

AGENDA

REGULAR SCHOOL BOARD MEETING

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

February 25, 2014

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. January 28, 2014, 4:30 p.m. – School Board Workshop
- b. January 28, 2014, 6:00 p.m. – Regular School Board Meeting
- c. February 4, 2014, 4:30 p.m. – School Board Workshop
- d. February 4, 2014, 6:00 p.m. – Student Hearing
- e. February 18, 2014, 6:00 p.m. – Special 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 #4**

- a. Personnel 2013 – 2014

ACTION REQUESTED: The Superintendent recommends approval.

7. BUDGET AND FINANCIAL TRANSACTIONS

- a. Budget Amendment Number Seven – **SEE PAGE #6**

Fund Source: 434 (ARRA Race To The Top) Funds

Amount: \$12,839.02

ACTION REQUESTED: The Superintendent recommends approval.

- b. Budget Amendment Number Eight – **SEE PAGE #13**

Fund Source: 420 (Federal) Fund
Amount: \$47,514.00

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Resolution Relating to Dissolution of Gadsden County School Board Leasing Corporation - **SEE PAGE #22**

Fund Source: General Fund
Amount: Possible Minimal filing fees with the Division of Corporation, State of Florida and costs associated with work performed by District's General Counsel

ACTION REQUESTED: The Superintendent recommends approval.

- b. Proposed E-Rate Contract - **SEE PAGE #24**

Fund Source: Reimbursement to General Fund for E-Rate technology purchases previously made in accordance with the Technology Plans approved by the Florida Department of Education (FDOE)
Amount: Various depending on reimbursement request submitted by the consultant on behalf of the school district

ACTION REQUESTED: The Superintendent recommends approval.

- c. Modification to the 2014 Florida Statewide Spring Assessment Schedule – **SEE PAGE #32**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- d. Approval of 2013 – 2015 GESPA Contract – **SEE PAGE #34**

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 #48-1314-0071

ACTION REQUESTED: The Superintendent recommends approval.

- b. Student Expulsion – See back-up material

Case #49-1314-0071

ACTION REQUESTED: The Superintendent recommends approval.

- c. Student Expulsion – See back-up material

Case #50-1314-0071

ACTION REQUESTED: The Superintendent recommends approval.

- d. Student Transfers – See back-up material

ACTION REQUESTED: The Superintendent recommends denial.

ITEMS FOR DISCUSSION

10. MISCELLANEOUS

- a. Florida School Boards Association Annual Dues 2014 - 2015

SEE PAGE #139

Fund Source: General Fund

Amount: \$14,160.00

ACTION REQUESTED: The Superintendent recommends approval.

11. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

12. SCHOOL BOARD REQUESTS AND CONCERNS

13. ADJOURNMENT

The School Board of Gadsden County^{6a}



"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

February 25, 2014

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

Dear School Board Members:

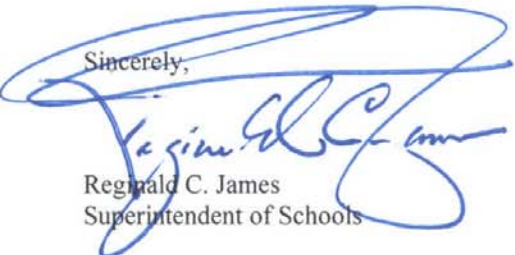
I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.

Item 6A Instructional and Non-Instructional Personnel 2013/2014

The following reflects the total number of full-time employees in this school district for the 2013/2014 school term, as of February 25, 2014.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees February 2014</u>
Classroom Teachers and Other Certified Administrators	120 & 130 110	450.00 49.00
Non-Instructional	150, 160, & 170	<u>397.00</u> 896.00

Sincerely,


Reginald C. James
Superintendent of Schools

Audrey Lewis
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

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

AGENDA ITEM 6A, INSTRUCTIONAL AND NON INSTRUCTIONAL 2013/2014**OUT-OF-FIELD**

<u>Name</u>	<u>Location</u>	<u>Out-of-Field Area</u>	<u>No. of Periods</u>
McNair, Cassandra	HMS	ESE	All Day

INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Harris, Abria	JASMS	Teacher	01/21/2014
Nicholson, Cassandra	HMS	Teacher	02/10/2014
Rushton, Raven	SSES	Teacher	01/21/2014
Thigpen, Krystal	SJES	Teacher	02/17/2014
Thomas, Byron	HES	Teacher	02/10/2014
Vernon, Sandra	GWM	Teacher	01/06/2014

NON-INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Chambers, LaRhonda	HES	PreK Paraprofessional	02/03/2014
Harris, Gekettia	SJES	PreK Paraprofessional	02/13/2014
Warren, Tia	HES	PreK Paraprofessional	02/03/2014

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

<u>Name</u>	<u>Location/Position</u>	<u>Beginning</u>	<u>Ending</u>
Byrd, LaKeisha	District/Sch Psychologist	01/13/2014	02/17/2014
Davis, Rashaude	EGHS	02/17/2014	06/26/2014
Dawson, Lydia	SSES	12/12/2014	12/06/2013
Evans, Keysha	Transportation/Bus Driver	02/03/2014	02/28/2014
McKinney, Crystal	JASMS	01/24/2014	03/14/2014
Williams, Justina	ESE	02/19/2014	04/07/2014

RESIGNATIONS

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Abdelgadir, Mohyeldin	EGHS	Teacher	02/24/2014
Hagar, Samantha	GWM	Teacher	01/17/2014
Mears, James	EGHS	Teacher	02/21/2014
Milton, Terrance	EGHS	JROTC	02/21/2014
Taylor-Shorter, Tyrone	GWM	Teacher	02/28/2014
Smith, Geraldine	Transportation	Bus Driver	01/21/2014

DROP RETIREMENTS

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Smith, Barbara Ann	Bold Step	Ed Paraprofessional	02/28/2014

TERMINATIONS

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Hunter, Valarie	SJES	Ed. Paraprofessional	01/23/2014

Substitutes

<u>Teacher</u>	<u>SFS</u>
Henderson, Stacy	McNair, Ondrie
Lawson, Sandra	
McLean, Bernice	
McMillan, Sandra	
Riggins, Cynthia	
Thomas, Martha	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: February 25, 2014

TITLE OF AGENDA ITEMS: Budget Amendment Number Seven

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for this budget amendment that establishes budget for RTTT-District Evaluation Systems Monitoring based on grant award. It also clears remaining balances for closed projects (CAPE EGHS 12-13 and Common Core State Standards) for which we have received the audited final report.

