

AGENDA

REGULAR SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

December 13, 2011

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. RECOGNITIONS

ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENT**
 - a. November 22, 2011, 4:30 p.m. – School Board Workshop
 - b. November 22, 2011, 5:30 p.m. – School Board Organizational Meeting
 - c. November 22, 2011, 6:00 p.m. – Regular School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.
6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) - **SEE PAGE #5**
 - a. Personnel 2011 - 2012

ACTION REQUESTED: The Superintendent recommends approval.
 - b. School Food Service Salary Increase – **SEE PAGE #7**

Fund Source: School Food Service Fund 410
Amount: Approximately \$60,000.00

ACTION REQUESTED: The Superintendent recommends approval.

7. BUDGET AND FINANCIAL TRANSACTIONS

- a. Budget Amendment Number Eleven – **SEE PAGE #11**

Fund Source: 420 (Federal) Funds
Amount: \$-16,004.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. School Food Service Write-Off of Student Debts – **SEE PAGE #20**

Fund Source: School Food Service Fund 410
Amount: \$25,000.00

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENTS/PROJECT/GRANT APPLICATIONS

- a. Contracted Services – **SEE PAGE #21**

Fund Source: CAPE – Race To The Top
Amount: \$16,025.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. Contracted Services - **SEE PAGE #24**

Fund Source: General Fund and Capital Improvements Funds
Amount: \$15,300.00 from General Fund and \$22,197.50 from Capital Improvements

ACTION REQUESTED: The Superintendent recommends approval.

- c. Contractual Agreement Between School Board of Gadsden County, Florida and Capital City Consultants – **SEE PAGE #27**

Fund Source: 21st Century
Amount: \$7,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- d. Contract Between Gadsden County Schools and Joseph Knicely
SEE PAGE #34

Fund Source: Federal Programs
Amount: \$35,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- e. Contract for Sale and Purchase with Open Word Worship Center, Inc. for property located at 621 Lonnie Clark Road, Greensboro, Florida 32330
SEE PAGE #40

Fund Source: N/A
Amount: As Per Agreement

ACTION REQUESTED: The Superintendent recommends approval.

- f. Collective Bargaining Agreement Between The School Board of Gadsden County and Gadsden Educational Staff Professional Association July 2011 – June 2012 – **SEE PAGE #48**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

9. STUDENT MATTERS – **SEE ATTACHMENT**

- a. Student Expulsion – See back-up material

Case #26-1112-0071

ACTION REQUESTED: The Superintendent recommends approval.

- b. Student Expulsion – See back-up material

Case #27-1112-0211

ACTION REQUESTED: The Superintendent recommends approval.

10. SCHOOL FACILITY/PROPERTY

- a. Comprehensive Safety Inspection – **SEE PAGE #99**

Fund Source: 110
Amount: \$10,827.89

ACTION REQUESTED: The Superintendent recommends approval.

- b. For Board Approval of Lowest and Best Quote for Re-roofing a Portable at Stewart Street Elementary – **SEE PAGE #101**

Fund Source: 394
Amount: \$10,400.00

ACTION REQUESTED: The Superintendent recommends approval.

- c. For Board Approval of Lowest and Best Quote for Re-roofing the Diagnostic Center – **SEE PAGE #107**

Fund Source: 394
Amount: \$14,800.00

ACTION REQUESTED: The Superintendent recommends approval.

11. EDUCATIONAL ISSUES

- a. CORE K-12 State Benchmark Assessment Items – **SEE PAGE #112**

Fund Source: Project 1104220 – General Revenue
Amount: \$13,565.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. School Advisory Council Rosters – **SEE PAGE #114**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

- 12. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
- 13. SCHOOL BOARD REQUESTS AND CONCERNS
- 14. ADJOURNMENT

The School Board of Gadsden County



"Building A Brighter Future"

Reginald C. James
SUPERINTENDENT
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
www.gcps.k12.fl.us

December 13, 2011

The School Board of
Gadsden County, Florida
Quincy, Florida 32351

Dear School Board Members:

I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.

Item 6A Instructional and Non-Instructional Personnel 2011/2012

The following reflects the total number of full-time employees in this school district for the 2011/2012 school term, as of December 13, 2011.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees December 2011</u>
Classroom Teachers and Other Certified	120 & 130	485.25
Administrators	110	49.75
Non-Instructional	150, 160, & 170	<u>412.00</u>
		947.00

Sincerely,

Reginald C. James
Superintendent of Schools

Eric F. Hinson
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Judge B. Helms, Jr.
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Isaac Simmons, Jr.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

Charlie D. Frost
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

Roger P. Milton
DISTRICT NO. 5
QUINCY, FL 32351

AGENDA ITEM 6A, INSTRUCTIONAL AND NON INSTRUCTIONAL 2011/2012

INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Allen, Virginia	HES	Teacher (Interim)	12/12/2011
Canidate, Jacquelin	HES	Teacher	12/02/2011

NON-INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Moye, Tracy	GWM	Ed Paraprofessional	11/28/2011

REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:

LEAVE OF ABSENCE

<u>Name</u>	<u>Location/Position</u>	<u>Beginning</u>	<u>Ending</u>
Farmer, Erica	CPA/Teacher	01/17/2012	02/03/2012

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Farmer, Gregory	EGHS	Teacher	11/28/2011
Jones, Ketranna	GWM	Teacher	11/17/2011
Odonnel, Amy	Maintenance	Secretary	12/12/2011

SUBSTITUTES

<u>Teacher</u>	<u>SFS</u>	<u>Transportation</u>
Butler-Fields, Sherika	Marshall, Carolyn*	Draper, Terrence
Thomas, Felicia		

*SFS/Custodial

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 6b

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEMS: School Food Service Salary Increases

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for a 5% increase in salaries for any employee paid from the school food service fund. The increase for food service workers reflected in the GESPA Agreement (shown as a separate agenda item) is a part of the increase. The other affected employees are the Food Service Managers and the Management Team.

The impetus for the increase is the sustained financial performance of the School Food Service Fund for the past three years as shown on the attached powerpoint slides that were presented to the Board in the workshop on November 22.

FUND SOURCE: School Food Service Fund 410

AMOUNT: approximately \$60,000.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

1) Food Service – Justification for 5% Salary Increase

- Fund established record of sustainability
- Staff proven to adjust to changing conditions
- Salary schedule lowest in district

School Food Service

<u>FY Ended</u> <u>June 30</u>	<u>Food Service</u> <u>Revenue</u>
2004	\$3,140,311
2005	3,046,707
2006	3,278,217
2007	3,456,655
2008	3,301,481
2009	3,453,342
2010	3,645,342
2011	3,847,554

School Food Service

■ History of Fund Balance

<u>FY Ended</u> <u>June 30</u>	<u>Transfers from</u> <u>General Fund</u>	<u>Food Service</u> <u>Fund Balance</u>
2004	\$190,858.00	\$ -190,858.14
2005	463,941.24	4.92
2006	138,151.62	-80,108.00
2007	376,073.47	30,378.25
2008	138,861.34	0.00
2009	-0-	169,954.33
2010	-0-	460,381.36
2011	-0-	395,159.96

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEMS: Budget Amendment Number Eleven

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

This budget amendment reduces Title I Choice 11-12 (\$10,547.00) and reduces Title II (\$5,457.00). It adjusts the rollover appropriation for 21st Century from the 10-11 school year (\$4000.00 from fund balance).

TOTAL \$ -16,004.00

FUND SOURCE: 420 (Federal) Funds

AMOUNT: \$ -16,004.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

Gadsden County School Board
 420 (Federal) Fund Estimated Revenue
 Budget Amendment Number Ten

FUND 420 REVENUE OBJECT	BEGINNING ESTIMATED REVENUE 11/29/2011	BUDGET AMENDMENT NUMBER ELEVEN	ENDING ESTIMATED REVENUE 11/29/2011
190	\$ -	\$ -	\$ -
191	\$ -	\$ -	\$ -
199	\$ 662,981.57	\$ -	\$ 662,981.57
201	\$ 186,164.72	\$ -	\$ 186,164.72
226	\$ 731,226.32	\$ -	\$ 731,226.32
227	\$ -	\$ -	\$ -
230	\$ 2,066,883.32	\$ -	\$ 2,066,883.32
240	\$ 4,567,852.65	\$ (10,547.00)	\$ 4,557,305.65
251	\$ 91,314.73	\$ -	\$ 91,314.73
270	\$ -	\$ -	\$ -
290	\$ 1,321,809.17	\$ (5,457.00)	\$ 1,316,352.17
299	\$ -	\$ -	\$ -
TOTALS	\$ 9,628,232.48	\$ (16,004.00)	\$ 9,612,228.48

**Gadsden County School Board
420 (Federal) Fund Appropriations
Budget Amendment Number Eleven**

420 FUND					
FUNCTION/ OBJECT	BUDGET BALANCE 11/29/2011		BUDGET AMENDMENT NUMBER ELEVEN	BUDGET BALANCE 11/29/2011	
5100	100	\$ 715,417.76	\$ -	\$	715,417.76
	200	\$ 124,443.86	\$ -	\$	124,443.86
	300	\$ 814,399.91	\$ (4,464.00)	\$	809,935.91
	500	\$ 466,269.66	\$ -	\$	466,269.66
	600	\$ 121,809.22	\$ -	\$	121,809.22
	700	\$ 277.50	\$ -	\$	277.50
	FUNCTOTAL		\$ 2,242,617.91	\$ (4,464.00)	\$
5200	100	\$ 528,040.66	\$ -	\$	528,040.66
	200	\$ 210,057.50	\$ -	\$	210,057.50
	300	\$ 200,016.89	\$ -	\$	200,016.89
	500	\$ 80,019.84	\$ -	\$	80,019.84
	600	\$ 130,981.78	\$ -	\$	130,981.78
	700	\$ 3,000.00	\$ -	\$	3,000.00
	FUNCTOTAL		\$ 1,152,116.67	\$ -	\$
5300	100	\$ 8,987.00	\$ -	\$	8,987.00
	200	\$ 4,914.29	\$ -	\$	4,914.29
	300	\$ 2,445.60	\$ -	\$	2,445.60
	500	\$ 32,047.20	\$ -	\$	32,047.20
	600	\$ 49,115.25	\$ -	\$	49,115.25
	700	\$ 17,445.38	\$ -	\$	17,445.38
	FUNCTOTAL		\$ 114,954.72	\$ -	\$
5400	100	\$ 42,925.35	\$ -	\$	42,925.35
	200	\$ 6,972.26	\$ -	\$	6,972.26
	300	\$ 34,791.95	\$ -	\$	34,791.95
	500	\$ 7,461.79	\$ -	\$	7,461.79
	600	\$ (3,932.27)	\$ -	\$	(3,932.27)
	700	\$ -	\$ -	\$	-
	FUNCTOTAL		\$ 88,219.08	\$ -	\$
5500	100	\$ 232,648.82	\$ -	\$	232,648.82
	200	\$ 56,428.33	\$ -	\$	56,428.33
	300	\$ 11,586.62	\$ -	\$	11,586.62
	500	\$ 16,760.54	\$ -	\$	16,760.54
	600	\$ (1,205.31)	\$ -	\$	(1,205.31)
	700	\$ 273.00	\$ -	\$	273.00
	FUNCTOTAL		\$ 316,492.00	\$ -	\$

**Gadsden County School Board
420 (Federal) Fund Appropriations
Budget Amendment Number Eleven**

5900	100	\$	515,965.00	\$	-	\$	515,965.00
	200	\$	83,431.00	\$	-	\$	83,431.00
	300	\$	75,764.37	\$	-	\$	75,764.37
	500	\$	22,927.55	\$	-	\$	22,927.55
FUNCTOTAL		\$	698,087.92	\$	-	\$	698,087.92
6100	100	\$	410,976.53	\$	-	\$	410,976.53
	200	\$	73,770.48	\$	-	\$	73,770.48
	300	\$	128,565.27	\$	-	\$	128,565.27
	500	\$	48,468.56	\$	-	\$	48,468.56
	600	\$	485.06	\$	-	\$	485.06
	700	\$	70.00	\$	-	\$	70.00
	900	\$	-	\$	-	\$	-
FUNCTOTAL		\$	662,335.90	\$	-	\$	662,335.90
6200	100	\$	(1,916.64)	\$	-	\$	(1,916.64)
	200	\$	(361.41)	\$	-	\$	(361.41)
	300	\$	12,164.07	\$	-	\$	12,164.07
	500	\$	(260.11)	\$	-	\$	(260.11)
	600	\$	303,600.00	\$	-	\$	303,600.00
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	313,225.91	\$	-	\$	313,225.91
6300	100	\$	813,973.16	\$	(5,457.00)	\$	808,516.16
	200	\$	204,008.08	\$	-	\$	204,008.08
	300	\$	45,911.09	\$	(1,083.00)	\$	44,828.09
	500	\$	28,623.09	\$	(1,000.00)	\$	27,623.09
	600	\$	7,541.25	\$	-	\$	7,541.25
	700	\$	9,015.00	\$	-	\$	9,015.00
FUNCTOTAL		\$	1,109,071.67	\$	(7,540.00)	\$	1,101,531.67
6400	100	\$	1,069,396.51	\$	-	\$	1,069,396.51
	200	\$	301,249.06	\$	-	\$	301,249.06
	300	\$	490,265.90	\$	-	\$	490,265.90
	400	\$	-	\$	-	\$	-
	500	\$	63,828.43	\$	-	\$	63,828.43
	700	\$	25,003.57	\$	-	\$	25,003.57
FUNCTOTAL		\$	1,949,743.47	\$	-	\$	1,949,743.47
6500	100	\$	(2,112.39)	\$	-	\$	(2,112.39)
	200	\$	155.57	\$	-	\$	155.57
	300	\$	-	\$	-	\$	-
	500	\$	-	\$	-	\$	-
	600	\$	105,158.74	\$	-	\$	105,158.74
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	103,201.92	\$	-	\$	103,201.92

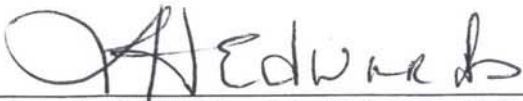

**Gadsden County School Board
420 (Federal) Fund Appropriations
Budget Amendment Number Eleven**

7100	300	\$	-	\$	-	\$	-
FUNCTOTAL		\$	-	\$	-	\$	-
7200	100	\$	13,426.17	\$	-	\$	13,426.17
	200	\$	3,245.14	\$	-	\$	3,245.14
	300	\$	1,730.77	\$	-	\$	1,730.77
	500	\$	-	\$	-	\$	-
	600	\$	1,500.00	\$	-	\$	1,500.00
	700	\$	139,790.94	\$	-	\$	139,790.94
FUNCTOTAL		\$	159,693.02	\$	-	\$	159,693.02
7300	100	\$	(23,675.32)	\$	-	\$	(23,675.32)
	200	\$	(8,406.10)	\$	-	\$	(8,406.10)
	300	\$	-	\$	-	\$	-
	500	\$	-	\$	-	\$	-
	600	\$	-	\$	-	\$	-
	700	\$	-	\$	-	\$	-
FUNCTOTAL 7300		\$	(32,081.42)	\$	-	\$	(32,081.42)
7400	600	\$	1,935.00	\$	-	\$	1,935.00
FUNCTOTAL 7400		\$	1,935.00	\$	-	\$	1,935.00
7600	300	\$	-	\$	-	\$	-
FUNCTOTAL		\$	-	\$	-	\$	-
7700	100	\$	(414.12)	\$	-	\$	(414.12)
	200	\$	5,361.19	\$	-	\$	5,361.19
	300	\$	5,750.00	\$	-	\$	5,750.00
	500	\$	-	\$	-	\$	-
	600	\$	615.00	\$	-	\$	615.00
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	11,312.07	\$	-	\$	11,312.07
7800	100	\$	70,021.70	\$	-	\$	70,021.70
	200	\$	14,119.69	\$	-	\$	14,119.69
	300	\$	480,352.82	\$	-	\$	480,352.82
	400	\$	19,900.00	\$	-	\$	19,900.00
	500	\$	-	\$	-	\$	-
	600	\$	-	\$	-	\$	-
FUNCTOTAL		\$	584,394.21	\$	-	\$	584,394.21

**Gadsden County School Board
420 (Federal) Fund Appropriations
Budget Amendment Number Eleven**

7900	100	\$	31,634.57	\$	-	\$	31,634.57
	200	\$	6,803.82	\$	-	\$	6,803.82
	300	\$	91,330.20	\$	-	\$	91,330.20
	400	\$	748.04	\$	-	\$	748.04
	500	\$	343.67	\$	-	\$	343.67
	600	\$	-	\$	-	\$	-
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	130,860.30	\$	-	\$	130,860.30
8100	100	\$	-	\$	-	\$	-
	200	\$	-	\$	-	\$	-
	300	\$	-	\$	-	\$	-
	600	\$	-	\$	-	\$	-
FUNCTOTAL		\$	-	\$	-	\$	-
8200	100	\$	(2,458.39)	\$	-	\$	(2,458.39)
	200	\$	(450.31)	\$	-	\$	(450.31)
	600	\$	5,544.00	\$	-	\$	5,544.00
FUNCTOTAL		\$	2,635.30	\$	-	\$	2,635.30
9100	100	\$	15,844.95	\$	-	\$	15,844.95
	200	\$	3,571.88	\$	-	\$	3,571.88
	300	\$	-	\$	-	\$	-
	400	\$	-	\$	-	\$	-
	500	\$	-	\$	-	\$	-
FUNCTOTAL		\$	19,416.83	\$	-	\$	19,416.83
GRANDTOTAL		\$	9,628,232.48	\$	(12,004.00)	\$	9,616,228.48

