              | \$1,855      |
|                                  | Volleyball-Sr. High                  | 4%              | \$1,236      |
|                                  | Baseball-Sr. High                    | 4%              | \$1,236      |
|                                  | Softball-Sr. High                    | 4%              | \$1,236      |
|                                  | Track-Sr. High                       | 4%              | \$1,236      |
| Other Positions                  | Band Director-Sr. High               | 6%              | \$1,855      |
|                                  | If Choral also, add                  | 4%              | \$1,236      |
|                                  | Choral Director-Sr. High             | 5%              | \$1,546      |
|                                  | Band Director-Middle                 | 5%              | \$1,546      |
|                                  | If Choral also, add                  | 3%              | \$927        |
|                                  | Choral Director-Middle               | 4%              | \$1,236      |
|                                  | Band Director-Elementary             | 3%              | \$927        |
|                                  | Band Assistant                       | 4%              | \$1,236      |
|                                  | Majorette Sponsor, Sr. High          | 5%              | \$1,236      |
|                                  | Varsity Cheerleader Sponsor-Sr. High | 5%              | \$1,546      |
|                                  | Jr. Varsity Cheerleader Sponsor-Sr.  | 4%              | \$1,236      |
|                                  | Cheerleader Sponsor-Middle           | 4%              | \$1,236      |
|                                  | Special Olympics Coordinator         | 4%              | \$1,236      |
|                                  | Newspaper Sponsor-Sr. High/Middle    | 3%              | \$927        |
| Yearbook Sponsor-Sr. High/Middle | 3%                                   | \$927           |              |
| Student Council Sponsor-Sr. High | 3%                                   | \$927           |              |
| Student Council Sponsor-Middle   | 3%                                   | \$927           |              |

Appendix C

TEACHER PAY CALENDAR

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

TEACHER PAY CALENDAR FOR 2012-2013

|           |                |          |                |
|-----------|----------------|----------|----------------|
| September | <u>?, 2012</u> | February | <u>?, 2013</u> |
| October   | <u>?, 2012</u> | March    | <u>?, 2013</u> |
| November  | <u>?, 2012</u> | April    | <u>?, 2013</u> |
| December  | <u>?, 2012</u> | May      | <u>?, 2013</u> |
| January   | <u>?, 2013</u> | June     | <u>?, 2013</u> |

TENTATIVE

TENTATIVE

**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.

- **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**

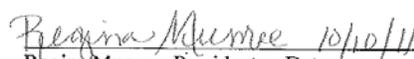
  
Reginald James, Superintendent

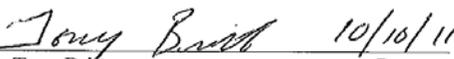
 4/25/11  
Date Arnitta Grice-Walker, President Date

  
Rocky Pace  
Chief Negotiator

 4/25/11  
Date Dwayne Ivory Date  
Bargaining Chair, GCCTA

**Gadsden Educational Staff Professional Association**

 10/10/11  
Regina Munroe, President Date

 10/10/11  
Tony Britt Date  
Bargaining Chair, GESPA