FUND SOURCE: 434 (ARRA Race To The Top) Funds

AMOUNT: \$ 12,839.02

PREPARED BY: Kim Ferree

POSITION: Assistant Superintendent for Business Services

Gadsden County School Board
434 (ARRA Race To The Top) Fund Appropriations
Budget Amendment Number
Seven

434 FUND				BEGINNING BUDGET 1/23/2014	BUDGET AMENDMENT NUMBER SEVEN	BUDGET BALANCE	
FUNCTION/ OBJECT							
5100	100	\$	464,545.56	\$	-	\$	464,545.56
K-12 Instructional	200	\$	92,113.03	\$	-	\$	92,113.03
	300	\$	(4,961.20)	\$	-	\$	(4,961.20)
	400	\$	(147.45)	\$	-	\$	(147.45)
	500	\$	194,266.08	\$	-	\$	194,266.08
	600	\$	5,989.12	\$	-	\$	5,989.12
	700	\$	(757.00)	\$	-	\$	(757.00)
FUNCTOTAL		\$	751,048.14	\$	-	\$	751,048.14
5200							
Exceptional	100	\$	(12,172.18)	\$	-	\$	(12,172.18)
	200	\$	(931.20)	\$	-	\$	(931.20)
FUNCTOTAL		\$	(13,103.38)	\$	-	\$	(13,103.38)
5300	100	\$	23,364.96	\$	(12,575.89)	\$	10,789.07
Vocational	200	\$	10,015.75	\$	(3,291.08)	\$	6,724.67
Technical	300	\$	21,872.33	\$	17,165.24	\$	39,037.57
	500	\$	6,091.82	\$	3,428.16	\$	9,519.98
	600	\$	10,231.88	\$	(4,326.45)	\$	5,905.43
	700	\$	1,485.50	\$	(4,007.00)	\$	(2,521.50)
FUNCTOTAL		\$	73,062.24	\$	(3,607.02)	\$	69,455.22
5500							
Pre-Kindergarten	100	\$	32,473.44	\$	-	\$	32,473.44
	200	\$	(5,212.80)	\$	-	\$	(5,212.80)
FUNCTOTAL		\$	27,260.64	\$	-	\$	27,260.64
6100							
Pupil Personnel	100	\$	19,023.54	\$	-	\$	19,023.54
Service	200	\$	2,325.90	\$	-	\$	2,325.90
	300	\$	4,486.43	\$	1,360.00	\$	5,846.43
	500	\$	5,802.87	\$	-	\$	5,802.87
	600	\$	128.16	\$	(128.16)	\$	-
	700	\$	(400.00)	\$	-	\$	(400.00)
FUNCTOTAL		\$	31,366.90	\$	1,231.84	\$	32,598.74

Gadsden County School Board
434 (ARRA Race To The Top) Fund Appropriations
Budget Amendment Number
Seven

6200						
Instructional	100	\$	461.29	\$	-	\$ 461.29
Media Service	200	\$	9,899.20	\$	-	9,899.20
	300	\$	-	\$	(85,909.80)	(85,909.80)
FUNCTOTAL		\$	10,360.49	\$	(85,909.80)	\$ (75,549.31)
6300						
Instructioanl	300	\$	(4,238.78)	\$	-	(4,238.78)
Curriculum Dev.	700	\$	(579.00)	\$	-	(579.00)
FUNCTOTAL		\$	(4,817.78)	\$	-	(4,817.78)
6400						
Instructional	100	\$	14,010.43	\$	22,700.00	36,710.43
Instructional	200	\$	63,133.17	\$	1,300.00	64,433.17
Staff Training	300	\$	(58,770.76)	\$	7,074.13	(51,696.63)
	500	\$	2,015.66	\$	1,500.00	3,515.66
	600	\$	12,110.93	\$	-	12,110.93
	700	\$	(7,506.22)	\$	-	(7,506.22)
FUNCTOTAL		\$	24,993.21	\$	32,574.13	\$ 57,567.34
6500						
Instructional	300	\$	(55,891.20)	\$	85,909.80	30,018.60
Related	500	\$	7,843.76	\$	(385.33)	7,458.43
Technology	600	\$	31,448.15	\$	(32,065.48)	(617.33)
FUNCTOTAL		\$	(16,599.29)	\$	53,458.99	\$ 36,859.70
7200						
General Admin.	600	\$	-	\$	-	-
	700	\$	(2,621.74)	\$	(1,404.42)	(4,026.16)
FUNCTOTAL		\$	(2,621.74)	\$	(1,404.42)	(4,026.16)
7300						
School Admin	100	\$	26,390.58	\$	-	26,390.58
	200	\$	3,689.70	\$	-	3,689.70
FUNCTOTAL		\$	30,080.28	\$	-	30,080.28
7400						
Facilities Acq	300	\$	31,573.95	\$	-	31,573.95
	600	\$	635.00	\$	-	635.00
FUNCTOTAL		\$	32,208.95	\$	-	32,208.95