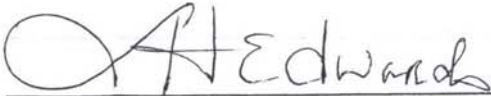

**Florida Department of Education
Project Award Notification**

1 PROJECT RECIPIENT Gadsden County School District	2 PROJECT NUMBER 200-2222A-2RB01
3 PROJECT/PROGRAM TITLE Title I, Part A Choice-NCLB Public School Choice Options <p align="center">TAPS 12A048</p>	4 AUTHORITY 84.010A Title I, Part A, Basic
5 AMENDMENT INFORMATION Amendment Number: 1 Type of Amendment: Budget: Decrease Effective Date: 10/31/2011	6 PROJECT PERIODS Budget Period: 07/01/2011 - 06/30/2012 Program Period: 07/01/2011 - 06/30/2012
7 AUTHORIZED FUNDING Current Approved Budget: \$ 611,417.00 Amendment Amount: \$ -611,417.00 Estimated Roll Forward: Certified Roll Amount: Total Project Amount:	8 REIMBURSEMENT OPTION Reimbursement of Expenditures
9 TIMELINES <ul style="list-style-type: none"> • Last date for incurring expenditures and issuing purchase orders: <u>06/30/2012</u> • Date that all obligations are to be liquidated and final disbursement reports submitted: <u>08/20/2012</u> • Last date for receipt of proposed budget and program amendments: <u>05/31/2012</u> • Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400: • Date(s) for program reports: 	
10 DOE CONTACTS Program: Melvin Herring III Phone: (850) 245 - 0684 Email: melvin.herring@fldoe.org Grants Management: Unit A (850) 245-0496	11 DOE FISCAL DATA DBS: 40 90 20 EO: 17 Object: 720035
12 TERMS AND SPECIAL CONDITIONS <ul style="list-style-type: none"> • This project and any amendments are subject to the procedures outlined in the <u>Project Application and Amendment Procedures for Federal and State Programs</u> (Green Book) and the General Assurances for Participation in Federal and State Programs. • For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System. 	
13 APPROVED: <div style="display: flex; justify-content: space-between;"> <div data-bbox="121 1696 766 1854">  <hr/> Authorized Official on behalf of Gerard Robinson Commissioner of Education </div> <div data-bbox="885 1717 1198 1822"> <p align="center">10/31/11</p> <hr/> Date of Signing </div> <div data-bbox="1312 1591 1526 1795" style="text-align: right;">  </div> </div>	

DOE-200
Revised 02/05

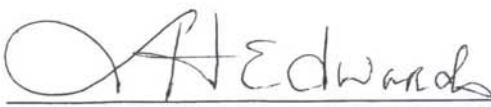

**Florida Department of Education
Project Award Notification**

Proj. 1422220-21

1 PROJECT RECIPIENT Gadsden County School District	2 PROJECT NUMBER 200-2222A-2CB01
3 PROJECT/PROGRAM TITLE Title I, Part A Choice-NCLB Public School Choice Options <p align="center">TAPS 12ARC8</p>	4 AUTHORITY 84.010A Title I, Part A, Basic
5 AMENDMENT INFORMATION Amendment Number: Type of Amendment: Effective Date:	6 PROJECT PERIODS Budget Period: 07/01/2011 - 06/30/2012 Program Period: 07/01/2011 - 06/30/2012
7 AUTHORIZED FUNDING Current Approved Budget: \$ 600,870.00 Amendment Amount: Estimated Roll Forward: 448,016.00 Certified Roll Amount: SES Total Project Amount: \$ 600,870.00	8 REIMBURSEMENT OPTION Federal Cash Advance
9 TIMELINES <ul style="list-style-type: none"> • Last date for incurring expenditures and issuing purchase orders: <u>06/30/2012</u> • Date that all obligations are to be liquidated and final disbursement reports submitted: <u>08/20/2012</u> • Last date for receipt of proposed budget and program amendments: <u>05/31/2012</u> • Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400: • Date(s) for program reports: 	
10 DOE CONTACTS Program: Melvin Herring III Phone: (850) 245 - 0684 Email: melvin.herring@fldoe.org Grants Management: Unit A (850) 245-0496	11 DOE FISCAL DATA DBS: 40 90 20 EO: 17 Object: 720035
12 TERMS AND SPECIAL CONDITIONS <ul style="list-style-type: none"> • This project and any amendments are subject to the procedures outlined in the <u>Project Application and Amendment Procedures for Federal and State Programs</u> (Green Book) and the General Assurances for Participation in Federal and State Programs. • For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System. 	
13 APPROVED: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  <hr style="width: 100%;"/> Authorized Official on behalf of Gerard Robinson Commissioner of Education </div> <div style="text-align: center;"> 10/31/11 <hr style="width: 100%;"/> Date of Signing </div> <div style="text-align: right;">  </div> </div>	

**Florida Department of Education
Project Award Notification**

Proj. 422220-21

1 PROJECT RECIPIENT Gadsden County School District	2 PROJECT NUMBER 200-2222A-2CB01
3 PROJECT/PROGRAM TITLE Title I, Part A Choice-NCLB Public School Choice Options <p align="center">TAPS 12ARC8</p>	4 AUTHORITY 84.010A Title I, Part A, Basic
5 AMENDMENT INFORMATION Amendment Number: Type of Amendment: Effective Date:	6 PROJECT PERIODS Budget Period: 07/01/2011 - 06/30/2012 Program Period: 07/01/2011 - 06/30/2012
7 AUTHORIZED FUNDING Current Approved Budget: \$ 600,870.00 Amendment Amount: Estimated Roll Forward: <i>152,854.00</i> Certified Roll Amount: <i>Transportation</i> Total Project Amount: \$ 600,870.00	8 REIMBURSEMENT OPTION Federal Cash Advance
9 TIMELINES <ul style="list-style-type: none"> • Last date for incurring expenditures and issuing purchase orders: <u>06/30/2012</u> • Date that all obligations are to be liquidated and final disbursement reports submitted: <u>08/20/2012</u> • Last date for receipt of proposed budget and program amendments: <u>05/31/2012</u> • Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400: • Date(s) for program reports: 	
10 DOE CONTACTS Program: Melvin Herring III Phone: (850) 245 - 0684 Email: melvin.herring@fldoe.org Grants Management: Unit A (850) 245-0496	11 DOE FISCAL DATA DBS: 40 90 20 EO: 17 Object: 720035
12 TERMS AND SPECIAL CONDITIONS <ul style="list-style-type: none"> • This project and any amendments are subject to the procedures outlined in the <u>Project Application and Amendment Procedures for Federal and State Programs</u> (Green Book) and the General Assurances for Participation in Federal and State Programs. • For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20th of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System. 	
13 APPROVED: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;">  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Authorized Official on behalf of Gerard Robinson Commissioner of Education </div> <div style="width: 25%; text-align: center;"> <i>10/31/11</i> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date of Signing </div> <div style="width: 25%; text-align: right;">  </div> </div>	

DOE-200
Revised 02/05

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEMS: School Food Service Write-Off of Student Debts

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

For the 2011-12 fiscal year, the School Food Service Department migrated to further utilization of the WebSmart software for meal service in the District's school cafeterias. During the changeover, the vendor's personnel informed the District that amounts owed by students for a 7 to 10 year period of time were not moved to the new software. The amount of student debts equaled approximately \$25,000.00.

Board approval is requested for writing off student debt in the amount of \$25,000.00.

FUND SOURCE: School Food Service Fund 410

AMOUNT: \$25,000.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEMS: Contracted Services

DIVISION: Gadsden Technical Institute

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase order:

<u>Vendor</u>	<u>PO #</u>	<u>Amount</u>
Learnkey, Inc.	181867	\$16,025.00

FUND SOURCE: CAPE - Race To The Top

AMOUNT \$16,025.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE

PURCHASE ORDER NO.

11/16/11

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
 PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

181867

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR

LEARNKEY, INC.
 ATTEN: SCOTT WALKER
 35 NORTH MAIN STREET
 ST GEORGE UT 84771

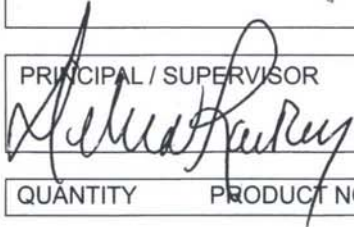
SHIP TO THIS ADDRESS

Gadsden Technical Institute
 201 Martin Luther King, Jr. Blvd.
 Quincy FL 32351

PRINCIPAL / SUPERVISOR

COMPROLLER

SUPERINTENDENT



QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
1	201951	OFFICE 2007/2010 TRAINING BUND	2,500.00	2,500.00
1	330591	WEB & GRAPHIC TRAINING BUND	2,500.00	2,500.00
1	521950	MOS CERTIPORT SITE LICENSES	3,175.00	3,175.00
1	521950	MOS CERTIPORT SITE LICENSES	3,175.00	3,175.00
1	522070	ADOBE SUITE CERTIPORT LICENSES	3,175.00	3,175.00
1	630731	IC3/GS3 CERTIFICATION TRAINING	500.00	500.00
1	201541	MOS OFFICE 2007/2010 ELEC WKBK	500.00	500.00
1	660981	WEB & GRAPHIC ELECTRONIC WKBK	500.00	500.00
1	201531	MOS TEACHERS MANUAL FREE	N/C	Free
1	660991	WEB & GRAPHIC TEACH MAN FREE	N/C	Free

PAY TERMS: NET 30

\$ 16,025.00

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or su grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR						TOTAL	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	
434	5300	360	0071	434RS61	300	7,262.50	
434	5300	360	0051	434RS62	300	7,262.50	
434	5300	520	0071	434RS61	300	750.00	
434	5300	520	0051	434RS62	300	750.00	

VENDOR



P.O Box 2317, St. George, UT 84771
 (800) 865-0165 Toll Free or (435) 674-9733
 (866) 574-0485 Fax to Email Delivery

Quotation / Proforma Invoice

Date: 8-Nov-2011

LK Acct. #:
 Rep: **Scott Walker**
 Original SC: **7237**
 Order SC:

Bill To:

Attn:
 Company:
 Address:
 Address:
 Address:
 City:
 State/Prov:
 Zip/Postal:
 Country:
 Phone:
 Email:

Ship To:

Attn: **Debra Rackley**
 Company: **Gadsden County School Dst**
 Address: **35 Martin Luther King Jr. Blvd**
 Address:
 Address:
 City: **Quincy**
 State/Prov: **FL**
 Zip/Postal: **32351**
 Country:
 Phone: **850-875-8324**
 Email: **rackleyd@mail.gcps.k12.fl.us**

Shipping Method

Quantity	Code	Product Description / Comment	Unit Price	TOTAL
5	201951	Office 2007/2010 Training Bundle, Word, Excel, Outlook, Access, PP	\$ 2,500.00	\$ 12,500.00
5	330591	Web & Graphic Training Bundle, Photoshop, Dreamweaver, Flash, Premier Pro CIW Web Site Design	\$ 2,500.00	\$ 12,500.00
5	521950	MOS Certiport Site Licenses 500 tests	\$ 3,175.00	\$ 15,875.00
5	521950	MOS Certiport Site Licenses 500 tests	\$ 3,175.00	\$ 15,875.00
5	522070	Adobe Suite Certiport Site License	\$ 3,175.00	\$ 15,875.00
5	630731	IC3/GS3 Certification Training, Computer Foundations (Middles Schools) Comp Amps	\$ 500.00	\$ 2,500.00
5	201541	MOS Office 2007/2010 Student Electronic Workbook	\$ 500.00	\$ 2,500.00
5	660981	Web & Graphic Electronic Workbook	\$ 500.00	\$ 2,500.00
5	201531	MOS Teachers Manual Free		
5	660991	Web & Graphic Teachers Manual Free		

This includes all versoon upgrade to training

Subtotal \$ 80,125.00
 Adjustment
 Total \$ 80,125.00

CC # _____

Expiration: ____/____/____

Name:

CCV # ____-____-____/____

PO #

Check #

Sales Tax*
 Shipping
 Other
 GRAND TOTAL \$ 80,125.00

*Sales Tax applies to TX and UT.

Special Instructions:

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEMS: Contracted Services

DIVISION: Transportation Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase order:

<u>Vendor</u>	<u>PO #</u>	<u>Amount</u>	<u>Fund</u>
First Communications, Inc.	181925	\$37,497.50	110 and 379

FUND SOURCE: General Fund and Capital Improvements Funds

AMOUNT: \$15,300.00 from General Fund and \$22,197.50 from Capital Improvements

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE

12/05/11

PURCHASE ORDER NO.

181925

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351

PHONE (850) 627-9651

FAX (850) 627-2760

www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR

VF02865000

SHIP TO THIS ADDRESS

FIRST COMMUNICATIONS, INC.
234 BLOUNTSTOWN HWY
TALLAHASSEE FL 32304

TRANS. DEPT-SCHOOL BD GADSDEN
720 SOUTH STEWART ST
QUINCY FL 32351

PRINCIPAL / SUPERVISOR

COMPTROLLER

SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
----------	-------------	-------------	------------	-------

ATTEN: BOB WIMMER

50	H3500	GSA CONTRACT #GS-07F-5559R HEAVY DUTY MODULE W/ANTENNA	363.95	18197.50
	SERVICE	INSTALLATION OF HVY DUTY		
50		MODULE AT CUSTOMER'S LOCATION.	80.00	4000.00
12	MONTHLY	MONITORING FEE/UNIT@ \$25.50	1275.00	15300.00
	UNIT-	50 X 25.50 = 1275.00/MO		
		CARRIES A (3)YR FACTORY WARNTY		

PAY TERMS: NET 30

TOTAL 37,497.50

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR					TOTAL	37,497.50	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	
379	7400	641	9003	0999		22197.50	
110	7800	350	9001	1109990		15300.00	



Gadsden County School Board

NetworkFleet Management/GPS Pricing

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXT. PRICE
50	H3500	Heavy Duty Module with Antenna	\$363.95	\$18,197.50
50	Service	Installation of Heavy Duty Module at Customer's Location	\$80.00	\$4,000.00
		Tax		\$0.00
		Equipment Total		\$22,197.50
50		Monthly Monitoring Fee	\$25.50	\$1,275.00
		Tax		\$0.00
		Annual Monitoring Cost		\$15,300.00

TOTAL = \$37,497.50

GSA Contract Number GS-07F-5559R

Unit carries a three (3) year factory warranty.
One year agreement required.

Make all checks payable to First Communications, Inc.
If you have any questions concerning this quote, contact Teresa Curtis
850-556-6479 or teresac@firstcomm.net

THANK YOU FOR THIS OPPORTUNITY!

379 7400 641 9003 0999
110 7800 350 9001 1109990

Bludal

SUMMARY SHEET

Rubette

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEM: CONTRACTUAL AGREEMENT between School Board of Gadsden County, Florida and Capital City Consultants.

DIVISION:

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

To provide technical assistance and evaluation services to the three district 21st Century programs.

FUND SOURCE: 21st Century

AMOUNT: \$7,000.00

PREPARED BY: Rose Raynak *RR*

POSITION: Director of Federal Programs

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

REVIEWED BY: *RRaynak*

School Board of Gadsden County, Florida
CONTRACTUAL AGREEMENT
Fiscal Years: 2011-2012

This contractual AGREEMENT is made between the School Board of Gadsden County, Florida, a school district, referred to as the "RECIPIENT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and Capital City Consultants a for-profit business organized and existing with its principal place of operations of Capital City Consultants at 2910 Kerry Forest Parkway Suite D4-278, Tallahassee, FL 32309, herein referred to as "CONSULTANT". The contractual AGREEMENT will establish uniform administrative requirements for the CONSULTANT and Gadsden County Public Schools.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONSULTANT

The RECIPIENT agrees to engage the CONSULTANT and the CONSULTANT agrees to perform the functions as outlined in the Scope of Services below. The CONSULTANT understands and agrees that all services are to be secured and implemented solely by the CONSULTANT and no subcontractor will be assigned as a CONSULTANT without the prior written consent of the RECIPIENT.

The RECIPIENT and CONSULTANT understand and agree that this AGREEMENT is valid only if approved and funds awarded for the same by the Florida Department of Education for 21st Century Community Learning Centers.

ARTICLE 2. SCOPE OF SERVICES

CONSULTANT has agreed to provide the RECIPIENT with professional consulting and program evaluation services. CONSULTANT shall provide these services for the three 21st CCLC programs in the district where the district is the fiscal agent. They include Great Centers I, II, and III and encompass the following schools: Greensboro Elementary and East Gadsden High School; St. John and Gretna Elementary; Havana and George Monroe Elementary. CONSULTANT shall provide the scope of services outlined in the deliverables below.

Deliverables provided by the CONSULTANT include:

1. Effective development and implementation of the district's 21st CCLC Evaluation Plan
2. Conduct professional development to 21st CCLC staff in areas such as 21st CCLC orientation, 21st CCLC project deliverables, and 21st CCLC evaluation procedures
3. Conduct formative evaluation of the 21st CCLC program and provide a written report to the district prior to submission to the Florida Department of Education (FDOE)
4. Preparation and assistance with the completion of 21st CCLC project deliverables
5. Preparation and assistance with the completion of the 21st CCLC Mid-Year Report
6. Analysis of data outcomes in the areas of Academic Enrichment, Personal Enrichment, and Adult/Family Services
7. Preparation and assistance with the completion of 21st CCLC Implementation Reports
8. Preparation and assistance with the completion of 21st CCLC Amendments
9. Preparation and assistance with the completion of the 21st CCLC End-of-Year Report

10. Conduct summative evaluation of the 21st CCLC program and provide a written report to the district prior to submission to FDOE.