**Gadsden County School Board
434 (ARRA Race To The Top) Fund Appropriations
Budget Amendment Number
Seven**

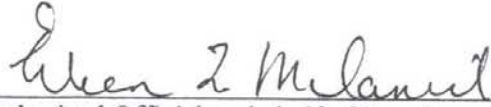

7700						
Central Services	100	\$	(44,290.46)	\$	-	\$ (44,290.46)
	200	\$	34,611.14	\$	-	\$ 34,611.14
	300	\$	(1,017.03)	\$	4,430.00	\$ 3,412.97
FUNCTOTAL		\$	(10,696.35)	\$	4,430.00	\$ (6,266.35)
7800						
Transportation	100	\$	2,003.00	\$	(1,235.25)	\$ 767.75
	200	\$	4,121.47	\$	(2,065.45)	\$ 2,056.02
	300	\$	3,548.85	\$	15,366.00	\$ 18,914.85
FUNCTOTAL		\$	9,673.32	\$	12,065.30	\$ 21,738.62
8200						
Admin	100	\$	-	\$	-	\$ -
Technology	200	\$	-	\$	-	\$ -
Services	300	\$	7,925.55	\$	-	\$ 7,925.55
	400	\$	-	\$	-	\$ -
FUNCTOTAL		\$	7,925.55	\$	-	\$ 7,925.55
GRANDTOTAL		\$	950,141.18	\$	12,839.02	\$ 962,980.20

Gadsden County School Board
 434 (ARRA Race To The Top) Fund Estimated Revenue
 Budget Amendment Number
 Seven

434 REVENUE OBJECT	ESTIMATED REVENUE 1/23/14	BUDGET AMENDMENT NUMBER SEVEN	ENDING ESTIMATED
214	\$ 950,141.18	\$ 12,839.02	\$ 962,980.20
GRAND TOTAL	\$ 950,141.18	\$ 12,839.02	\$ 962,980.20

**Florida Department of Education
Project Award Notification**

Proj. 434RG41
FINANCIAL OFFICER

1 PROJECT RECIPIENT Gadsden County School District	2 PROJECT NUMBER 200-RG411-3C001
3 PROJECT/PROGRAM TITLE RTTT - District Evaluation Systems Monitoring <p align="center">TAPS 13AT40</p>	4 AUTHORITY 84.395A Race to the Top Fund
5 AMENDMENT INFORMATION Amendment Number: Type of Amendment: Effective Date:	6 PROJECT PERIODS Budget Period: 05/15/2013 - 06/30/2014 Program Period: 05/15/2013 - 06/30/2014
7 AUTHORIZED FUNDING Current Approved Budget: \$ 30,000.00 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: Total Project Amount: \$ 30,000.00	8 REIMBURSEMENT OPTION Federal Cash Advance
9 TIMELINES <ul style="list-style-type: none"> • Last date for incurring expenditures and issuing purchase orders: <u>06/30/2014</u> • Date that all obligations are to be liquidated and final disbursement reports submitted: <u>08/20/2014</u> • Last date for receipt of proposed budget and program amendments: <u>06/30/2014</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: Crystal Spikes Phone: (850) 245 - 0555 Email: Crystal.Spikes@fldoe.org Grants Management: Unit A (850) 245-0496	11 DOE FISCAL DATA DBS: 03 90 10 EO: G4 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. • 2 CFR 176.210(b) and (d), provides that recipients are to require their subrecipients to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA and as separate rows on the Data Collection Form (SF-SAC) required by OMB Circular A-133. Further, in identifying Recovery Act expenditures, the prefix "ARRA" must be used in the name of the Federal program. The information allows the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office. 	
13 APPROVED: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  <hr/> Authorized Official on behalf of Pam Stewart Commissioner of Education </div> <div style="width: 30%; text-align: center;"> 1/14/14 <hr/> Date of Signing </div> <div style="width: 15%; text-align: right;">  </div> </div>	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: February 25, 2014

TITLE OF AGENDA ITEMS: Budget Amendment Number Eight

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for this budget amendment that establishes budget for Title I School Improvement Initiative. This budget amendment also moves funds by function and object as allowable under FDOE Green Book to reflect expenditures.

FUND SOURCE: 420 (Federal) Fund

AMOUNT: \$ 47,514.00

PREPARED BY: Kim Ferree

POSITION: Assistant Superintendent for Business Services

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

FUND 420	BEGINNING ESTIMATED REVENUE 1/23/2014	BUDGET AMENDMENT NUMBER EIGHT	ENDING ESTIMATED REVENUE 2/19/2014
199	\$ 701,571.83	\$ -	\$ 701,571.83
201	\$ 169,518.40	\$ -	\$ 169,518.40
225	\$ (46,458.66)	\$ 545,787.00	\$ 499,328.34
226	\$ 596,255.99	\$ (545,787.00)	\$ 50,468.99
230	\$ 1,879,333.48	\$ -	\$ 1,879,333.48
240	\$ 5,368,357.63	\$ 47,514.00	\$ 5,415,871.63
251	\$ -	\$ -	\$ -
270	\$ -	\$ -	\$ -
290	\$ 710,349.82	\$ -	\$ 710,349.82
299	\$ -	\$ -	\$ -
TOTALS	\$ 9,378,928.49	\$ 47,514.00	\$ 9,426,442.49

**Gadsden County School Board
420 (Federal) Fund Appropriations
Eight**

420 FUND		BUDGET		
FUNCTION/ OBJECT		BUDGET BALANCE 1/23/2014	AMENDMENT NUMBER EIGHT	BUDGET BALANCE 2/19/2014
5100	100	\$ 539,569.11	\$ (2,450.00)	\$ 537,119.11
	200	\$ 93,055.33	\$ 8,050.00	\$ 101,105.33
	300	\$ 459,202.32	\$ (2,000.00)	\$ 457,202.32
	500	\$ 700,351.89	\$ (4,581.20)	\$ 695,770.69
	600	\$ 6,865.00	\$ 400.00	\$ 7,265.00
	700	\$ 1,050.00	\$ -	\$ 1,050.00
	FUNCTOTAL		\$ 1,800,093.65	\$ (581.20)
5200	100	\$ 605,965.65	\$ -	\$ 605,965.65
	200	\$ 172,796.42	\$ -	\$ 172,796.42
	300	\$ 258,506.83	\$ -	\$ 258,506.83
	500	\$ 14,138.66	\$ -	\$ 14,138.66
	600	\$ 19,875.00	\$ -	\$ 19,875.00
	700	\$ 1,000.00	\$ -	\$ 1,000.00
	FUNCTOTAL		\$ 1,072,282.56	\$ -
5300	100	\$ -	\$ -	\$ -
	200	\$ -	\$ -	\$ -
	300	\$ 11,837.02	\$ -	\$ 11,837.02
	500	\$ 20,542.08	\$ -	\$ 20,542.08
	600	\$ 32,213.34	\$ -	\$ 32,213.34
	700	\$ 15,785.49	\$ -	\$ 15,785.49
	FUNCTOTAL		\$ 80,377.93	\$ -
5400	100	\$ -	\$ -	\$ -
	200	\$ -	\$ -	\$ -
	300	\$ -	\$ -	\$ -
	500	\$ -	\$ -	\$ -
	600	\$ -	\$ -	\$ -
	700	\$ -	\$ -	\$ -
	FUNCTOTAL		\$ -	\$ -
5500	100	\$ 479,544.69	\$ -	\$ 479,544.69
	200	\$ 139,022.51	\$ -	\$ 139,022.51
	300	\$ 6,024.43	\$ -	\$ 6,024.43
	500	\$ 78,584.84	\$ -	\$ 78,584.84
	600	\$ 4,908.02	\$ -	\$ 4,908.02
	700	\$ -	\$ -	\$ -
	FUNCTOTAL		\$ 708,084.49	\$ -

**Gadsden County School Board
420 (Federal) Fund Appropriations
Eight**

5900	100	\$	181,931.68	\$	-	\$	181,931.68
	200	\$	38,648.18	\$	-	\$	38,648.18
	300	\$	46,863.70	\$	-	\$	46,863.70
	400	\$	142.42	\$	-	\$	142.42
	500	\$	22,726.76	\$	-	\$	22,726.76
	600	\$	2,000.00	\$	-	\$	2,000.00
FUNCTOTAL		\$	292,312.74	\$	-	\$	292,312.74
6100	100	\$	508,341.58	\$	-	\$	508,341.58
	200	\$	119,880.39	\$	-	\$	119,880.39
	300	\$	83,782.00	\$	-	\$	83,782.00
	500	\$	79,018.95	\$	-	\$	79,018.95
	600	\$	6,424.69	\$	-	\$	6,424.69
	700	\$	3,635.15	\$	-	\$	3,635.15
	900	\$	-	\$	-	\$	-
FUNCTOTAL		\$	801,082.76	\$	-	\$	801,082.76
6200	100	\$	2,000.00	\$	-	\$	2,000.00
	200	\$	-	\$	-	\$	-
	300	\$	33,900.00	\$	-	\$	33,900.00
	500	\$	-	\$	-	\$	-
	600	\$	15,125.00	\$	-	\$	15,125.00
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	51,025.00	\$	-	\$	51,025.00
6300	100	\$	805,875.36	\$	-	\$	805,875.36
	200	\$	198,647.36	\$	-	\$	198,647.36
	300	\$	338,066.76	\$	-	\$	338,066.76
	400	\$	-	\$	-	\$	-
	500	\$	110,035.70	\$	-	\$	110,035.70
	600	\$	25,000.01	\$	-	\$	25,000.01
	700	\$	21,053.50	\$	-	\$	21,053.50
FUNCTOTAL		\$	1,498,678.69	\$	-	\$	1,498,678.69
6400	100	\$	1,173,572.62	\$	19,514.00	\$	1,193,086.62
	200	\$	323,644.71	\$	-	\$	323,644.71
	300	\$	315,736.86	\$	18,000.00	\$	333,736.86
	400	\$	-	\$	-	\$	-
	500	\$	47,484.90	\$	8,581.20	\$	56,066.10
	600	\$	-	\$	-	\$	-
	700	\$	523.37	\$	2,000.00	\$	2,523.37
FUNCTOTAL		\$	1,860,962.46	\$	48,095.20	\$	1,909,057.66