The RECIPIENT will provide:

1. Information on the needs and issues of the 21st CCLC program that may impact the evaluation services to be provided
2. All evaluation information and/or reports conducted by FDOE or designated agency, if available
3. All compiled student and program data for the development of the 21st CCLC summative evaluation report upon the written, agreed upon timeframe between the CONSULTANT and RECIPIENT.

The CONSULTANT, in collaboration with the Office of Federal Programs, assessment staff, technology staff, and the school principals, will receive access to all related district records to 21st CCLC programs and student achievement.

CONSULTANT agrees that all data relating to RECIPIENT'S business affairs and other information identified as confidential by RECIPIENT remain confidential information of the RECIPIENT. Any other information identified as confidential by CONSULTANT, is confidential information of CONSULTANT. Each party shall use confidential information of the other party which is disclosed to it only for the purposes of this contract and shall not disclose such confidential information to any third party, without the other party's prior written consent, other than to each other's employees on a need-to-know basis.

The CONSULTANT shall use their best efforts to make sure the resulting evaluation reports include all the data necessary to make future decisions and that data supports their recommendations in the report. The CONSULTANT agrees to meet with any district personnel requested by RECIPIENT to ensure that work is responsive to district needs.

ARTICLE 3. DURATION OF AGREEMENT

(a). This AGREEMENT shall begin on December 14, 2011 and end on July 31, 2012 contingent upon the approval and funding by the Florida Department of Education.

ARTICLE 4. DEFINITIONS

Term	Definition
Advance	means a payment made by Treasury check or other appropriate payment mechanism to a Consultant or CONSULTANT upon its request either before outlays are made by the Consultant or through the use of predetermined payment schedules.
Award	means financial assistance that provides support or stimulation to accomplish a public purpose.
Contract	means a procurement contract under an award or sub-award, and a procurement sub-contract under a RECIPIENT'S or CONSULTANT'S contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance. .
Date of Completion	means the date on which all work under an award or sub-award is completed or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
Project costs	means all allowable costs, as established in the applicable Federal cost

Term	Definition
	principles, incurred by a RECIPIENT and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
Project period	means the period established in the award document during which Federal sponsorship begins and ends.
RECIPIENT	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
CONSULTANT	means the legal entity to which a sub-award is made and which is accountable to the RECIPIENT for the use of the funds provided.
Sub-award	means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a RECIPIENT to an eligible CONSULTANT or by a CONSULTANT to a lower tier CONSULTANT. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "award".
Termination	means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion.
Working Capital Advance	means a procedure whereby funds are advanced to the RECIPIENT to cover its estimated disbursement needs for a given initial period.

ARTICLE 5. PAYMENT

(a). This is a fixed fee professional services contract in the amount of \$7,000.00 (seven thousand dollars) where travel fees have been included. In consideration for the work performed by CONSULTANT, the RECIPIENT shall pay the CONSULTANT upon the receipt of a monthly invoice from the CONSULTANT that includes documentation describing the services that were rendered and deliverables met by the CONSULTANT in support of the project for the period that the invoice covers. The invoice will include all relative data relating to each deliverable, any survey information, research analysis, and any other support materials and reports necessary to provide the agreed upon services. The invoice will require a minimum of fourteen (14) days to be processed for payment after it has been approved for payment by the Office of Federal Programs and the district Finance Office. In full and complete compensation for all services provided by CONSULTANT under this AGREEMENT, Gadsden County shall pay to Capital City Consultants the total amount of \$7,000.00 for services rendered as described under the Scope of Services. Capital City Consultants will invoice the district monthly in the amount of \$1,000 per month (equal monthly payments) beginning January 31, 2011. The invoices shall be prepared and addressed to: Ms. Rose Raynak, Director of Federal Programs. Checks will be made payable to Capital City Consultants and mailed to the agency office. The invoices will be sent in immediately after completion of the deliverables listed under the Scope of Services according to the predetermined timeline agreed upon by CONSULTANT and RECIPIENT.

(b). The CONSULTANT shall not pledge the RECIPIENT'S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c). The total cost of the AGREEMENT is \$7,000.00.

ARTICLE 6. PUBLIC RECORDS

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONSULTANT to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

ARTICLE 7. ACCESS AND RETENTION OF RECORDS

The RECIPIENT shall have access to all CONSULTANT'S records that are directly pertinent to this AGREEMENT. The CONSULTANT, when applicable, shall retain all required records for five (5) years after the RECIPIENT makes the final payment and all other pending matters are closed. The CONSULTANT shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal and District requirements

ARTICLE 8. TERMINATION OF AGREEMENT

The parties hereto contemplate this contract to run for the designated time period cited above subject to review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with no more than thirty (30) days written notice specifying the effective termination date. The RECIPIENT agrees not to terminate this contract without first apprising CONSULTANT both orally and in writing, regarding the causes of the difficulties leading to termination. Upon termination, the district shall be responsible for payment of all costs incurred by CONSULTANT in the performance of the AGREEMENT prior to termination. Upon termination, all finished or unfinished documents and other material related to these services shall become the property of the RECIPIENT.

ARTICLE 9. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 10. PERSONNEL and LEVEL 2 CLEARANCE

Pursuant to Florida Statutes 1012.465 Background screening requirement for certain non-instructional school district employees and contractors – non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32 F.S. Contractual personnel shall include any vendor, individual or entity under contract with the school board. CONSULTANT agrees to comply with all requirements of the Jessica Lunsford Act as described in this article. CONSULTANT will work cooperatively with all district employees.

ARTICLE 11. INDEPENDENT CONSULTANT

The CONSULTANT is an independent business owner and not an employee or agent of the RECIPIENT. CONSULTANT shall be acting as independent business owner in the performance of this AGREEMENT, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this AGREEMENT.

ARTICLE 12. NONDISCRIMINATION AND COMPLIANCE

During the performance of this contract, CONSULTANT agrees to work in an environment free from all forms of discrimination. The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, disability, marital status, sexual orientation, veteran status, or age in the performance of work.

ARTICLE 13. ADMINISTRATION OF AGREEMENT

- (a) The CONSULTANT'S contract administrator and contact is Mr. Zackary Gibson and/or his designee.
- (b) The RECIPIENT'S contract administrator and contact is Ms. Rose Raynak, Director of Federal Programs and/or her designee.
- (c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (d) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 14. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, prior negotiations, offers, representations or agreements on this subject made by either party, their agents, or employees.

CONFLICT OF INTEREST: As of the date of this AGREEMENT, CONSULTANT is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with its ability to fulfill the terms of the AGREEMENT.

ARTICLE 15. DISPUTES, CONFLICTS, and ENFORCEMENT

It is mutually agreed and understood that this contract shall be governed by the laws of the State of Florida, both as to interpretation and to performance, and that any action at law, suit in equity, or judicial proceeding for the enforcement of this contract, or any provision thereof, shall be instituted and maintained in any court of competent jurisdiction in Gadsden County, Florida. Any action by a party for enforcement of this AGREEMENT shall be maintained in Gadsden County. Pending final determination of any dispute hereunder, CONSULTANT shall proceed diligently with the performance of this contract. This contract shall be construed and interpreted solely in accordance with the laws of the State of Florida without giving effect to the conflicts of laws or provisions thereof. Conflicts of law contained in any part of this contract shall not warrant the entire contract as voided.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Mr. Zackary Gibson, Capital City Consultants have executed this AGREEMENT.

Mr. Zackary Gibson, Capital City Consultants

Date

Mr. Reginald C. James
Superintendent of Schools

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEM: Contract between Gadsden County Schools and Joseph Knicely

DIVISION:

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Professional consulting and program technical assistance services to assist the Gadsden County Public Schools in meeting and maintaining program compliance for Title I programs. These services were recommended by Florida Department of Education (FDOE) when the district was cited for multiple infractions of compliance. Mr. Knicely shall assist Finance Office and the Office of Federal Programs in understanding federal requirements and in maintaining full compliance of daily activities related to Title I programs, including rank and serve and comparability.

Mr. Knicely, in collaboration with the Director of Federal Programs, finance staff, and other district staff will receive access to all related district records to Title I programs.

FUND SOURCE: Federal Programs
AMOUNT: \$35,000.00
PREPARED BY: Rose Raynak
POSITION: Director of Federal Programs

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: 

School Board of Gadsden County, Florida
CONTRACTUAL AGREEMENT
Fiscal Years: 2011-2012

This contractual AGREEMENT is made between the School Board of Gadsden County, Florida, a school district, referred to as the "RECIPIENT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and Joseph H. Knicely, CPA a for-profit consultant organized and existing with its principal place of operations at 3407 Tallavana Trail, Havana, FL 32333, herein referred to as "CONSULTANT". The contractual AGREEMENT will establish uniform administrative requirements for the CONSULTANT and Gadsden County Public Schools.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONSULTANT

The RECIPIENT agrees to engage the CONSULTANT and the CONSULTANT agrees to perform the functions as outlined in the Scope of Services below. The CONSULTANT understands and agrees that all services are to be secured and implemented solely by the CONSULTANT and no subcontractor will be assigned as a CONSULTANT without the prior written consent of the RECIPIENT.

The RECIPIENT and CONSULTANT understand and agree that this AGREEMENT is valid only if approved and funds awarded for the same by the Florida Department of Education for Title I, Part A Basic.

ARTICLE 2. SCOPE OF SERVICES

CONSULTANT has agreed to provide the RECIPIENT with professional consulting and program technical assistance services to assist the Gadsden County Public Schools in meeting and maintaining program compliance for Title I programs. CONSULTANT has been recommended by Florida Department of Education (FDOE) when the district was cited for multiple infractions of compliance. CONSULTANT shall assist Finance Office and the Office of Federal Programs in understanding federal requirements and in maintaining full compliance of daily activities related to Title I programs, including rank and serve and comparability.

The CONSULTANT, in collaboration with the Director of Federal Programs, finance staff, and other district staff will receive access to all related district records to Title I programs.

CONSULTANT agrees that all data relating to RECIPIENT'S business affairs and other information identified as confidential by RECIPIENT remain confidential information of the RECIPIENT. Any other information identified as confidential by CONSULTANT, is confidential information of CONSULTANT. Each party shall use confidential information of the other party which is disclosed to it only for the purposes of this contract and shall not disclose such confidential information to any third party, without the other party's prior written consent, other than to each other's employees on a need-to-know basis.

The CONSULTANT agrees to meet with any district personnel requested by RECIPIENT to ensure that work is responsive to district needs.

ARTICLE 3. DURATION OF AGREEMENT

(a). This AGREEMENT shall begin on July 1, 2011 and end on June 30, 2012 contingent upon the approval and funding by the Florida Department of Education.

ARTICLE 4. DEFINITIONS

Term	Definition
Advance	means a payment made by Treasury check or other appropriate payment mechanism to a Consultant or CONSULTANT upon its request either before outlays are made by the Consultant or through the use of predetermined payment schedules.
Award	means financial assistance that provides support or stimulation to accomplish a public purpose.
Contract	means a procurement contract under an award or sub-award, and a procurement sub-contract under a RECIPIENT'S or CONSULTANT'S contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance. .
Date of Completion	means the date on which all work under an award or sub-award is completed or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
Project costs	means all allowable costs, as established in the applicable Federal cost principles, incurred by a RECIPIENT and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
Project period	means the period established in the award document during which Federal sponsorship begins and ends.
RECIPIENT	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
CONSULTANT	means the legal entity to which a sub-award is made and which is accountable to the RECIPIENT for the use of the funds provided.
Sub-award	means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a RECIPIENT to an eligible CONSULTANT or by a CONSULTANT to a lower tier CONSULTANT. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "award".
Termination	means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion.
Working Capital Advance	means a procedure whereby funds are advanced to the RECIPIENT to cover its estimated disbursement needs for a given initial period.

ARTICLE 5. PAYMENT

- (a). This is a professional services contract on an as-needed basis not to exceed the amount of \$35,000 (thirty five thousand dollars) where travel fees have been included and with the exception of contract extensions, for responsibility as outlined in this contract. In consideration for the work performed by CONSULTANT, the RECIPIENT shall pay the CONSULTANT upon the receipt of a invoice from the CONSULTANT that includes documentation describing the services that were rendered by the CONSULTANT in support of the period that the invoice covers. The invoices will include hours worked and type of technical assistance provided and will not reflect any more than \$800 per day fees (\$100.00 per hour) to provide the agreed upon services. The invoice will require a minimum of fourteen (14) days to be processed for payment after it has been approved for payment by the Office of Federal Programs and the district Finance Office. In full and complete compensation for all services provided by CONSULTANT under this AGREEMENT, Gadsden County shall pay to Joseph H. Knicely, CPA the total amount of no more than \$35,000 for services rendered as described under the Scope of Services. Joseph H. Knicely, CPA will invoice the district beginning any time after July 1, 2011. The invoices shall be prepared and addressed to: Ms. Rose Raynak, Director of Federal Programs. Checks will be made payable to Joseph H. Knicely, CPA and mailed to the agency office.
- (b). The CONSULTANT shall not pledge the RECIPIENT'S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- (c). The total cost of the AGREEMENT is no more than \$35,000.

ARTICLE 6. PUBLIC RECORDS

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONSULTANT to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

ARTICLE 7. ACCESS AND RETENTION OF RECORDS

The RECIPIENT shall have access to all CONSULTANT'S records that are directly pertinent to this AGREEMENT. The CONSULTANT, when applicable, shall retain all required records for five (5) years after the RECIPIENT makes the final payment and all other pending matters are closed. The CONSULTANT shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal and District requirements

ARTICLE 8. TERMINATION OF AGREEMENT

The parties hereto contemplate this contract to run for the designated time period cited above subject to review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with no more than thirty (30) days written notice specifying the effective termination date. Upon termination, the district shall be responsible for payment of all costs incurred by CONSULTANT in the performance of the AGREEMENT prior to termination. Upon termination, all finished or unfinished documents and other material related to these services shall become the property of the RECIPIENT.

ARTICLE 9. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 10. PERSONNEL and LEVEL 2 CLEARANCE

Pursuant to Florida Statutes 1012.465 Background screening requirement for certain non-instructional school district employees and contractors – non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32 F.S. Contractual personnel shall include any vendor, individual or entity under contract with the school board. CONSULTANT agrees to comply with all requirements of the Jessica Lunsford Act as described in this article. CONSULTANT will work cooperatively with all district employees.

ARTICLE 11. INDEPENDENT CONSULTANT

The CONSULTANT is an independent business owner and not an employee or agent of the RECIPIENT. CONSULTANT shall be acting as independent business owner in the performance of this AGREEMENT, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this AGREEMENT.

ARTICLE 12. NONDISCRIMINATION AND COMPLIANCE

During the performance of this contract, CONSULTANT agrees to work in an environment free from all forms of discrimination. The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, disability, marital status, sexual orientation, veteran status, or age in the performance of work.

ARTICLE 13. ADMINISTRATION OF AGREEMENT

- (a) The CONSULTANT'S contract administrator and contact is Mr. Joseph H. Knicely, CPA and/or his designee.
- (b) The RECIPIENT'S contract administrator and contact is Ms. Rose Raynak, Director of Federal Programs and/or her designee.
- (c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (d) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 14. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, prior negotiations, offers, representations or agreements on this subject made by either party, their agents, or employees.

CONFLICT OF INTEREST: As of the date of this AGREEMENT, CONSULTANT is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with its ability to fulfill the terms of the AGREEMENT.

ARTICLE 15. DISPUTES, CONFLICTS, and ENFORCEMENT

It is mutually agreed and understood that this contract shall be governed by the laws of the State of Florida, both as to interpretation and to performance, and that any action at law, suit in equity, or judicial proceeding for the enforcement of this contract, or any provision thereof, shall be instituted and maintained in any court of competent jurisdiction in Gadsden County, Florida. Any action by a party for enforcement of this AGREEMENT shall be maintained in Gadsden County. Pending final determination of any dispute hereunder, CONSULTANT shall proceed diligently with the performance of this contract. This contract shall be construed and interpreted solely in accordance with the laws of the State of Florida without giving effect to the conflicts of laws or provisions thereof. Conflicts of law contained in any part of this contract shall not warrant the entire contract as voided.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Mr. Joseph H. Knicely, CPA have executed this AGREEMENT.

Mr. Joseph H. Knicely, CPA

Date

Mr. Reginald C. James
Superintendent of Schools

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8e

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEM: Contract for Sale And Purchase with Open Word Worship Center, Inc. for property located at 62 Lonnie Clark Road, Greensboro, Florida 32330

DIVISION: Administration

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

Proposed Contract for Sale And Purchase with Open Word Worship Center, Inc. for property located at 62 Lonnie Clark Road, Greensboro, Florida

AMOUNT: As Per Agreement

PREPARED BY: Reginald C. James

POSITION: Superintendent of Schools

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

This form is to be duplicated on light blue paper.

CONTRACT FOR SALE AND PURCHASE

PARTIES: **SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, a public body corporate under the laws of Florida, hereinafter called SELLER, whose address is 35 Martin Luther King, Jr. Boulevard, Quincy, Florida 32351, and **OPEN WORD WORSHIP CENTER, INC., a Florida non-profit corporation**, whose mailing address is 553 Thomas Drive, Quincy, Florida 32352, hereinafter called BUYER, in consideration of the obligations expressed in this agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree that the SELLER shall sell and the BUYER shall buy the following property upon the terms and conditions hereinafter set forth. Wherever the context hereof so requires or admits, the terms "SELLER" and "BUYER" shall include singular and plural, and use of any gender shall be applicable to all genders, and this instrument shall be binding upon all parties hereto and their legal representatives, successors, and assigns.