**Gadsden County School Board
420 (Federal) Fund Appropriations
Eight**


6500	100	\$	27,500.00	\$	-	\$	27,500.00
	200	\$	6,953.85	\$	-	\$	6,953.85
	300	\$	157,769.00	\$	-	\$	157,769.00
	500	\$	-	\$	-	\$	-
	600	\$	157,166.74	\$	-	\$	157,166.74
FUNCTOTAL		\$	349,389.59	\$	-	\$	349,389.59
7200	100	\$	4,195.78	\$	-	\$	4,195.78
	200	\$	15,352.86	\$	-	\$	15,352.86
	300	\$	1,239.62	\$	-	\$	1,239.62
	500	\$	-	\$	-	\$	-
	600	\$	-	\$	-	\$	-
	700	\$	265,904.03	\$	-	\$	265,904.03
FUNCTOTAL		\$	286,692.29	\$	-	\$	286,692.29
7300	100	\$	49,000.00	\$	-	\$	49,000.00
	200	\$	7,563.00	\$	-	\$	7,563.00
	600	\$	(1.00)	\$	-	\$	(1.00)
FUNCTOTAL		\$	56,562.00	\$	-	\$	56,562.00
7400	300	\$	-	\$	-	\$	-
	600	\$	15,706.68	\$	-	\$	15,706.68
FUNCTOTAL		\$	15,706.68	\$	-	\$	15,706.68
7600	500	\$	-	\$	-	\$	-
FUNCTOTAL		\$	-	\$	-	\$	-
7700	100	\$	117,584.66	\$	-	\$	117,584.66
	200	\$	41,953.07	\$	-	\$	41,953.07
	300	\$	20,000.00	\$	-	\$	20,000.00
	500	\$	879.00	\$	-	\$	879.00
	600	\$	-	\$	-	\$	-
	700	\$	5,500.00	\$	-	\$	5,500.00
FUNCTOTAL		\$	185,916.73	\$	-	\$	185,916.73
7800	100	\$	109,235.07	\$	-	\$	109,235.07
	200	\$	22,386.62	\$	-	\$	22,386.62
	300	\$	108,112.84	\$	-	\$	108,112.84
	400	\$	410.01	\$	-	\$	410.01
	500	\$	69.23	\$	-	\$	69.23
	600	\$	-	\$	-	\$	-
FUNCTOTAL		\$	240,213.77	\$	-	\$	240,213.77

**Gadsden County School Board
420 (Federal) Fund Appropriations
Eight**

7900	100	\$	7,745.01	\$	-	\$	7,745.01
	200	\$	1,288.60	\$	-	\$	1,288.60
	300	\$	40,308.99	\$	-	\$	40,308.99
	400	\$	6,245.90	\$	-	\$	6,245.90
	500	\$	11,570.42	\$	-	\$	11,570.42
	600	\$	6,076.56	\$	-	\$	6,076.56
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	73,235.48	\$	-	\$	73,235.48
8100	100	\$	-	\$	-	\$	-
	200	\$	-	\$	-	\$	-
	300	\$	4,072.00	\$	-	\$	4,072.00
	500	\$	-	\$	-	\$	-
	600	\$	1,092.02	\$	-	\$	1,092.02
FUNCTOTAL		\$	5,164.02	\$	-	\$	5,164.02
8200	100	\$	-	\$	-	\$	-
	200	\$	-	\$	-	\$	-
	500	\$	-	\$	-	\$	-
	600	\$	-	\$	-	\$	-
FUNCTOTAL		\$	-	\$	-	\$	-
9100	100	\$	348.72	\$	-	\$	348.72
	200	\$	798.93	\$	-	\$	798.93
	300	\$	-	\$	-	\$	-
	400	\$	-	\$	-	\$	-
	500	\$	-	\$	-	\$	-
FUNCTOTAL		\$	1,147.65	\$	-	\$	1,147.65
GRANDTOTAL		\$	9,378,928.49	\$	47,514.00	\$	9,426,442.49

7222624

Florida Department of Education
Project Award Notification

1 PROJECT RECIPIENT Gadsden County School District	2 PROJECT NUMBER 200-2264A-4CS01
3 PROJECT/PROGRAM TITLE Title I School Improvement Initiative <p style="text-align: right;">TAPS 14A006</p>	4 AUTHORITY 84.010A School Improvement - Title I, Part A 1003(a)
5 AMENDMENT INFORMATION Amendment Number: Type of Amendment: Effective Date:	6 PROJECT PERIODS Budget Period: 01/01/2014 - 12/31/2014 Program Period: 01/01/2014 - 12/31/2014
7 AUTHORIZED FUNDING Current Approved Budget: \$ 47,514.00 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: Total Project Amount: \$ 47,514.00	8 REIMBURSEMENT OPTION Federal Cash Advance
9 TIMELINES <ul style="list-style-type: none"> Last date for incurring expenditures and issuing purchase orders: 12/31/2014 Date that all obligations are to be liquidated and final disbursement reports submitted: 02/20/2015 Last date for receipt of proposed budget and program amendments: 11/30/2014 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: Sonya Morris Phone: (850) 245 - 9614 Email: Sonya.Morris@fldoe.org Grants Management: Unit A (850) 245-0496	11 DOE FISCAL DATA DBS: 40 90 30 EO: 74 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="138 1690 747 1816"> <p><i>Sonya H. Morris</i> _____ Authorized Official on behalf of Pam Stewart Commissioner of Education</p> </div> <div data-bbox="852 1690 1153 1795"> <p><i>2/12/14</i> _____ Date of Signing</p> </div> <div data-bbox="1250 1564 1461 1764" style="text-align: center;">  </div> </div>	

DOE-200
Revised 02/05

4	School improvement through professional development-strategy 1 - rate of pay varies with expertise from \$500 to \$2,500 per day (6 hours per day) depending on specialist	6400	310	<u>Professional and Technical Services</u> outside professional consultants for train the trainer activities to enhance the district/school's ability to transfer high quality strategies to the classroom	0.000	\$6,000.00
5	School improvement through professional development-strategy 1	6400	330	<u>Travel</u> travel for teachers to and from district and state in-service trainings and professional development activities, including mileage in and out of district, hotels, gasoline, per diem, etc.	0.000	\$3,000.00
6	School improvement through professional development-strategy 1	6400	360	<u>Rentals</u> professional development software licenses for online 24/7 PD opportunities for teachers, coaches, specialists	0.000	\$4,000.00
7	School improvement through professional development-strategy 1 - including specialists and services not covered under object 310 in core subject areas	6400	390	<u>Other Purchased Services</u> other purchased services necessary to implement high quality professional development trainings - other than expert consultants	0.000	\$5,000.00
8	School improvement through professional development-strategy 1	6400	510	<u>Supplies</u> training supplies and materials for professional development activities - including posters, pens, paper, ink, markers, paper clips, glue, pencils, folders, etc.	0.000	\$8,000.00
9	School improvement through professional development-strategy 1	6400	730	<u>Dues and Fees</u> fees for registration and other services to provide professional development trainings and attendance at local/state conferences	0.000	\$2,000.00
Totals:					0.600	\$47,514.00