1. **LEGAL DESCRIPTION:** See Exhibit "A" attached hereto and referred to hereinafter as the "Property."
2. **PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE:** All fixed equipment and fixtures, and the following non-fixed items: The sale of the Property shall also include the following fixtures and personal property associated with the Property (unless specifically excluded below), including: gas heaters; propane tanks (including propane if owned); central heating, ventilation and air conditioning equipment and fixtures; sump pumps; attached TV antennas and cables; lighting and light fixtures; plumbing equipment and fixtures; attached mirrors; linoleum; wall-to-wall carpet; window and porch shades; blinds; storm windows and doors; screens; curtain and drapery rods; awnings; automated garage door openers and remote control units; keys; attached humidifiers; attached outside cooking units; attached fireplace screens and/or glass doors; attic and ceiling fans; built-in kitchen appliances; and table, chairs, equipment, etc.
3. **METHOD OF PAYMENT:**
 - (a) Purchase money note and mortgage from BUYER to SELLER in the principal amount of \$205,000.00 bearing interest at one percent (1%) per annum, payable in 240 monthly installments of \$942.78 until paid in full; the first mortgage installment to become due on the first day of the sixth month from closing. \$205,000.00
 - (b) **TOTAL PURCHASE PRICE** \$205,000.00
4. **TIME FOR ACCEPTANCE:** If this offer is not executed by SELLER and BUYER prior to _____ p.m. on _____, the deposit shall be returned to BUYER and this offer shall be null and void. The date of this Contract shall be the date when the last party has signed this Contract.
5. **CLOSING AND POSSESSION:** This Contract shall be closed and the deed delivered on or before _____, unless extended by other provisions of this Contract. If additional time is required by lender to close, closing and possession date shall be extended, not to exceed sixth (60) days. Possession of the Property shall be delivered to BUYER at closing. **ANY MONIES DUE AT CLOSING SHALL BE TENDERED BY**

CONTRACT FOR SALE AND PURCHASE

CASHIER'S CHECK OR CASH. Closing shall be held at the Ausley & McMullen, P.A., 123 South Calhoun Street, Tallahassee, Florida.

6. EVIDENCE OF TITLE: BUYER [] does or [] does not desire to obtain an owner's title insurance policy in the amount of the purchase price at closing. If BUYER has elected to obtain title insurance then within fourteen (14) days after the Effective Date, SELLER shall obtain and deliver to BUYER, a title insurance commitment ("**Commitment**") issued by a title insurance company selected by SELLER ("**Title Company**") agreeing to issue to BUYER upon recording of the deed hereafter mentioned, an owner's title insurance policy in the amount of the purchase price; insuring that the title to the Property is free and clear of any easements, liens or encumbrances unless otherwise expressly permitted or provided herein. BUYER shall pay the costs of the Commitment and of the Title Policy including any title examination or investigation fees and the costs for the premium for the Title Policy to be issued pursuant to the Commitment. BUYER shall be entitled to make objections to title if (i) the form of the Commitment is other than as described in this paragraph, or (ii) the Commitment reveals any exceptions to title (other than the lien of taxes not yet due and payable) that are not acceptable to BUYER in its sole discretion. BUYER shall notify SELLER of any title objections by facsimile, e-mail, or mail within five (5) days of receipt of the Commitment and SELLER shall have twenty (20) days after the receipt of BUYER's objections within which to resolve BUYER's title objections. In the event SELLER is unable to satisfy BUYER's objections within said time period and so notifies BUYER in writing, BUYER may elect to cancel this Agreement, in which event Escrow Agent shall immediately return to BUYER the Earnest Money Deposit and any other deposit(s) made by BUYER together with any interest earned thereon, or BUYER may waive in writing its title objections and accept the condition of title. Title exceptions (exclusive of any liens, all of which SELLER hereby agrees to satisfy on or before Closing, except in the event any such lien is contested by SELLER in which event SELLER shall obtain a bond securing payment of such lien) not objected to, approved or accepted in writing by BUYER shall hereinafter be referred to as "**Permitted Exceptions**".
7. INSTRUMENTS: Title to real Property shall be conveyed by SPECIAL WARRANTY DEED unless otherwise agreed in writing. SELLER represents that it has legal authority and capacity to convey title to the Property together with any improvements thereon. SELLER shall furnish to BUYER a SELLER's affidavit that there have been no alterations or improvements to the Property for ninety (90) days preceding date of closing for which a lien could be filed. If the Property has been improved within ninety (90) days preceding closing date, the SELLER shall deliver releases or waivers of all mechanic's liens or receipted bills, executed by general contractors, subcontractors, suppliers or materialmen, and SELLER's mechanic's lien affidavit. Upon request copies of all instruments shall be furnished at least 24 hours prior to closing.
8. RESTRICTIONS AND EASEMENTS: BUYER agrees to take title to the Property subject to a purchase money mortgage described above, taxes for the current and subsequent years, special assessments and those accruing hereafter, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, and restrictive covenants of record.

CONTRACT FOR SALE AND PURCHASE

9. ROAD MAINTENANCE: The BUYER may be responsible for the maintenance of roads and related drainage, if any, serving this Property, and unless there is an ownership interest in such roads and related drainage by governmental authorities, said governmental authority shall have no responsibility for such maintenance. If this Property is located within the City of Greensboro and is served by a street and/or street drainage facility which is not dedicated to the public according to the City, then the local government does not have responsibility for maintenance of the streets and/or street related drainage facilities, if any, serving this Property, and the BUYER may be responsible for such maintenance.

10. NEW FINANCING:

(a) SELLER FINANCING: Purchase money mortgage and note to SELLER shall follow forms generally accepted and used in the county where the Property is located. Said mortgage shall provide for but not be limited to the following:

- (1) Insurance against loss by fire, with extended coverage, in an amount not less than the total amount of all mortgages or 80% of replacement value, whichever is greater. Mortgagee (SELLER) shall be named as loss payee.
- (2) Acceleration, at the option of the holder, after 30 days default.
- (3) The right of a mortgagor (BUYER) to prepay all or part of the principal at any time with interest to date of payment without penalty.
- (4) All sums outstanding under the mortgage shall be due in full on resale of the Property.

11. WARRANTIES AND REPRESENTATIONS CONDITION OF PROPERTY:

This contract is subject to and BUYER has the option of having the property inspected, at BUYER'S expense, by an appropriately state licensed person dealing in construction, repair or inspections. The BUYER shall have twenty (20) days (the "Inspection Period") in which to conduct and complete such investigation. Said inspection shall include, but not be limited to the right to inspect the property for structural defects, visible evidence of leaks, plumbing, heating, air conditioning, electrical, appliances, if any, and any other major components of the premises and the right to conduct and complete such investigations as to the Land, the physical condition thereof, matters of zoning and all other matters with respect to the Land which are in BUYER's judgment relevant to BUYER's determination whether to purchase the Land or to terminate this Agreement. During this inspection period, BUYER, its agents and contractors, shall have the right to enter upon the Property and to perform such reasonable acts as BUYER deems necessary in order to make soil tests, borings, engineering studies, surveys and other like tests and studies. All such entries shall be at the risk of BUYER, and SELLER shall have no liability for any injuries sustained by BUYER or any of BUYER's agents or contractors. BUYER agrees to repair or restore promptly any damage to the Property caused by BUYER, its agents or contractors. BUYER hereby agrees to indemnify, defend and hold the SELLER harmless from and against any loss, damage or claim by virtue of BUYER's activities conducted under the provisions of this section of the Agreement. This indemnification shall survive the Closing hereunder, or any termination of this Agreement. If BUYER does not elect to conduct an inspection within the time provided above, BUYER agrees that the right to conduct the inspection shall be waived.

If for any reason whatsoever, in BUYER's sole discretion, BUYER determines during the Inspection Period that it does not wish to purchase the Land and to close the transaction contemplated hereby, BUYER shall have the absolute right to terminate this Agreement by giving written notice of such termination to SELLER in the manner hereinafter provided for the giving of notices, prior to the expiration of the Inspection Period, and delivering to SELLER all prepared materials procured by BUYER in BUYER's inspection of the Land ("Inspection Documents"). Upon receipt of such notice, the deposit shall be paid to BUYER and thereafter this Agreement shall be deemed terminated and of no further force and effect and both parties shall be released and relieved of any liability or obligations hereunder. If BUYER does not provide notice of termination prior to the expiration of the Inspection Period, then it shall be presumed conclusively that BUYER is satisfied with its investigation, and thereafter BUYER shall have no further right to terminate this Agreement and, subject to the provisions relating to SELLER's Default hereof, shall be obligated to close the transaction contemplated herein on the Closing Date. If BUYER does not elect to conduct an inspection within the time provided above, BUYER agrees that the right to conduct the inspection shall be waived.

AS-IS CONDITION OF PROPERTY. At Closing, BUYER agrees it shall accept the Property as-is without any type of warranty thereon. BUYER further understands that SELLER has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the Property.

12. **ENVIRONMENTAL CONDITIONS:** BUYER acknowledges the availability of environmental engineering firms which can perform environmental audits on subject property. If BUYER elects not to have an environmental audit performed on subject property, then BUYER accepts all responsibility associated with any potential environmental problems which may occur. BUYER relieves SELLER of any and all responsibility in connection with any unknown environmental problems which may occur on subject property.
13. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, can present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. The undersigned buyers hereby acknowledge receipt of this disclosure before signing a contract.
14. **MAINTENANCE:** Between date of Contract and date of closing or the date of possession, whichever occurs first, the Property, and other improvements, if any, shall be maintained by SELLER in the condition existing on the date of the Contract, ordinary wear and tear excepted.
15. **RISK OF LOSS:** The risk of loss or damage to the premises by fire or otherwise is assumed by SELLER until closing of this transaction. If premises are damaged, BUYER shall have the option to void this Contract. If BUYER does not void this Contract, BUYER shall proceed to closing.
16. **PRORATIONS:** All taxes from the current year, rents, hazard insurance premiums on policies assumed by BUYER, and property owners' association dues, if any, shall be prorated as of date of closing. BUYER shall be deemed the owner of the Property on date

of closing. All prorations shall be adjusted to the cash due at closing. The agreements contained herein shall survive closing.

17. **EXPENSES:**

BUYER SHALL PAY FOR THE FOLLOWING:

Owner's title insurance, if any
Mortgagee's title insurance, if any
Recording fees
State documentary stamps on deed
State documentary stamps on note
Intangible tax on mortgage
Buyer's attorney fees
Any loan cost required by lender

SELLER SHALL PAY FOR THE FOLLOWING:

Preparation of deed, affidavit
Seller's attorney fees

18. **SURVEY:** If BUYER desires a survey, he shall have the Property surveyed at his expense prior to closing date. If the survey shows an encroachment, the same shall be treated as a title defect.
19. **DEFAULT:** If BUYER fails to perform any covenants of this Contract within the time specified, all deposits paid by BUYER may be retained by or for the account of SELLER, as liquidated damages. If SELLER fails to perform any covenants of this Contract, all deposits, at the option of the BUYER, shall be returned to Buyer. Upon such event, all parties shall be released of their rights and obligations under this Contract. As an alternative to the foregoing, however, either non-defaulting party, may proceed at law or in equity to enforce his legal rights under this Contract, including, but not limited to, the right to bring suit for specific performance.
20. **ATTORNEY FEES AND COSTS:** In connection with any litigation, including appeals, arising out of this Contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney fees.
21. **SPECIAL ASSESSMENT LIENS:** Certified, confirmed or ratified special assessment liens as of the date of closing (and not as of date of the Contract) are to be paid by SELLER. Pending liens as of date of closing shall be assumed by BUYER, provided, however, that where the improvement has been substantially completed as of date of Contract, such pending liens shall be considered as certified, confirmed or ratified, and SELLER shall be charged at closing an amount equal to the last estimate of the improvement assessment.
22. **LEASES:** SELLER shall furnish copies of all written leases, if any, to BUYER prior to closing. If there are any persons in possession of the Property without written leases, estoppel letters from such persons specifying the nature and duration of occupancy shall be furnished to BUYER by SELLER prior to date of closing.

- 23. COMMISSION TO REALTOR: BUYER and SELLER acknowledge neither BUYER nor SELLER HAS employed a REALTOR or broker in connection with this Contract and sale of property.
- 24. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
- 25. SPECIAL CLAUSES: Any provisions contained in this SPECIAL CLAUSES section of this Contract or in exhibits attached hereto shall control and govern any contrary or inconsistent provisions appearing elsewhere in this Contract.

Executed by BUYER on _____

Executed by SELLER on _____

OPEN WORD WORSHIP CENTER, INC.

SCHOOL BOARD OF GADSDEN
COUNTY, FLORIDA

By: _____
ROBERT L. WEST, JR.

By: _____
REGINALD C. JAMES

As its: _____

As its: Superintendent

ATTESTED BY:

ATTESTED BY:

As its: _____

JUDGE B. HELMS, JR.
As its: Chairman of the Board

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12/7/2011 3:43 PM

Thomas P. Skipper
Professional Surveyor and Mapper
16 East Washington Street
Quincy, Florida 32351
(850) 627-9754

November 16, 2011
Legal Description for Gadsden County School Board
Old Greensboro Elementary School – 10.74 Acres

A parcel of land lying in the Northwest one quarter of the Northwest one quarter of Section 17, Township 2 North, Range 5 West, Gadsden County, Florida, said parcel being a part of and lying within the lands described in Deed Book "MMM", page 318-319, Deed Book 118, page 439, and Official Record Book 59, page 6, all recorded in the Public Records of said county, more particularly described by metes and bounds as follows:

BEGIN at a concrete monument (LS3031) marking the Northeast corner of said lands as described in Deed Book 118, page 439 and run;

Thence South (Bearing Base) 893.85 feet to a concrete monument (LS3031) on the Northerly right of way boundary of Sycamore Road (County Road No. 270 – 66 foot right of way), said point marking the Southeast corner of said lands (Deed Book 118, page 439);

Thence South 89 degrees 54 minutes 04 seconds West along said Northerly right of way boundary a distance of 598.76 feet to a concrete monument (LS3031) marking a point of intersection of the Easterly right of way boundary of Lonnie Clark Road (County Road No. 270-B – 75 foot right of way) and said Northerly right of way boundary;

Thence North 00 degrees 03 minutes 02 seconds West along said Easterly right of way boundary a distance of 567.03 feet to a concrete monument (LS3031) on the Southern boundary of the St. Joseph Primitive Baptist Church;

Thence North 89 degrees 50 minutes 39 seconds East 207.26 feet to a concrete monument (LS3031) marking the Southeast corner of said church lands;


Thence North 210.00 feet to a concrete monument (LS3031) marking the Northeast corner of said church lands;

Thence continue North 117.29 feet to a concrete monument (LS3031) marking the Northwest corner of said lands (Deed Book 118, page 439);

Thence East 392.00 feet to the POINT OF BEGINNING.

Containing 10.74 acres, more or less.

The above described parcel of land subject to a drainage ditch (undetermined width).


THOMAS P. SKIPPER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER LS3031

92-136

Exhibit "A"

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8F

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEM: **Collective Bargaining Agreement between The School Board of Gadsden County and Gadsden Educational Staff Professional Association July 2011-June 2012**

DIVISION:

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Approval of the July 2011 – June 2012 Collective Bargaining Agreement Between The School Board of Gadsden County and Gadsden Educational Staff Professional Association is requested.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Rocky Pace

POSITION: Chief Negotiator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

COLLECTIVE BARGAINING

BETWEEN

**The School Board of
Gadsden County**

And

**Gadsden Educational Staff
Professional Association**

2011-2012 Contract

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ARTICLE I RECOGNITION

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

ARTICLE II NEGOTIATION PROCEDURE

- A. In negotiating this Agreement, neither party shall have control over the selection of the representatives of the other party. However, the number of representatives per team shall not exceed five (5). Throughout negotiations, the chief negotiators shall sign all tentative agreements. There shall be six (6) signed copies of the final agreement. Four (4) copies shall be retained by the Board and two (2) copies retained by the Union.
- B. Following tentative agreement of the contract, the Board agrees to print a maximum of three (3) draft copies per work site for GESPA to distribute to its bargaining unit members for the purpose of ratification. The cost of printing shall be at the expense of the Board.
- C. Negotiation sessions not involving third party neutrals shall begin at a mutually agreed upon time. When it is necessary for a negotiation session to take place during normal working hours, only the members of the bargaining team shall be granted leave-in-line-of-duty. Such leave may include time for travel from the member's work site to the session site.
- D. Primary access to this Contract shall be through an electronic version that shall be available on the District and Association websites. A limited number of copies shall be printed at the expense of the Board within sixty (60) days after ratification for new employees and for administrative purposes. The Board also shall furnish fifty (50) copies to GESPA for its use.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions.

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

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

C. Resort to Other Procedures.

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

D. Representation and Appearances.

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

E. Formal Grievance Procedure.

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

STEP 1

3. A grievance shall be filed with the employee's site administrator within twenty (20) days following the occurrence of the alleged violation of the contract if the informal resolution process is used, or ten (10) days if the informal resolution process is not used. The grievance shall state the facts

giving rise to the alleged violation, the specific section(s) of the contract alleged to have been violated, the employee's contention with respect to these provisions, and the specific relief sought, and shall be signed by the grievant. Within twenty (20) days after receiving the grievance, the site administrator shall meet with the grievant and representative, if representation is being used, and communicate his/her decision in writing to the grievant and the grievant's representative or otherwise resolve the grievance.

STEP II

4. If the grievant is not satisfied with the decision at Step I, he/she may, within ten (10) days following receipt of the Step I decision or following the date on which the Step I decision was due if no decision is provided, file a request for review of the Step I decision with the Superintendent's designee on the appropriate form. The Superintendent's designee shall, upon request, meet with the grievant and/or representative and may conduct whatever investigation is necessary to make a finding. Within twenty (20) days of the receipt of the grievance at Step 2, the Superintendent's designee shall communicate his/her Step 2 written decision to the grievant and/or representative or otherwise resolve the grievance.

STEP III

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

STEP IV

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

Step V

7. Arbitration

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

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

ARTICLE IV ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Use of facilities
GESPA and its representative shall have the right to use the Board's work sites and equipment in accordance with the applicable provisions of Gadsden County School Board Policy 9.30 entitled Use of Facilities. When fees are required, they will be assessed to GESPA for payment based on the fee schedule recommended by the Superintendent and approved by the School Board of Gadsden County.
- B. Communication to Employees
1. Bulletin Boards. GESPA shall have the right to post notification of activities and matters of GESPA concern on a designated bulletin board at each work site. The designated bulletin board will be established by mutual agreement of the site administrator and the president of GESPA.
 2. GESPA shall have the right to use any intra-school communications system, the inter-school mail and e-mail systems (based on server availability), and mailbox distribution system. Distribution of materials shall be in compliance with procedures agreed upon by the site administrator and GESPA and the rules and policies of the Board. These communication systems shall not be used to transmit or display materials if the content of which relates to election campaigns for public office. In the event that the Board must collect postage for GESPA's use of the district inter-mail system, GESPA will be responsible for the payment of all such postage and cooperatively work out procedures for such payment.
- C. Information Provided to GESPA
1. Reports Provided to GESPA: The board shall provide GESPA without charge, during the weeks of September 1 and February 1 of each year a list of employees including the following information: name, classification, pay grade, hourly rate of pay, work site, home address, work phone number, and district hire date.
 2. GESPA Access to District Policies and Rules: GESPA shall have access to District policies and rules and Board agendas and shall be notified of changes of such policies and rules when site administrators and other District Administrators are notified of such changes and at least five (5) days prior to the implementation, if feasible. The site administrator shall provide the site representative with one (1) copy of any district policy or rule requested by the site representative.
- D. Upon appropriate authorization by any employee, the board will directly deposit the employee's entire salary into any official financial institution that provides a bank routing number. In addition, the board will directly deposit a part or all of the employee's salary into the Envision Credit Union.

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

1. Any employee may authorize dues deduction by presenting to the Board on or before September 10 of the applicable school year a signed membership form authorizing the Board to deduct from the employee's salary an amount certified in writing by the GESPA to the Board, on or before September 1 of the applicable school year, as being due to the GESPA from each member thereof as membership dues for that fiscal year, which amount shall be evenly divisible by ten (10) and deducted monthly beginning with the September pay check and continuing consecutively until ten (10) deductions have been made presenting said membership form to the Board after September 10 and at the time during the applicable school year, in which case the total amount to be deducted shall be a fraction of the annual dues based on the number of checks still to be issued in that year, beginning with the first check issued at least fifteen (15) calendar days after the Board's receipt of the employee's completed membership form. Sums so deducted from the employee's remaining salary checks shall be as nearly equal in amount as practicable. Provided, however that any employee whose employment begins after September 10 of the applicable school year may apply for such dues deduction, if the appropriate completed membership form is received by the Board not later than thirty (30) days after the beginning of the employee's employment by the Board. All such deductions and remittances by the school board shall be made in accordance with stipulations established by the Board or the Superintendent of Schools and remitted to the Big Bend Service Unit.
2. The District will provide GESPA with one payroll deduction slot for the purpose of deducting premiums (after tax) for companies participating in the benefits programs sponsored by GESPA through the NEA Member Benefits Program. All deductions shall be made on a twelve month basis using a mutually agreeable form to be provided by GESPA and transmitted to the common remitter selected by GESPA or its affiliates for such purpose as a single check amount to the remitter each payroll period. GESPA will hold the Board harmless for any claims arising out of the use of these payroll deduction slots. These deductions shall not be limited or restricted to any certain number of participants by the Board.

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

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

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

H. Temporary Duty for GESPA Activities

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

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

- 1) Work interruptions for GESPA business shall be minimized through the use of E-mail, voice mail, answering machine, call forwarding, where available.

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

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

- I. The Board may grant employees leave-in-line-of-duty each fiscal year as described below to carry out GESPA activities.
1. Legislative Committee – A legislative committee comprised of five (5) members appointed by the GESPA President shall be allowed three (3) day sduring the Legislative Session to lobby for educational concerns benefiting the Gadsden County School District.
 2. Florida Education Association Delegate Assembly – The Board agrees to grant two (2) days to each elected delegate to attend the Annual Delegate Assembly of the Florida Educational Association.
 3. Summer Leadership Training. Up to six (6) members of the GESPA Executive Board shall be granted up to a total of eighteen (18) days to attend Summer Leadership Training programs.
 4. Collective Bargaining Committee. A list of members of the GESPA bargaining committee shall be provided to the Board's negotiator by April 1 of each year. Such members shall be provided temporary duty for negotiations under the provisions of Article II, Section C of the Contract.
 5. Other GESPA Activities. Authorized GESPA representatives may request temporary duty to meet with employees at their work site for up to two hours to address GESPA business, provided the authorized representatives report their presence to the work site administrator or his/her designee and meet in a non-work area during the employee's duty-free time.
 6. GESPA Committee Representation. The GESPA President may appoint a GESPA representative(s) to any committee(s) appointed by the School Board that has an effect, long-term or short-term, on its membership. These shall include but not be limited to budget, compensation, sick leave bank, capital outlay, and staffing. Membership on committee(s) is advisory in nature.
- J. Paid leave for GESPA Activities – Each year of this contract, representatives of the GESPA may be granted up to a total of ten (10) days of paid leave to conduct GESPA business provided the following conditions are met:
1. An employee shall provide the site administrator with a leave request form for the paid leave a minimum of forty-eight (48) hours prior to such leave.
 2. The site administrator shall approve the request for paid leave unless he/she document in writing at least 24 hours in advance that the employee's absence would significantly impede the operation of the work unit, and under no circumstances shall the leave be denied after the leave has been duly authorized and approved by the administrator.
 3. No more than two (2) employees may be absent from any faculty on any day on such paid leave.
 4. No more than ten (10) employees in the district may be absent on such paid leave on any day.
 5. Except for the president of the GESPA, no employee may be absent on paid leave for GESPA activities for more than ten (10) days.
 6. The School Board, in conjunction with the GESPA, shall be responsible for tracking the amount of paid leave taken for GESPA activities.

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

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ARTICLE V

EMPLOYEE RIGHTS, PROTECTION AND RESPONSIBILITIES

- A. Pursuant to the Florida Public Employees – Collective Bargaining Act, as amended, *Florida Statutes* 447.01 et seq., the Board hereby agrees that every employee shall have the right to freely join and participate in any employee organization of his/her own choosing and to negotiate collectively, through a certified bargaining agent, with his/her public employer in the determination of the wages, hours, terms and conditions of his/her employment, and to engage in concerted activities not prohibited by law and/or school board policy, for the purpose of collective bargaining. While the Board understands and agrees that it will not interfere with, restrain, or coerce employees in the exercise of any rights conferred by *Florida Statute* 447 or encourage or discourage membership in any employee organization, or refuse to bargain collectively, fail to bargain in good faith, or take action against any employee because he/she has filed charges or given testimony under *Florida Statute* 447, the Board reserves the right to communicate with its employees as it deems necessary and appropriate.
- B. The employee, upon written request, shall have the right to review and reproduce the contents of the personnel file, being accompanied by a representative of the GESPA, if desired, and in the presence of the administrator responsible for the safekeeping of such file.
- C. Unless otherwise provided by Florida Statute 1012.31, the personnel file of each employee shall be open to inspection only by the School board, the Superintendent, the supervisor, the employee and such other person(s) the employee or the Superintendent may authorize in writing.
- D. No derogatory material shall be placed in an employee's personnel file that the employee has not had the opportunity to see. An employee shall sign any reviewed material. However, such signing does not indicate agreement but rather that the employee has seen the material. In the event an employee does not review and sign such material within five (5) working days after notification of the existence of such material, the material shall be filed in the personnel file.
- E. Any case of assault on an employee shall be promptly reported to the principal or his designated representative. The Board agrees to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident with law enforcement and judicial authorities.

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

- F. The School Board shall have the right to take disciplinary action against its employees for just cause. Just cause shall be defined to mean:
1. Prior to taking official action, the board or its designee made an effort to determine if the employee violated or disobeyed a rule or order of management.
 2. The Board or its designees conducted an investigation to determine the facts.
 3. The Board applied its rule and penalties uniformly and without discrimination to all employees.
 4. The employee was given an opportunity to present her/his side prior to official action being taken.
 5. The Board's rule or order that the employee is alleged to have violated was not arbitrary, capricious or discriminatory.
 6. The Board gave the employee forewarning of the consequences or possible consequences if the employee did not obey the rule or order.
 7. When determining the degree of discipline, consideration will be given to the employee's service record and the nature of the offense.
- G. Each employee who resides in the district and is employed at least half time, or who resides outside the district and is employed full time shall have the opportunity to enroll his or her child (ren) in the school of choice, subject to Gadsden County School Board Policy 5.20 entitled Student Assignment. In no instance will the child(ren) interfere with the performance of the employees' assigned duties.
- H. Nothing contained within this Contract shall be construed to deny or restrict any employee's rights that he/she may have under Florida School Laws or other applicable State or Federal laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- I. The employee shall be entitled to full rights of citizenship, and no religious or political activities of any employee or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employees. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless it interferes with the performance of his or her prescribed duties.
- J. The Board agrees that it will in no way discriminate against any employee covered by this Contract because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, physical characteristics or disability.

- K. The Board will repair or reimburse employees the current value of any clothing or other personal property damaged or destroyed as a result of battery upon the employee suffered in the course of his/her assigned duties, unless such loss is covered by insurance or reimbursement obtained from other sources. Written requests for reimbursement may be submitted to the employee's immediate supervisor. Such requests shall be governed by procedures developed by the Board.
- L. Each work site shall, when feasible, notify employees of emergency phone calls immediately upon their receipt, and make reasonable efforts to place other phone messages in an employee's mailbox within thirty (30) minutes of their receipt.

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ARTICLE VI LEAVE

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

A. Sick Leave

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

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

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

Any full-time employee shall be entitled to illness-in-line-of-duty leave when she/he has to be absent from her/his duties because of illness from any contagious or infectious disease contracted therein. Any employee requesting such leave shall provide proof, when so requested, that illness was contracted while discharging her/his duties as such employee. Such leave may be authorized for a total of not over ten (10) days during any fiscal year, subject to the provisions of Section 1012.63, F.S.

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

D. Temporary Duty

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

E. Leave for Jury Duty and/or Court Processes

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

1. When summoned to appear as a juror, or as a witness (except as a character witness) in any civil or criminal action in which the employee is

neither plaintiff nor defendant: full pay, without allowances or reimbursements, with the employee retaining any payments or fees received from the court or other third parties for such appearance; but,

2. When summoned to appear as a defendant or as a witness in any action arising out of and in the course of her/his employment by the Board: full pay, allowances and/or reimbursements as though on "leave in line of duty" with any payments or fees received from the court or other third parties for such appearances to be endorsed to the Board. In all of the above circumstances, when, prior to 11 a.m., the employee is dismissed or excused by the court, the employee shall promptly return to work that day.

F. Military Leave

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

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

G. Parental Leave

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

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

Upon the filing of an application for parental leave, the employee and the principal shall, subject to the approval of the Superintendent and the Board, mutually determine the commencement date for such leave, based on evaluation of the capacity of the prospective mother to discharge her duties and/or the expected date of birth of the child or receipt of custody of the child to be adopted, as the case may be, and the leave shall continue for the remainder of the school year unless otherwise requested by the employee and approved by the Board.

H. Outside Employment

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

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

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

J. Abandonment of Position

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

K. Employees Voluntary Sick Leave Bank

1. **Membership** - Any full-time employee, having been employed by the School Board for at least one (1) year and having at least five (5) days accrued sick leave at the end of the preceding year, may enroll in the Sick Leave Bank by voluntarily contributing one (1) sick leave day to the bank between August 15 and September 15 of any fiscal year. An eligible employee is defined as a person employed in a non-instructional position designated by the School Board as full time.
A participating employee shall contribute one (1) sick leave day at the time of enrollment and one (1) additional day each employment year thereafter. Should the Bank need replenishment, an additional day may be assessed of persons desiring to continue participation, with two (2) days maximum contribution per year. An exception to the two (2) day maximum shall be

considered in the case where a participating employee is suffering a medical hardship. In this case, employees may contribute additional days over the maximum amount.

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

2. Establishment and Duration - The Sick Leave Bank will not come into existence until at least 150 sick leave days have been contributed and will remain in existence until termination by the Board or it is discontinued because of depletion of sick leave days.
3. Sick Leave Bank Committee - The Sick Leave Bank Committee shall be composed of two (2) employees, two (2) members appointed by the Superintendent and the following ex-officio members: GESPA President and one (1) School Board member. The Committee shall determine how many days, if any, an employee may receive from the Sick Leave Bank. The Committee will develop routine procedures for considering applications for use of the Sick Leave Bank including, but not limited to:
 - a. provision of standard forms for participating in or withdrawal from the Bank by an employee;
 - b. provision for medical documentation of need;
 - c. provision for monitoring eligibility of an employee;
 - d. provision for monitoring of days in the Bank and determination of when a replenishing of the Bank may be needed;
 - e. provision for investigation of possible abuse of the Bank; and
 - f. provision for furnishing the parties with status reports on the condition of the Bank on an annual basis.
4. Changes in Procedures -- Changes in procedures for administration of the Sick Leave Bank will be subject to approval of the Association and the Board's representative.
5. Participation -- Participation in the Sick Leave Bank is voluntary.
6. Utilization of Days -- Use of days from the Bank will be subject to the following conditions:
 - a. The claim must be based on a personal and catastrophic illness, injury, or accident.
 - b. Prior to eligibility, an employee must exhaust all accumulated sick leave and other types of leave granted by the Board related to the accident, illness, or injury.
 - c. An employee may not utilize more than sixty (60) days from the Bank without reapplication to the Committee for a further draw on the Bank. Such reapplication will be subject to all conditions which would apply to an original application.

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

2. For leaves granted for the second semester or one school year, no later than March 1.

3. Benefits During Unpaid Leave

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

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

A. Eligibility:

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

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

ARTICLE VII PERFORMANCE APPRAISAL

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

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

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

ARTICLE VIII

TRANSFER AND REASSIGNMENT, LAYOFF AND RECALL

TRANSFER AND REASSIGNMENT

1 Definitions

- A. Reassignments defined – A reassignment is movement of an employee from one position to another at the same work site.
- B. Transfer defined – A transfer is movement of an employee from one work site to another.
- C. Seniority defined – Seniority is defined as the total number of years the employee has been continuously employed by the Gadsden County School Board.
- D. Qualifications: No employee shall be required to re-qualify for a position when seeking a transfer or reassignment to a position of equal qualifications.

2. Voluntary reassignment will be accomplished in the following manner:

- A. Employees desiring reassignment may submit a written request to the facility manager during the vacancy period as posted.
- B. All employees submitting the written request for reassignment within the worksite where a vacancy exists will be interviewed first.
- C. The worksite manager will take the voluntary reassignment request for the position(s) available, and make a final determination among the candidates based on the following:
 - 1. Qualifications,
 - 2. Length of service in the district,
 - 3. Preferences of those requesting voluntary reassignment and,
 - 4. An interview.
- D. Employees who are reassigned shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.

3. Voluntary transfers will be accomplished in the following manner:

- A. Employees desiring voluntary transfer will submit a copy of a transfer form to the employee's immediate supervisor, and the district personnel office, during the vacancy period as posted.
- B. All employees submitting transfer forms shall be interviewed following those employees who submitted reassignment forms.
- C. The work site manager will take the voluntary transfer list and the list of positions available, making final determination based on the following:
 - 1. Qualifications,
 - 2. Length of service in the district,
 - 3. Preferences of the voluntary transfers and,

4. An interview.

- D. Employees who are voluntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.
- E. Paraprofessionals who are employed in a Title 1 program and fall under the guidelines of ESEA will be given priority to interview for vacancies to other work sites rather than meet additional requirements placed on Title1 employees.

4. When involuntary transfer(s) in a school or department is necessary, the following procedure shall be followed:

- A. The Superintendent shall determine the areas of reduction in specific departments.
- B. Volunteers shall first be considered. Volunteers shall be transferred provided there is a school or program that is entitled to an employee with the volunteer's qualifications and the volunteer is approved by the receiving facility manager.
- C. When there are not enough volunteers, involuntary transfers may be made. An involuntary transfer list shall be made based on the length of service in the district with the lowest in length of service being transferred first.
- D. A list of positions with necessary qualifications to fill each position will be made from all school or departments needing additional employees. Said list will be made available to all who are being transferred involuntarily.
- E. Involuntary transfers will indicate their preference of the available positions.
- F. The Superintendent will take the involuntary transfer list and the list of positions available, making assignments based on the following:
 - 1. Qualifications,
 - 2. Length of service in the district,
 - 3. Preferences of the involuntary transfers and,
 - 4. An interview.
- G. In the event that no position exists for which the involuntary transfer is qualified, the employee will be placed in layoff according to Article VIII.
- H. Employees who are involuntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.