DOE 101



Pam Stewart, Commissioner

**FLORIDA DEPARTMENT OF EDUCATION
BUDGET DESCRIPTION FORM -
2013-14 School Improvement Initiative 1003(a) 2013-2014**

A) NAME OF ELIGIBLE RECIPIENT: Gadsden County District School Board

B) Project Number (DOE USE ONLY): 200-2264A-4CS01

E) TAPS Number 14A006

count	Activity	Function	Object	Account Title and Description	FTE	Amount
1	School improvement through professional development-strategy 1 - other compensation for trainings held during after-school hours: Core area staff attending professional development training paid for with federal funds will be paid a flat rate for attendance as follows for attendance at district led events: half-day (defined as at least 3 hours and no more than 4 hours) will be paid at a flat rate of \$50.000 - full-day (defined as at least 6 hours and no more than 7 hours) will be paid at a flat rate of \$100.00 - one- hour trainings will be paid at a flat rate of \$20, not to exceed the maximum for half-day or full-day as defined above - training for approximately 200 teachers at \$100 per day for approximately 5 hours each teacher	6400	122	<u>Classroom Teacher</u> teacher professional development and in-service training supplements	0.300	\$10,514.00
2	School improvement through professional development-strategy 1 at regular r - other compensation for trainings held during after-school hours: Core area staff attending professional development training paid for with federal funds will be paid a flat rate for attendance as follows for attendance at district led events: half- day (defined as at least 3 hours and no more than 4 hours) will be paid at a flat rate of \$50.000 - full-day (defined as at least 6 hours and no more than 7 hours) will be paid at a flat rate of \$100.00 - one- hour trainings will be paid at a flat rate of \$20, not to exceed the maximum for half-day or full-day as defined above - training for approximately 70 instructional coaches at \$100 per day	6400	132	<u>Other Certified</u> instructional coach professional development and in-service training	0.200	\$7,000.00
3	School improvement through professional development-strategy 1 - other compensation for trainings held during after-school hours: Core area staff attending professional development training paid for with federal funds will be paid a flat rate for attendance as follows for attendance at district led events: half- day (defined as at least 3 hours and no more than 4 hours) will be paid at a flat rate of \$50.000 - full-day (defined as at least 6 hours and no more than 7 hours) will be paid at a flat rate of \$100.00 - one- hour trainings will be paid at a flat rate of \$20, not to exceed the maximum for half-day or full-day as defined above - training for approximately 20 paras at \$100 per day	6400	152	<u>Aide</u> paraprofessional professional development and in-service training supplements	0.100	\$2,000.00

**SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA
RESOLUTION RELATING TO DISSOLUTION
of
GADSDEN COUNTY SCHOOL BOARD LEASING CORPORATION**

WHEREAS, the School Board of Gadsden County, Florida (***School Board***), by and through its Board of Directors (***Board of Directors***), in September of 2013 formed the Gadsden County School Board Leasing Corporation, a not-for-profit corporation (***Corporation***);

WHEREAS, the School Board has determined that it is advisable that the Corporation be dissolved, since its purpose has been eliminated and accordingly the Corporation is no longer needed;

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD that:

The Board of Directors hereby acknowledge and approve the dissolution of the Corporation in accordance with the Corporate Resolution of Dissolution approved and adopted by the Corporation's Board of Directors as of February ____, 2014, a copy of which is attached hereto.

This Resolution is adopted as of the ____ day of February, 2014.

ISAAC SIMMONS, JR.

ROGER MILTON

REGINALD C. JAMES

AUDREY LEWIS

JUDGE B. HELMS

CHARLIE D. FROST, SR.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: February 25, 2014

TITLE OF AGENDA ITEMS: PROPOSED E-RATE CONTRACT

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: To approve the proposed e-rate contract as reviewed and amended per legal counsel's suggestions for the e-rate year 2014 which covers the e-rate period 7/1/2014 through 6/30/15.

FUND SOURCE: Reimbursement to General Fund for e-rate technology purchases previously made in accordance with the Technology Plans approved by the Florida Department of Education (FDOE).

AMOUNT: Various depending on reimbursement request submitted by the consultant on behalf of the school district.

PREPARED BY: Kim Ferree

POSITION: Assistant Superintendent for Business Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMANS'S SIGNATURE: page(s) numbered _____

Be sure that the Comptroller has signed the budget page.

K12 Consultants

Technology Funding Agreement

This Agreement is made and entered into as of _____, 2014, between Manning Enterprises, Inc. dba K12 Consultants, 125 Avella Road, Hickory, PA 15340 and the School Board of Gadsden County, Florida ("District").