5. A volunteer is qualified if:

- A. He/she is currently employed in a position with the same job classification; or
- B. He/she has met the same requirements as specified on the job description.

6. A hiring freeze shall be in effect within that category while the involuntary transfer process is in progress.

Reduction in Personnel

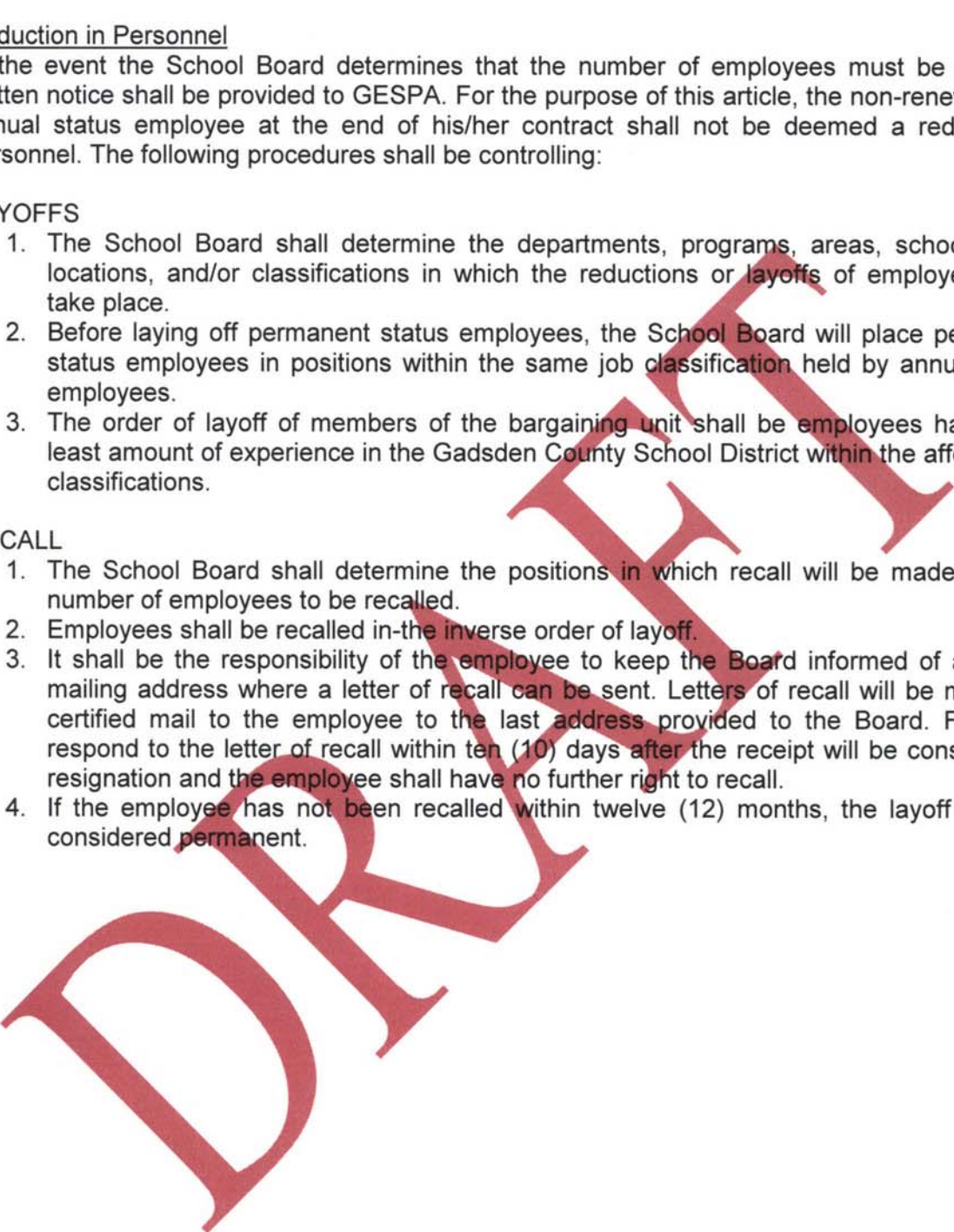
In the event the School Board determines that the number of employees must be reduced, written notice shall be provided to GESPA. For the purpose of this article, the non-renewal of an annual status employee at the end of his/her contract shall not be deemed a reduction in personnel. The following procedures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

LAYOFFS

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

RECALL

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



ARTICLE IX GENERAL EMPLOYMENT PRACTICES

- A. Notice of all openings and vacancies shall be posted by the Superintendent or his designee for five (work days) days prior to the filling of the vacancy, in the district administration building and shall be transmitted to all work-site supervisors, who shall post the notice at the site. A copy of all vacancies shall be e-mailed or sent to the GESPA President prior to the five day posting notifying GESPA of all vacancies.
- B. For consideration for appointment to a summer employment position, an employee must file with the Superintendent on or before May 1 of each year, a written application on a form to be furnished by the Superintendent. In making assignments of employees to summer positions, the Board will take into consideration relevant factors including but not limited to continuous employment by the Board.
- C. A person employed to fill a full-time position shall be appointed to that position on probationary status for a period of six (6) months. A probationary employee is entitled to all benefits provided a regular employee including the right to become or not to become a member of the union.
- D. Employees may be dismissed from a position in which they hold probationary status at anytime without the necessity for the showing of cause.
- E. For the first three years of employment, non-instructional personnel can be non-renewed at the end of a contractual year without specifying cause. After three (3) consecutive years of active employment and a recommendation for the fourth year, non-instructional personnel shall be classified as permanent employees.
- F. A permanent status person promoted within a job class shall serve in the higher classification on probationary status for three (3) months. The employee shall retain permanent status in the lower classification unless dismissed for cause for other than unsatisfactory performance. A permanent status person who voluntarily transfers to another job class shall serve in the new position on probationary status for three (3) months after which he/she will be granted permanent status.
- G. A permanent employee's status shall continue from year to year unless the Superintendent terminates the employee for just cause or the Superintendent reduces the number of employees on a district-wide basis for financial reasons.
- H. In an effort to assure the safety of all students and employees, the Gadsden County School Board has developed and implemented a Drug-Free Workplace and Drug and Alcohol Testing Program. The Policies and Procedures governing the Drug Free Work place and Drug and Alcohol Testing Program will be strictly adhered to.
- I. Employees under contract who admit they have an alcohol and/or drug problem, or who test positive, will be required to complete a substance abuse rehabilitation program at an authorized rehabilitation center. Accrued sick leave, vacation, short term disability benefits and leave of absence may be used for the period of time the employee is in rehabilitation. The School Board, with the cooperation of

the employee, will make a one-time attempt to rehabilitate the employee prior to any job action being taken.

DRAFT

ARTICLE X EMPLOYEE DISCIPLINE AND PERSONNEL FILES

Provisions of this article shall not pertain to probationary employees.

- A. The Superintendent, acting through his/her designees, may discipline employees for just cause. Just Cause shall be defined as:
1. The Board or its designees made an effort to discover if, in fact, the employee did violate or disobey a rule or order of management or did commit any of the acts referred to by Section 1012.33, Florida Statutes or violate any provision of the Department of Education Code of Ethics, prior to taking official action or,
 2. The Board or its designees conducted a fair and objective investigation of the facts.
 3. The Board applied its rule and penalties uniformly and without discrimination to all employees.
 4. The employee was given an opportunity to present her/his side prior to official action being taken.
 5. The Board's rule or order that the employee is alleged to have violated was not arbitrary, capricious or discriminatory.
 6. The Board gave the employee forewarning of the consequences or possible consequences if the employee did not obey the rule or order.
 7. When determining the degree of discipline, consideration will be given to the employee's service record and the nature of the offense.
- B. Representation at Investigatory Discussion. When an employee is requested to appear before a site administrator/supervisor for the purpose of discussing matters that could be expected to lead to discipline or dismissal, the employee is entitled to have a representative present, upon request. An employee shall be notified at least forty-eight (48) hours in advance of such meetings, unless the seriousness of the matter dictates a shorter period of twenty-four (24) hours advance notice, and shall be advised of his/her right to have representation at the meeting. This provision shall not apply to meetings related to the employee assessment process described in Article 7 except for meetings that may be held to discuss a Professional Development Assistance Form related to an overall "Unsatisfactory" or "Needs Improvement" evaluation under Section C.
- C. Disciplinary Procedures - Suspension without Pay and Dismissal. When disciplinary action in the form of suspension without pay or dismissal is proposed, an employee shall be provided the procedural safeguards described below. These procedures include providing the employee with a "Predetermination Notice" (Section C 1.), an opportunity for a "Predetermination Conference" (Section C 2.), and a "Notice of Recommended Final Action" (Section C 3.)
1. Predetermination Notice: Form and Delivery.
 - a. The employee shall be provided a written "Predetermination Notice" of the proposed action by personal delivery or certified mail, return

receipt requested, at least ten (10) days prior to the date the action is to be taken. An employee may be suspended temporarily with pay, however, without such prior notice, until a decision is rendered and effective in the evidentiary hearing described in Section D, below.

- b. The "Predetermination Notice" shall be signed by the site administrator/supervisor who is authorized by the Superintendent to discipline employees and shall include the following contents:
 1. The disciplinary action proposed and its effective date.
 2. The specific charges or reasons for the action, including identification of any documents and witnesses on which the charges are then known to be based.
 3. A statement advising the employee that he/she may, within five (5) days of receipt of the "Notice," submit a request in writing on a form enclosed with the "Notice" for a "Predetermination Conference" in order to make an oral or written statement, or both, to the Superintendent's designee to refute or explain the charges made against the employee. The "Notice" shall state that failure of the employee to submit the written form requesting a "Conference" within five (5) days constitutes a waiver of his/her rights to such "Conference" and that in the absence of a response, the proposed disciplinary action shall become effective as proposed in the "Notice."
 4. The "Notice" shall give the name and address of the person with whom the request for a "Predetermination Conference" shall be filed. The "Notice" shall advise the employee that the "Conference" will be held prior to the proposed effective date of the action, at a time and place determined by the Superintendent's designee, normally during regular business hours.
 5. A statement that the Superintendent and the Board are sincere in their desire to reduce the risk of error in taking the disciplinary action against the employee and to avoid wrongful damaging of the employee's reputation by untrue or erroneous charges, and therefore, the Superintendent and the Board are sincerely interested in receiving and considering the employee's response.
 6. A statement advising the employee of his/her right to representation at the "Predetermination Conference."
2. Predetermination Conference.
 - a. The "Conference" shall be conducted by the Superintendent's designee who shall recommend action to the Board concerning the employee.

- b. The "Conference" shall be set on at least five (5) days notice, and accommodation shall be made to insure it is conducted at a time and in a manner mutually agreed upon by both parties. .
- c. The person conducting the "Conference" shall convene the "Conference" at the time and place set and shall identify himself/herself, the employee and all other participants, and explain that the purpose of the "Conference" is to hear all sides of the charges so as to protect the employee from erroneous or arbitrary adverse action.
- d. The "Conference" shall be formal. Its purpose shall be to discuss the basis of the proposed action and to reach a recommendation for final action. The Rules of Evidence shall not apply. The employee and the Board may bring a qualified representative to assist or advise him/her.
- e. In order to promote an atmosphere conducive to free and open discussion of the charges and proposed disciplinary action, the parties may not cross-examine unwilling persons – managers or employees. The Superintendent's designee is responsible, however, for gathering information relevant to his/her decision and may, therefore, question anyone present in order to gather such information. In this regard, the Superintendent's designee shall ask questions of a party or witness, as requested by either party, in an area that is relevant to the decision.
- f. The employee shall be permitted to submit relevant information personally and by witness, orally and in writing, with the privilege being reserved by the Superintendent's designee to give that information such weight, as he/she deems proper.
- g. At the conclusion of the "Conference," the Superintendent's designee shall inform the employee when he/she will recommend whether to uphold the proposed disciplinary action.

3. Notice of Final Action.

- a. The Superintendent or designee shall notify the employee of his/her decision in writing by personal delivery or by certified mail, return receipt requested. If the decision is to uphold the proposed discipline, the "Notice of Recommended Final Action" must be provided to the employee at least five (5) days prior to the date the discipline is to be effective.
- b. The "Notice of Recommended Final Action" shall specify the facts relied upon by the Superintendent's designee in reaching his/her decision, and shall refer to the policies, rules, laws or other legal basis on which the action is premised. The "Notice" shall endeavor to place the employee on actual notice of the decision-maker's rationale.
- c. The "Notice of Recommended Final Action" shall also describe the employee's right to have the decision reviewed through an evidentiary hearing (see Section D, below). If the employee does

not request an evidentiary hearing, the recommended final action will become Final Action when acted upon by the School Board. The Board or its designee will issue a Notice of Final Action within 5 working days of Board action.

4. Period between Notice of Final Action and Effective Date of Action. During the period between the issuance of the "Notice of Final Action" and the effective date of any disciplinary action, the employee shall be expected to perform his/her usual duties without disrupting fellow employees, or other persons or the employer's activities. If it is deemed highly desirable or necessary that the employee not continue to perform the same duties in the same location during this period, the Superintendent or designee may temporarily assign the employee to other duties. Alternatively, an employee may be suspended with pay, as provided in Section C, 1.a.
 5. No Reprisal. An employee who participates in these disciplinary procedures shall not be subjected to reprisal, interference, or coercion as a result of such participation.
- D. Post-Determination Hearing.
1. A permanent employee who is suspended without pay or dismissed and who has participated in a "Predetermination Conference" and received a "Notice of Final Action" as described in Section C, 2 and 3., above, shall be entitled to a *de novo* evidentiary hearing in accordance with the procedures outlined in the Florida Administrative Procedures Act, Chapter 120, Florida Statutes. An employee must elect in writing to proceed with such a hearing within fourteen (14) days of receipt of a "Notice of Final Action" (see Section C. 3. c, above.)
 2. An employee who prevails in a post-determination hearing shall be entitled to back pay, less mitigating earnings; legal interest; other equitable relief, including correction of personnel records; and reasonable attorney fees and costs. The amount of any monetary award for back pay, interest, and attorney fees shall be determined by the Board, in the exercise of its discretion, based upon the evidence submitted.
- E. Public Reprimand. An administrator shall not reprimand an employee in the presence of the employee's colleagues, teachers (other than the supervising teachers), or in the presence of students or the parents of such students. When reprimand or criticism is deemed necessary, it shall be made with discretion and out of public view and hearing.
- F. Personnel Files.
1. An employee shall have the right to review the contents of all records of the Board pertaining to the employee originating after initial employment and to have a representative of GESPA accompany him/her in such review. Other examination of an employee's file shall be limited to qualified supervisory personnel, except that GESPA representatives, with

an employee's permission, may review such files when necessary for contract administration purposes or to provide the employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

2. Material relating to work performance or other matters that may be cause for discipline originating after initial employment must be reduced to writing within 45 days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the material before being placed in an employee's personnel file. The employee shall be given an opportunity to review and sign the material. The employee's signature shall acknowledge that the employee has reviewed the material but shall not be interpreted to indicate his/her agreement with its contents. Complaints against the employee shall be put in writing with names of complainants, administrative action taken, and remedy clearly stated. The employee may respond in writing to any material, including complaints, which response shall be attached to the file copy of the material in question.
3. All recommendations shall be based solely on the contents of the employee's personnel file.

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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 Three Hundred Fifty-Five ~~Sixty Eight~~ **Dollars** and Fifty One ~~Forty Seven~~ **cents** (~~\$355.54~~**368.47**) for Blue Cross Blue Shield (Employee contribution \$137.98 **150.93**) and Three Hundred Twenty-One ~~Thirty Three~~ **Dollars** and ~~Seventy Four~~ **1 cent** (~~321.74~~ **\$333.01**) for Capital Health Plan (Employee contribution \$107.38 **118.64**) monthly to be applied toward payment of the single rate premium for Hospital-Medical-Surgical insurance.
- B. The Board during the life of this Agreement may at its sole option increase or decrease any and/or all of the benefits provided under this plan notifying the GCCTA of any such increase(s) or decrease(s) at least thirty (30) days in advance.
- C. An insurance committee consisting of 3 members appointed by each bargaining unit and 3 members appointed by the Superintendent shall be established to investigate insurance alternatives and make recommendations to the Board and their respective members. This committee shall convene in January of each year and shall report its findings to each party prior to the regularly scheduled March Board meeting. The committee shall be advisory in nature and devise its own internal working procedure. Should the committee not convene and make recommendations as required, the Board shall proceed, as it deems appropriate in matters relating to its insurance provisions.

ARTICLE XII HOURS AND WORKING CONDITIONS

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

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

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

For the 200611-200912 school years, a committee consisting of 3 members appointed by GESPA and 3 members appointed by the Superintendent, shall be established to review working conditions and make recommendations as needed. The committee shall be advisory in nature and shall devise its own internal working procedure. The committee shall convene in October and shall report its findings to the chief negotiators before December 31.

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

1. **Earning of Compensatory Time.**

- a. Pursuant to the provisions of the Fair Labor Standards Act and pertinent CFR provisions, the Board may choose to offer compensatory time, at a rate of one and one-half hours for each overtime hour worked, in lieu of overtime compensation, for time spent by employees engaging in duties beyond the normal contractual day causing them to work beyond their normal work week (40 hours).
- b. Compensatory time is not actually accrued and available for use until the end of the work week during which the additional hours were performed. Further, while long-term additional duties beyond the normal work weeks may be pre-approved by a supervisor and/or a representative of the Superintendent for administrative convenience, compensatory time for carrying out such long-term, extra duties only accrues and becomes usable on a weekly basis at the end of each work week in which the employee carries out the extra duties extending beyond the normal work week;
- c. Federal law applicable to this bargaining unit's members presently authorized the accrual for compensatory time up to 240 hours; however, the District supervisors shall make every reasonable effort to limit the number of accrued compensatory time hours to 40. Notwithstanding the intention of

the parties to manage and restrict compensatory time hours in this manner, employees must either be allowed to continue to accrue compensatory time beyond 40 hours up to the maximum allowable number of 240, or be paid overtime wages at one and one-half times their normal pay rate whenever their supervisors ask or expect them to take additional duties that cause them to have an accrued balance of more than 240 hours of compensatory time, the District must pay appropriate overtime wage compensation for all compensatory hours accrued beyond 240;

- d. The nature and extent of employee assignments beyond the normal workday for which compensatory time will be granted shall be determined by the site administrator consistent with the provisions of this Contract.
- e. Compensatory time accrual shall apply to activities, such as faculty meetings, bus duty beyond the normal workday, parent-teacher organization meetings, school open houses and other extra, school related activities that require employees to carry out additional duties beyond their normal work day/work weeks.

2. Use of Compensatory Time.

- a. Consistent with the parties' stated goal of restricting the accrual of compensatory time to a maximum of 40 hours, site administrators shall approve all reasonable employee compensatory time leave requests unless doing so would demonstrably create an unavoidable burden upon the function of the site administrator's operation;
- b. The District may, at its discretion, substitute the payment of overtime wages, at a rate of no less than one and one-half times the employee's normal hourly rate, for accrued compensatory time;
- c. Accrued compensatory time shall remain available for the employee's future use and cannot be forfeited or otherwise determined to have lapsed;
- d. Within the first 30 days of the employee contract year, each site administrator shall provide to employees at the site a copy of the plan for implementing compensatory time at that site that is consistent with the provisions of this section.
- e. Upon an employee's termination, resignation, retirement or separation from employment for any reason, accrued compensatory time shall be converted to into overtime wages and paid to the employee at a rate of not less than one and one-half times the regular rate of compensation.

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

C. Work Break and Lunch Period.

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

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

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

E. Transportation Employees

1. Bus drivers shall be paid for actual time worked.
 - a. All bus drivers will be hired for a minimum of four (4) hours including one (1) hour for related duties. In the event the actual driving time exceeds three (3) hours plus one (1) hour for related duties, the driver's salary shall be based on actual driving time plus one (1) hour for related duties.
 - b. Definitions
 1. "Driving time" is defined as that time necessary to drive a school bus from a central storage location or residence to the first student pick-up of the route and from the last drop-off to the appropriate parking location.
 2. "Related duties" is defined as any duty assigned or required that does not fall under the definition of driving time.
 3. "Reposition" is movement of a bus driver from one route to another during the school year or during rerouting in the summer months.
 4. "Medically complex children" are children who are health impaired that have a physical condition that is chronic in nature.
2. Days and hours of other transportation employees will be recommended by the Supervisor of Transportation.
3. Field Trip Procedures
 - a. Employees may be employed in addition to their regular duties to drive school buses for field trips and other extracurricular activities, providing they hold the proper license. Regular bus drivers will be paid at a rate of ~~nine dollars (\$9.00) ten dollars (\$10.00) per hour \$9.00 per hour~~, if paid from school internal accounts, and ~~their regular hourly rate the prevailing rates budgeted for in all \$15.00 per hour~~ for all grants, but not less than school internal accounts rate and substitute drivers will be paid at a substitute rate for field trips and extracurricular activities.
 - b. Bus drivers wishing to drive for field trips and other extracurricular activities may be considered by completing a request to be placed on a list for field trips or other extracurricular activities. Bus drivers who request that their names be placed upon such a list will be selected to drive in order of seniority. Each driver on the list will be offered an opportunity to drive for field trips or extracurricular activities before repeat drivers are offered additional trips.
 - c. There will be two (2) documented attempts over a period of two (2) days to contact a driver. If an answering machine is contacted, a message will be left to call the Transportation office. In the event of less than two days notice of a field trip is given, management will use the first available driver according to the seniority list. Drivers who cannot be contacted because of the short notice will not lose their regular rotation.

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

- d. ~~Management has the right to pass over drivers that would earn overtime if assigned a field trip at that time.~~ Management has the right to pass over drivers that would earn overtime if assigned a field trip at that time. Drivers passed over will not lose their regular rotation.
- e. All trips assigned for the previous month will be posted in the Transportation Department by the tenth of the month. Postings will show persons assigned, hours, dates and number of trips taken.
- f. When a driver's turn for a field trip occurs in during regular working hours, a substitute must be placed on that route. If the regular driver is out past midnight, the substitute is to return for the A.M. route. The driver is to report for the P.M. route.
- g. Trips are to be issued by geographic area unless other wise requested.
 - a. Work in geographic area
 - b. Work district wide
4. Transportation positions available for summer employment for bus drivers shall be filled as follows:
 - a. Available positions shall be posted at each work site as soon as practical prior to the beginning of summer for bus drivers.
 - b. Applicants from within the school system shall be afforded the first opportunity to apply for the available positions.
 - c. Seniority among current employees shall be the determining criteria for the filling of the available positions. If a driver is assigned a position and a grant position later becomes available a driver may apply in writing for the posted grant position.
 - d. Management reserves the right to assign drivers the routes involving medically complex children without regard to seniority. Medically complex children are defined as children who are health impaired children that have a physical condition which is chronic in nature. Criteria for selection of such drivers shall be experience transporting medically complex children and/or special training relating to providing services to medically complex children.
5. Repositioning of drivers:
 - a. Employees desiring to reposition may submit a written request to the Supervisor of Transportation when an open route becomes available.
 - b. The Supervisor of Transportation will make a determination of the repositioning of drivers based on the following:
 1. qualifications
 2. length of service to the district as a bus driver
6. Bus drivers who serve as Lead Drivers will be paid ten percent (10%) above the salary to which they are otherwise entitled.
- F. The Association and the employer will work collaboratively to comply with any Federal or State law that has an adverse impact on any bargaining unit member. A committee

consisting of three members appointed by the bargaining unit and three members appointed by the Superintendent shall be established to work collaboratively to develop a district wide plan to develop implementation and guideline procedures relating to any federal or state law. This committee shall convene and shall report its findings to the School Board at a board meeting. The committee shall be advisory in nature and devise its own internal working procedure. Shall the committee not convene and make its recommendations as required, the Board shall proceed as it deems appropriate in contractual matters that are mandatory subjects of bargaining in accordance with Florida Statute 447.

ARTICLE XIII TERMINAL PAY

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

3. For the beneficiary, upon the death of the individual in the service of this School District, a sum determined by multiplying the decedent's then current average daily rate of pay by her/his number of days of accumulated sick leave, times a percentage figure depending on her/his number of years of such service, as hereinafter indicated:

- During the first 3 years 35%
- During the next 3 years 40%
- During the next 3 years 45%
- During the next 3 years 50%
- During the 13th year 60%
- During the 14th year 65%
- During the 15th year 70%
- During the 16th year 75%
- During the 17th year 80%
- During the 18th year 85%
- During the 19th year 90%
- During the 20th year 95%
- During and after the 21st year 100%

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

- C. "Normal retirement," is defined as having 10 years of creditable service and age 62; or 30 years of creditable service regardless of age (this can include credit for up to 4 years of military service). For those employees who elect to participate in DROP, compensation will be disbursed according to School Board Policy.
- D. Terminal pay for accumulated sick leave paid to any person pursuant to this Article XIII shall totally replace and be in lieu of any and all payments to which the recipient might otherwise be entitled pursuant to any rule or other provision by the Board relating to terminal pay for accumulated sick leave.

ARTICLE XIV PROFESSIONAL COMPENSATION

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

- A. Classroom Coverage. An employee may be placed in charge of a classroom under the following circumstances:
1. An employee may be assigned to a classroom for up to two hours when the unanticipated absence of a certified teacher requires such classroom coverage. If an employee is assigned to provide such coverage for more than two hours during a day, the site administrator shall compensate the employee for the total hours worked during the day in this capacity under the provisions of paragraph 2 below. In circumstances of unanticipated absence that extend beyond two hours, site administrators shall, consistent with other staffing needs, assign one employee to provide coverage during the entire period rather than two or more employees at various times throughout the day. Site administrators shall, where possible, assign for this purpose only those employees who have indicated an interest in receiving such assignments.
 2. When a teacher notifies a site administrator that s/he is sick, going to be on personal leave, or on temporary duty, an employee may be assigned as a substitute teacher. Administrators shall, consistent with other staffing needs, assign one employee to provide coverage during the entire period of absence rather than two or more employees at various times throughout the period. Site administrators shall, where possible, assign for this purpose only those employees who have indicated an interest in receiving such assignments. If the employee is assigned to provide such coverage for more than two hours during a day, the employee will be paid one and one-half times their regular hourly rate of pay or at the current substitute teacher rate, whichever is greater, for the total time worked as a substitute, including any time worked during the day in the status described in paragraph A above.
- B. Automobile Allowance: An employee covered by this Contract who uses his/her automobile for School Board business shall be compensated for such travel at the current rate established by the Board. Such mileage reimbursement shall not include routine travel to or from the employee's home and an assigned work location. In order to receive mileage reimbursement, the employee must complete the proper forms and have the proper authorization as provided in Board policy.
- C. Employees who are required to be on call District-wide and carry an emergency phone that significantly restricts their freedom of movement and may necessitate their returning to the work site may use their assigned county vehicle to travel between their home and regular work site as well as to travel to the site of any emergency during the days that they are assigned such district-wide on-call assignment.
- D. Employees who are required to participate in Staff Development outside their regular workday will be compensated at their hourly rate of pay, including overtime where applicable.
- E. Employment after retirement – Beginning July 1, 2008 all retirees who remain unemployed for the appropriate time as defined by law and are reemployed with the School Board to appropriate positions as defined by F.S. 121.09 (9) (b) (3) will be placed on the salary schedule at Step 0 for their appropriate job assignment. Retirees will have the ability to move through normal step progressions for each year of service. Retirees

who return to service with the School Board will remain on annual contract status until their relationship with the district is severed.

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ARTICLE XV AMENDMENT AND DURATION

A. Entire Agreement.

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

B. If a provision of this Contract is declared illegal or invalid by a court of competent jurisdiction, or rendered invalid by reason of subsequently enacted legislation, such action shall not invalidate the remaining provisions. In the event of such occurrence, the parties to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for the part declared illegal or invalid.

C. **This Contract shall be effective on the date of its ratification by both parties and shall remain in full force and effect through June 30, 2014~~2~~. New provisions shall be effective on the date of ratification unless a provision provides otherwise by its terms. Renegotiations for the 2014~~2~~-2013~~3~~ year shall begin by mutual agreement of both parties.**

C. **This Contract shall be effective on the date of its ratification by both parties and shall remain in full force and effect through June 30, 2014. New provisions shall be effective on the date of ratification unless a provision provides otherwise by its terms. Renegotiations for the 2012-2013 and 2013-2014 years shall begin no later than April 15, 2012 and 2013, respectively, and shall include: Articles XV, XI Compensation, Insurance**

and three (3) other articles to be selected by each party. Negotiations for a successor Contract shall begin no later than April 15, 2014.

GADSDEN EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION
ASSOCIATION

THE SCHOOL BOARD OF
GADSDEN COUNTY

By: _____
President

By: _____
Chairperson

Date: _____

Date: _____

By: _____
Negotiator

By: _____
Superintendent of Schools

Date: _____

Date: _____

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APPENDIX A-1
GUIDE TO POSITIONS FOR APPENDIX A:
NON-INSTRUCTIONAL SALARY SCHEDULE,
DISTRICT/SCHOOL LEVEL, 2010-2014

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

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

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

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

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

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

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

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APPENDIX A

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

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

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

Footnote: This salary schedule is revised to reflect a 5% salary increase for employees of the School Food Service Department included in pay grades 7 and 8 (Appendix A).

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEM: Comprehensive Safety Inspection

DIVISION: Facilities

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For Board approval of Comprehensive fire and safety inspections district wide, as per Florida School Law 1013.12. Inspections will be done by A G & B Safety Inspectors of Jasper, FL and are scheduled to be completed in January 2012.

FUND SOURCE: 110

AMOUNT: \$10,827.89

PREPARED BY: Wayne Shepard

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

A G & B SAFETY INSPECTORS

*National and State Certified
Fire Safety Inspectors*

**Helen Hobbs,
President**

Post Office Box 496
Jasper, Florida 32052

Phone: (386) 938-5191
Email: agbsafety@alltel.net

TAX ID # 20-3246881 PROPOSAL FOR SERVICE

December 1, 2011

Gadsden County Schools
Attn: Mrs. Mary Rutten
Office Manager
35 Martin Luther king. Jr. Blvd.
Quincy, Florida 32351

Re: Risk Management/Property Casualty
Fire and Safety Inspections for Gadsden County

Fire and Safety Inspection Services for Gadsden County facilities, (to be completed in January 2012) 1,337,052 square feet x .0075	\$ 10,027.89
Safety Reports for Educational Facilities Gadsden County (16 reports)	\$ 400.00
Safety Reports entered on State Fire Marshal Site (16 reports)	\$ 400.00

TOTAL AMOUNT of Invoice

\$ 10,827.89

Ronald Hobbs, Inspector No. 120252

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10b

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEM: For Board approval of lowest and best quote for reroofing a portable at Stewart Street Elementary.

DIVISION: Facilities

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For Board approval of lowest and best quote to reroof portable #98-13, ESE classroom at Stewart Street Elementary.

FUND SOURCE: 394

AMOUNT: \$10,400.00

PREPARED BY: Wayne Shepard

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

MAINTENANCE DEPARTMENT

SCHOOL BOARD OF GADSDEN COUNTY

PLUMBING
ELECTRICAL

CARPENTRY
HVAC

805 SOUTH STEWART STREET, QUINCY, FLORIDA 32351 - (850) 627-9888 - FAX: (850) 875-8795

TO: Mr. Reginald C. James – Superintendent of Schools
FROM: Wayne Shepard – Director of Facilities
RE: roofing quotes
DATE: December 2, 2011

The following are roofing quotes from three companies for two different portable buildings in the district. One is an ESE classroom at Stewart Street Elementary School. The other is the Diagnostic Center located behind the Max D. Walker complex.

The lowest quote is below the \$15,000.00 dollar limit for public bidding. These are small projects and I would like to recommend that we award the jobs to the business with the lowest quote, Commercial Roofing Co. of Tallahassee, Florida. They have done work for us in the past and are familiar with the TPO roof system that we ask for.

Stewart Street Elementary portable #98-13

1. Commercial Roofing Co. \$10,400.00
2. Burnette Construction \$12,000.00
3. Shelton Dean Incorporated \$11,700.00

Diagnostic Center #99-62

1. Commercial Roofing \$14,800.00
2. Burnette Construction \$16,200.00
3. Shelton Dean Incorporated \$15,600.00

Please call me if you have any questions at 627-9888 or 545-7918

COMMERCIAL ROOFING CO.

TRUST YOUR INVESTMENT TO A
LICENSED & INSURED CONTRACTOR.
CCC1327357

Proposal

P.O. Box 20068
TALLAHASSEE, FLORIDA 32316
(850) 576-7890
CELL (850) 567-3664
FAX (850) 926-4441
CROFFICE@COMMERCIALROOFINGCO.NET
WWW.COMMERCIALROOFINGCO.NET

Specializing in Residential & Commercial

PROPOSAL SUBMITTED TO Gadsden County School Board	DATE 10/31/2011	PHONE 850-627-9888
STREET 35 Martin Luther King Jr., Blvd.	JOB NAME Double Portable	
CITY, STATE, ZIP CODE Quincy, FL 32351	JOB LOCATION Stewart Street	
FAX NUMBER 875-8795	SPECIAL REQUESTS/COMMENTS	

We hereby submit specifications and estimates for:

TPO Quote:

- Install ½" wood fiber insulation
- Install 060 TPO Roofing System per manufacturer specifications
- Replace all flashings
- Clean jobsite daily
- Furnish workers comp and general liability
- Furnish a 15 year membrane warranty

We Propose hereby to furnish materials and labor – complete in accordance with the above specifications, for the sum of:

dollars **\$10,400.00**

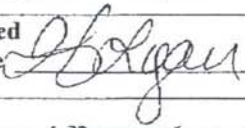
Payment to be made as follows: **Within 15 days of completion**

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be discussed with owner, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Should payment not be made as set forth above, interest shall accrue from the date of final performance at the highest rate allowed by the laws of the State.

In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, customer agrees to pay a reasonable attorney's fee for making such collection in an amount not less than 33-1/3 of the amount due.

Any warranty given on above job becomes non-transferable.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within **15** days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date of Acceptance: _____

BURNETTE CONSTRUCTION

"Providing Roofing Solutions that Work"

PO Box 10869
Tallahassee, FL 32302
PH 850-577-1233
FX 850-222-8919

Customer's Name/Address _____ Date: October 31, 2011

Gadsden County School Board

35 Martin Luther King Jr., Blvd.

Quincy, FL 32351

Attention: Wayne

Phone/Fax: 850-627-9888/ 850-875-8795

Proposal/Contract

Job Name: Double Portable

Job Address: Stewart Street

Quincy, FL 32351

Job Contact: Wayne

Job Phone/Fax: 850-627-9888/ 850-875-8795

Scope of Work

- Prep existing shingle roof
- Mechanically attach 1/2" wood fiber insulation
- Mechanically attach 060 TPO roof system
- Install new penetration flashing
- Furnish a 15 year materials warranty

We Hereby Propose to furnish labor and materials complete in accordance with the above Scope of Work, for the sum of **\$ 12,000.00**

EXCLUSION: *A/C / Mechanical, Electrical work.*

With payment to be made due upon completion

Terms and Conditions:
 This proposal agreement is subject to the terms, conditions and instructions appearing on the face hereof and the back page. This Proposal may be withdrawn by us if not accepted within 15 days.
 The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.