Recitals

WHEREAS, K12 Consultants is in the business of fund raising, grant writing, technology planning, Education Foundation creation, network planning, systems improvements and upgrades, designing voice, data, and video systems, project management, and the associated preparing and filing of E-rate forms with the Schools and Libraries Division of the Universal Services Administrative Corporation (hereinafter SLD); and,

WHEREAS, in order to meet the anticipated deadline for the collection of funding application data, E-rate data, and E-rate filings, and in order for the school district to be eligible for funding, including SLD E-rate funds: there is a significant amount of work that must be performed prior to filing the associated forms.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties agree as follows:

I. Scope of Work

- A. The District appoints K12 Consultants as its consultant to effect technology fund raising activities with respect to all E-rate related matters.
- B. The District agrees to retain K12 Consultants as its contractor to perform all work set forth herein and in **Attachment A** to this Contract on the terms and conditions set forth herein.
- C. K12 Consultants will process the involved E-rate Applications through the administrative and regulatory approval process, involving the SLD/FCC. Administrative appeals of adverse, common, regulatory decisions, if any, are included in the fees. However, this does not include any appeals to state or federal courts.
- D. K12 Consultants involvement will include areas of Telecommunications, Internal Connections, Internet Access, intranet, interface with local exchange companies, new exchange providers, information services, leased lines, internal connections, electronic mail, transmission of information as part of a gateway to an information service, and others. This includes consulting on associated maintenance.

E. Internet access may include advice and assistance in terms of the implementation of a robust and cost effective network and related maintenance.

F. Specifically, during the contract term K12 Consultants will provide the following services as required: assistance in system design, planning, integration, and implementation; and assistance in contract preparation, negotiation, and review. These functions will be performed in close cooperation with the District.

G. K12 Consultants will review the District documents required by the SLD pursuant to the application(s), which include among others:

1. An approved, current District Technology Plan
2. A District Budget reflecting requirements of the current funding request
3. A tabulation of Current expenditures for the voice network
4. Other existing communications contracts and expenditures
5. "Item 25" review

II. The parties agree that any work not covered by this Contract and performed by K12 Consultants shall be charged separately at an agreed upon rate. Prior to any work not covered under this contract being performed, K-12 Consultants must obtain written approval. Any significant work not covered by this agreement must be evidenced by a separate written agreement prior to the work being done.

III. K12 Consultants will not perform legal work. K-12 Consultants agrees to cooperate with all attorneys retained by District to represent it in any matter relating to this agreement. In addition, if requested in writing, K-12 will recommend an experienced regulatory attorney to District.

IV. Court appeals and attorney's fees and costs are not included in the fees.

V. Term

K12 Consultants will perform all SLD work associated with the E-rate year 2014 which covers the E-rate period 7/1/2014 through 6/30/2015. The term of this Agreement shall commence upon the date first set forth above and continue until all E-rate Year 2014 tasks are completed.

VI. District's Payment Obligation to K12 Consultants

K12 Consultant's standard fee for its services is 10% of the approved funding that is spent by the District from whatever application(s) K12 Consultants has prepared.

With regards to this engagement, however, the custom terms below are designed to ensure that District receives more money from this partnership than the fee that will be paid. The steps to be taken that will achieve new revenue and cost reductions are listed below, followed by the associated fee for service.

- a) Actual E-rate reimbursements for Priority One expenses (Local, LD, Cell, Internet Access, WAN connecting the schools) over the last several years has averaged about \$400,000. K12 Consultants recent experience with District suggests that \$600,000 can be obtained. This feature alone would earn an extra \$200,000 for District.
- b) Current annual TDS services cost District about \$1,000,000. K12 Consultants will manage an in depth audit, with District assistance, that we predict will identify as much as \$250,000-\$350,000 that may well be removed, at no loss of service to your district. There is no additional fee due K12 Consultants for this special audit.
- c) Priority Two expenses (wireless, cabling, switches, servers, Maintenance) have become difficult to obtain as the E-rate fund has not increased while demand for the funds has greatly increased. K12 Consultants' suggested strategy is to pursue these funds aggressively each year for all anticipated needs. This effort will not take substantial district staff effort, and it costs the district literally nothing unless funding is awarded and funding is actually spent. K12 Consultants fee is only due on money awarded by E-rate and spent by the district. District need for these monies is in the millions.
- d) More products/services are E-rate eligible for funding than districts typically know. For example, District uses multiple vendors to provide network maintenance services. Maintenance has not been funded this year and is in doubt in future years. However, services from these same vendors can be included in other Priority Two funding requests which can greatly offset your maintenance costs. This benefit could be worth between \$50,000-\$100,000. Other additional eligible products/services could help reduce PC costs, reduce technical support needed, etc. Each of these has significant financial benefit to your district.

In summary, the total additional financial benefit of the K12 Consultant engagement could easily be \$500,000 as described above.

A two part fee for service will be charged as follows:

- a. There will be a 10% fee on Priority One expenses that are reimbursed to District, not to exceed \$50,000.
- b. There will be a 10% fee on Priority Two expenses that are reimbursed to District, not to exceed \$50,000.
- c. For both a and b above, K12 Consultants will invoice the GCSB 10% of each disbursed reimbursement received from USAC until the \$50,000.00 limit is reached. K12 Consultants will discontinue invoicing the GCSB once the \$50,000.00 limit is reached. K12 Consultants will not invoice the GCSB if no disbursements for reimbursements are made to the GCSB

Just to be clear, for example, if a likely scenario occurs that District is reimbursed a total of \$600,000 for Priority One expenses and \$0 for Priority Two, then the fee will be a grand total of \$50,000. District will achieve a net reimbursement from the E-rate effort of \$550,000.

As another example, if District is reimbursed a total of \$600,000 for Priority One expenses and \$1,000,000 for Priority Two expenses, then the fee will be a grand total of \$100,000. District will achieve a net reimbursement from the E-rate effort of \$1,500,000.

If an SLD decision is appealed, final payment shall be made when the District is notified that the appeal has been successful.