Company's Authorized Signature: _____	Customer's Signature: _____
Print Name: _____ Title: _____	Print Name: _____ Title: _____
Date: _____	Date: _____

Re: 763

Terms and Conditions

The contractor agrees to commence work hereunder within (90) days after the last to occur of the following: (1) the building site has been properly prepared for construction by the Owner, and (2) the materials are available to Contractor. Contractor agrees to prosecute work thereafter to completion, and to complete the work within a reasonable time, subject to such delays as are permissible under this contract.

In the event that any conflict exists between any estimate of cost of construction and the terms of this Contract, this Contract shall be controlling. The Contractor may substitute materials that are equal in quality to those specified if the Contractor deems it advisable to do so.

Owner agrees that no verbal promises of any kind have been made which do not appear in writing.

Owner agrees to pay Contractor its normal selling price for all additions, alterations, or deviations. No additional work shall be done without the prior written authorization of Owner. Any such authorization shall be on a change-order form, approved by both parties, which shall become a part of this Contract. Where such additional work is added to this Contract, it is agreed that the total price under this Contract shall be increased by the price of the additional work and that all terms and conditions of this Contract shall apply equally to such additional work. Any change in specifications or construction necessary to conform to existing or future building codes, zoning laws, or regulations of inspecting Public Authorities shall be considered additional work to be paid for by Owner as additional work. If the quantity of materials required under this Contract are so altered to create hardship on the Contractor the Owner shall be obligated to reimburse Contractor for additional expenses incurred. If the Owner or agent of the Owner furnishes materials or performs labor on any portion of the work in progress, any loss to Contractor that results thereof shall be charged to the Owner. Any changes made under this contract will not reflect the validity of this document.

The Contractor shall not be responsible for any damage occasioned by the Owner or Owner's agent, Act of God, earthquakes, or other causes beyond the control of the Contractor, unless otherwise herein provided or unless he is obligated by the terms hereof to provide insurance against such hazards. Contractor shall not be liable for damages or defects resulting from work done by subcontractors. In the event Owners authorizes access through adjacent properties for Contractor's use during construction, Owner is required to obtain permission from the owner(s) of the adjacent properties for such. Owner agrees to be responsible and hold Contractor harmless and accept any risk resulting from access through adjacent properties.

The time during which the Contractor is delayed in his work (a) by the acts of Owner or his agents or employees or those claiming under agreement with or grant from the Owner, or by (b) any Acts of God which Contractor could not have reasonably foreseen and provided against, or by (c) stormy or inclement weather which necessarily delays the work, or by (d) any strikes, boycotts or like obstructive actions by employees or labor organizations and which he can not reasonably overcome, or by (e) extra work requested by the Owner, or by (f) failure of Owner to promptly pay for any extra work as authorized, shall be added to the time completion by a fair and reasonable allowance. Should work be stopped for more than 30 days by order of any agency of government, the Contractor may terminate this Contract and collect for all work completed plus a reasonable profit.

Contractor shall at his own expense carry workers' compensation insurance and public liability insurance for full protection of Contractor and Owner during the progress of that work. Certificates of such insurance shall be filed with Owner if Owner so requires. Owner agrees to procure at his own expense, prior to the commencement of any work, fire insurance with Cause of Construction. All physical Loss and Vandalism and Malicious Mischief caused attached in a sum equal to the total cost of the improvements. Such insurance shall be written to protect Owner and Contractor, and Lien Holder, as their interest may appear. Should Owner, but is not required to do so, and Owner agrees on demand to reimburse Contractor in cash for the cost thereof.

Where colors are to be matched, Contractor shall make every effort to do so using standard colors and materials, but does not guarantee a perfect match.

Any controversy or claim arising out of or relating to this contract, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction. Should either party hereto bring suit in court to enforce the terms of this agreement, any judgment award shall include court cost and reasonable attorney's fees to the successful party plus interest at the legal rate.

Owner agrees for contractor to determine substantial completion. Both owner and contractor shall determine final completion. If controversy or claim, arise final completion shall be constituted by passing final inspection by the local building official.

Unless otherwise noted in the agreement, the price quoted does not include removing or replacing fascia, trim, sheathing, rafters, structural members, siding, masonry, vents, roofing, caulking, metal edging or flashing of any type. If, during the course of work, it should become apparent that any such portion of the structure should be repaired or replaced, Owner may authorize Contractor to do such additional work and charge Owner for the additional labor and materials required plus a reasonable profit.

The Owner is solely responsible for providing Contractor prior to the commencing of construction with such water, electricity, and refuse removal service at the job site as may be required by Contractor to effect the construction covered by this contract. Owner shall provide a toilet during the course of construction when required by law.

The Contractor shall not be responsible for damage to existing walks, curbs, driveways, structures, cesspools, septic tanks, sewer lines, water or gas lines, arches, shrubs, lawns, trees, clothes-lines, telephone and electric lines, etc, by the Contractor, sub-contractor, or suppliers incurred in the performance of work or in delivery of materials for the job. Owner hereby warrants and represents that he shall be solely responsible for the conditions of the building site over which the Contractor has no control and subsequently results in damages to the building or injury to persons or property.

Contractor agrees to complete the work in a substantial and workmanlike manner but is not responsible for failures or defects from work done by others prior, at the time of, or subsequent to work done under this agreement, failure to keep gutters, downspouts and valleys reasonably clear of leaves or obstructions, failure of the Owner to authorize Contractor to undertake needed repairs or replacement of fascia, vents, defective or deteriorated roofing or roofing felt, trim, sheathing, rafters, structural members, siding, masonry, caulking, metal edging, or flashing of any type.

Contractor makes no warranty, express or implied (including warranty of fitness for purpose and merchantability.) Any warranty or limited warranty shall be as provided by the manufacturer of the products and materials used in construction.

Owner hereby grants to Contractor the right to display signs and advertise at the building site.

Contractor shall have the right to stop work and keep job idle if payments are not made when due, if any payment is not made to Contractor when due, Owner shall pay to contractor any additional charge of 10% of the amount of such payment, if the work shall be stopped by the Owner for a period of sixty days, then the Contractor may, at Contractor's opinion, upon five days written notice, demand and receive payment for all work executed and materials ordered or supplied and any other loss sustained, including a profit of 10% of the contract price. In the event of work stoppage for any reason, Owner shall provide protection of, and be responsible for any damage or loss of material on the premises.

Within ten days after execution of this Contract, Contractor shall have the right to cancel this Contract should he determine that there is any uncertainty that all payments due under this Contract will be made when due.

This agreement constitutes the entire contract and the parties are not bound by oral expression or representation by any party or agent or either party.

Price quoted for completion of the structure is subject to change to the extent of any difference in the cost of labor and materials as of this date and actual cost to the Contractor at the time materials are purchased and work is done.

Page 2 of 2



November 1, 2011

Wayne
Gadsden County School Board\
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351

**Subject: Proposal for Reroof Double Portable
Stewart Street**

Scope of Services

- Install dens deck insulation over existing roof
- Mechanically attach 045 TPO roofing system
- Install new pipe flashing
- Install new eave termination
- Supply a 12 year materials warranty

We will provide the listed scope of services for a cost of \$11,700.00

Sincerely,

A handwritten signature in black ink, appearing to read 'CB', with a long horizontal flourish extending to the right.

Catherine Baker
President

PHONE 850.222.9497
FAX 850.576.9162
8(A) & WOSB GENERAL CONTRACTORS

311 EAST JENNINGS STREET
TALLAHASSEE, FL 32301
C.G.C. # 1508790

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10c

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEM: For Board approval of lowest and best quote for reroofing the Diagnostic Center.

DIVISION: Facilities

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For Board approval of lowest and best quote to reroof the Diagnostic Center portable #99-62 located behind the Max. D. Walker complex.

FUND SOURCE: 394

AMOUNT: \$14,800.00

PREPARED BY: Wayne Shepard

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

MAINTENANCE DEPARTMENT

SCHOOL BOARD OF GADSDEN COUNTY

PLUMBING
ELECTRICAL

CARPENTRY
HVAC

805 SOUTH STEWART STREET, QUINCY, FLORIDA 32351 - (850) 627-9888 - FAX: (850) 875-8795

TO: Mr. Reginald C. James – Superintendent of Schools
FROM: Wayne Shepard – Director of Facilities
RE: roofing quotes
DATE: December 2, 2011

The following are roofing quotes from three companies for two different portable buildings in the district. One is an ESE classroom at Stewart Street Elementary School. The other is the Diagnostic Center located behind the Max D. Walker complex.

The lowest quote is below the \$15,000.00 dollar limit for public bidding. These are small projects and I would like to recommend that we award the jobs to the business with the lowest quote, Commercial Roofing Co. of Tallahassee, Florida. They have done work for us in the past and are familiar with the TPO roof system that we ask for.

Stewart Street Elementary portable #98-13

1. Commercial Roofing Co. \$10,400.00
2. Burnette Construction \$12,000.00
3. Shelton Dean Incorporated \$11,700.00

Diagnostic Center #99-62

1. Commercial Roofing \$14,800.00
2. Burnette Construction \$16,200.00
3. Shelton Dean Incorporated \$15,600.00

Please call me if you have any questions at 627-9888 or 545-7918



**TRUST YOUR INVESTMENT TO A
LICENSED & INSURED CONTRACTOR.
CCC1327357**

Proposal

P.O. Box 20068
TALLAHASSEE, FLORIDA 32316
(850) 576-7890
CELL (850) 567-3664
FAX (850) 926-4441
CROFFICE@COMMERCIALROOFINGCO.NET
WWW.COMMERCIALROOFINGCO.NET

Specializing in Residential & Commercial

PROPOSAL SUBMITTED TO Gadsden County School Board	DATE 10/31/2011	PHONE 850-627-9888
STREET 35 Martin Luther King Jr., Blvd.	JOB NAME ESE Diagnostic Center	
CITY, STATE, ZIP CODE Quincy, FL 32351	JOB LOCATION	
FAX NUMBER 875-8795	SPECIAL REQUESTS/COMMENTS	

We hereby submit specifications and estimates for:

TPO Quote:

- Install ½” wood fiber insulation
- Install 060 TPO Roofing System per manufacturer specifications
- Replace all flashings
- Clean jobsite daily
- Furnish workers comp and general liability
- Furnish a 15 year membrane warranty

We Propose hereby to furnish materials and labor – complete in accordance with the above specifications, for the sum of:

dollars **\$14,800.00**

Payment to be made as follows: **Within 15 days of completion**

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be discussed with owner, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Should payment not be made as set forth above, interest shall accrue from the date of final performance at the highest rate allowed by the laws of the State. In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, customer agrees to pay a reasonable attorney's fee for making such collection in an amount not less than 33-1/3 of the amount due. Any warranty given on above job becomes non-transferable.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within **15** days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date of Acceptance: _____



November 1, 2011

Wayne
Gadsden County School Board\
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351

**Subject: Proposal for Reroof ESE Diagnostic Center
Quincy, Florida**

Scope of Services

- Install dens deck insulation over existing roof
- Mechanically attach 045 TPO roofing system
- Install new pipe flashing
- Install new cave termination
- Supply a 12 year materials warranty

We will provide the listed scope of services for a cost of \$15,600.00

Sincerely,

Catherine Baker
President

BURNETTE CONSTRUCTION

"Providing Roofing Solutions that Work"

PO Box 10869
Tallahassee, FL 32302
PH 850-577-1233
FX 850-222-8919

Customer's Name/Address	Date: November 9, 2011
Gadsden County School Board	
35 Martin Luther King Jr., Blvd.	
Quincy, FL 32351	
Attention: Wayne	
Phone/Fax: 850-627-9888/ 850-875-8795	

Proposal/Contract

Job Name: ESE Diagnostic
Job Address:
Quincy, FL 32351
Job Contact: Wayne
Job Phone/Fax: 850-627-9888/ 850-875-8795

Scope of Work

- Prep existing shingle roof
- Mechanically attach 1/2" wood fiber insulation
- Mechanically attach 060 TPO roof system
- Install new penetration flashing
- Furnish a 15 year materials warranty

We Hereby Propose to furnish labor and materials complete in accordance with the above Scope of Work, for the sum of **\$ 16,200.00**

EXCLUSION: A/C / Mechanical, Electrical work.

With payment to be made due upon completion

Terms and Conditions:

This proposal agreement is subject to the terms, conditions and instructions appearing on the face hereof and the back page. This Proposal may be withdrawn by us if not accepted within 15 days.

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.

Company's Authorized

Signature: Caleb Burnette

Customer's

Signature: _____

Print Name: Caleb Burnette Title: _____

Print Name: _____ Title: _____

Date: 10-08-11

Date: _____

SUMMARY SHEET

R. Smith

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 11a

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEM: CORE K-12 State Benchmark Assessment Items

DIVISION:

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

To develop district-wide Science assessment for tracking and monitoring student mastery in grades 5, 8, and 11.

FUND SOURCE: Project 1104220 – General Revenue

AMOUNT: \$13,565.00

PREPARED BY: Shaia Beckwith-James

POSITION: Assessment Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

REVIEWED BY:

THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER NO.

DATE

11/29/11

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
 PHONE (850) 627-9651 FAX (850) 627-2760
 www.gcps.k12.fl.us

181913

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VC16179000	SHIP TO THIS ADDRESS
CORE EDU. & CONSULTING SOL, INC DBA CORE K-12 SVCS, INC. HARBORSIDE FC 10, STE208 JERSEY CITY NJ 07311	GADSDEN COUNTY PUBLIC SCHOOLS 35 MARTIN LUTHER KING JR BLVD QUINCY FL 32351

PRINCIPAL/SUPERVISOR <i>[Signature]</i>	COMPROLLER <i>[Signature]</i>	SUPERINTENDENT
--	----------------------------------	----------------

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
----------	-------------	-------------	------------	-------

ATTN - SHAIA BECKWITH-JAMES

142		CUSTOM PDF	20.00	2840.00
70		SCIENCE ITEM (GRADE 5)	75.00	5250.00
73		SCIENCE ITEM (GRADE 8)	75.00	5475.00
		AS PER QUOTE # 00000046		

Breakdown by school

PAY TERMS: NET 30

TOTAL 13,565.00

All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
 If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.

Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR					TOTAL PROGRAM	13,565.00 AMOUNT	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT			
110	5100	510	7004	1104220	100	13565.00	
			12-				

VENDOR

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 11b

DATE OF SCHOOL BOARD MEETING: December 13, 2011

TITLE OF AGENDA ITEM: School Advisory Council Rosters

DIVISION:

 This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

According to Florida Statutes each school is to submit School Advisory Council Rosters to the School Board for approval. Each advisory council shall be composed of the principal and an appropriately balanced number of teachers, education support employees, students, parents, and other business and community citizens who are representative of the ethnic, racial, and economic community served by the school.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Audrey Lewis

POSITION: Parent Services Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

This form is to be duplicated on light blue paper.

REVIEWED BY: _____

**Gadsden County
School Advisory Council Membership Roster**

School Year 2011-2012

School Chattahoochee Elementary

Telephone # 850-663-4373

Principal's Signature 

Date 12-01-11

SAC Chairperson's Signature 

Date 12-01-11

	Address	Phone #	Sex	Race	Position	Method of Selection*
Ray Gause	822 Caro Street, Chattahoochee Fl. 32324	850-570-7869	M	B	Parent/ Chair	Peer Selected
Irene W. Harris	335 Maple St. Chattahoochee Fl. 32324	850-663-4373	F	B	Grandparent	Peer Selected
Rita T. Carter	35 MLK Jr. Blvd. Quincy Fl.32351	850-627-9651	F	B	District Support Personnel	Peer Selected
Mike Allen	2015 Hardaway Rd. 2 Chattahoochee Fl. 32324	850-728-0106	M	W	Parent	Peer Selected
Linda Henley	11 East Brent St. Chattahoochee, Fl 32324	850-663-2692	F	W	Parent	Peer Selected
Ivan Jackson	1984 O'Hara Avenue Sneads, Fl. 32460	850-294-7632	M	B	Parent	Peer Selected
John Tishimbalanga	208 Bates Street Chattahoochee	850-663- 7798	M	B	Parent	Peer Selected
Greg Downing	Bridging The Gap Outreach	850-264-4142	M	B	Community	Peer Selected
Phyllis Simmons	335 Maple St. Chattahoochee, Fl. 32324	850-663-4373	F	B	Teacher	Peer Selected
Joycelyn S. Lewis	335 Maple St. Chattahoochee, Fl. 32324	850-663-4373	F	B	Teacher	Peer Selected
Lydia Tshimbalanga	208 Bates St. Chattahoochee Fl. 32324	850-394-9245	F	B	Parent	Peer Selected
Cheryl Jackson	1984 O'Hara Avenue Sneads, Fl. 32460	850-294-7632	F	B	Parent	Peer Selected

April Allen	225 River Rd. East Apt 5-A Chattahoochee, Fl. 32324	850-570-6017	F	B	Parent Liaison	Peer Selected
Elijah Key Jr.	335 Maple St. Chattahoochee, Fl. 32324	850-663-4373	M	B	Principal	Peer Selected
Shireka Brantley	335 Maple St. Chattahoochee, Fl 32324	850-662-1490	F	B	Parent	Peer Selected