All fees are due and payable at K12 Consultant's office in Hickory, PA.

b) Independent Contractor

The parties acknowledge and agree that K12 Consultants is an independent contractor.

c) Mutual Cooperation

- A. Time is of the essence in performing all work under this Agreement.**
- B. The Parties shall cooperate with each other in the performance of their services hereunder, including securing and providing all information and data in a timely manner so that all filings may be completed in a timely manner.**

d) Confidentiality

- A. The Parties agree that all financial, statistical, or proprietary information provided by either Party, one to the other, or to the District will be kept confidential, to the extent allowable by law.**
- B. K12 Consultants agrees that any technical, or marketing information owned or used by the District and designated, as proprietary under this Agreement shall not be used without the written consent of the District.**
- C. The District agrees that any technical or marketing information owned or used by K12 Consultants and designated, as proprietary under this Agreement shall not be used without the written consent of K12 Consultants.**

e) Assignment

Neither party may assign this Contract or any right or interest herein, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

f) Miscellaneous

- A. Any amendment, supplement, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
- C. The WHEREAS and NOW THEREFORE clauses and paragraph headings are not solely for convenience, but in fact demonstrate the interpretation to be accorded this Agreement.
- D. All agreements and covenants herein are severable, and in the event any of them is held to be invalid by any competent court, the Agreement will be interpreted as if such invalid agreements or covenants were not contained herein. The parties further agree that in the event such portion is an essential part of this Agreement, they will immediately begin negotiations for a replacement.
- E. K12 Consultants will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of their obligations hereunder.
- F. No waiver by any party of the breach of any term or provision of the Agreement will be construed to be a waiver of any proceeding or succeeding breach of the same or any other term or provision.

g) Integration Clause

The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. K12 Consultants and the District stipulate that neither has made any representations with respect to the subject matter of the Agreement or any other representations except such representations as are specifically set forth herein. K12 Consultants and the District further acknowledge that any representations that may have heretofore been made by either to the other are of no effect and that none of them have relied thereon in connection with their dealings with the other

h). NOTICES. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by U.S. mail, or sent by facsimile transmission, addressed as follows:

(a.) If to K-12 CONSULTANTS addressed to:

(b.) If to the DISTRICT addressed to:

School Board of Gadsden County, Florida

Attention:
35 Martin Luther King, Jr. Blvd.
Quincy, FL 32351

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

i) **LAW.** This Agreement shall be governed and construed in accordance with Florida law.

j) **VENUE.** Venue in any legal action related to this Contract shall be in Gadsden County.

k) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Services Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives all as of the date first above written.

For The District:

Signature

Name (Printed)

Title

For K12 Consultants:



Signature

Hugh Manning
Name (Printed)

President
Title

CONTRACT MANAGEMENT

- Assist in contract management.
- Train Client personnel regarding billing issues, if required.
- Interface with vendors.
- Consult with Client to insure vendors provide information, data, service, and products in compliance with E-rate rules and regulations to obtain maximum funding.

CONTRACT ISSUES

- Draft and review telecom proposals, bids prepared by the District, and contracts.
- Work under direction of Client's legal counsel on contract issues, as required.

SLD PROCESS

- Advise Client on responding to SLD problem resolution and audit.
- Respond to all SLD questions, request for documents, issues. Retain all files for Client for audit purposes. (Five-year record retention is mandatory.)

LEGAL CONSULTATION

- Work under direction of Client's legal counsel on regulatory issues.
- Monitor and keep Client advised of latest E-rate, Federal Communications Commission issues, and rulings.
- Experienced telecommunications attorney will be retained by K12 Consultants for E-rate, contract, telecommunications and regulatory issues. Attorney has prior E-rate, regulatory experience. (K12 Consultants will not perform legal work.)

E-RATE FILING

- Evaluate and document support for 470s.
- Prepare 470s, 471s, 472s, RFP's, 486s, 500s, PIA review responses, Selective Review Requests, Quality Assurance Requests, and any other E-rate forms necessary.
- Deliver to SLD or appropriate regulatory body.

RuSmita

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8C

DATE OF SCHOOL BOARD MEETING: February 25, 2014

TITLE OF AGENDA ITEM: Modification to the 2014 Florida Statewide Spring Assessment
Schedule

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Caroline McKinnon

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: _____

Florida Comprehensive Assessment Test

Spring 2014 FCAT 2.0 Reading/Mathematics/Science

Daily Test Administration Schedule (Grades 3-10, Retakes)

REVISED as of January 27, 2014

Monday, April 7	FCAT 2.0 Reading & Math Retakes	Reading Session 1	Untimed
Tuesday, April 8	FCAT 2.0 Reading & Math Retakes	Reading-Session 2	Untimed
Wednesday, April 9	FCAT 2.0 Reading & Math Retakes	Reading	Untimed
Thursday, April 10	FCAT 2.0 Reading & Math Retakes	Reading	Untimed
Friday, April 11	FCAT 2.0 Reading & Math Retakes	Reading	Untimed
Monday, April 14	Grades 3,4,5,10**	Reading-Session 1	70 Minutes
	Grades 6**,7,8	Math-Session 1	70 Minutes
	Grades 6**,7,8	Math-Session 2	70 Minutes
Tuesday, April 15	Grades 3,4,5,10**	Reading-Session 2	70 Minutes
	Grades 7**,8**	Reading-Session 1	70 Minutes
Wednesday, April 16	Grades 3,4	Math-Session 1	70 Minutes
	Grade 5	Science-Session 1	80 Minutes
	Grades 7**,8**	Reading-Session 2	70 Minutes
Thursday, April 17	Grades 3,4	Math-Session 2	70 Minutes
	Grade 5	Science-Session 2	80 Minutes
	Grade 8	Science-Session 1	80 Minutes
	Grade 8	Science-Session 2	80 Minutes
Monday, April 21	Grade 5**	Math-Session 1	70 Minutes
	Grade 6**	Reading-Session 1	70 Minutes
	Grade 9**	Reading-Session 1	70 Minutes
Tuesday, April 22	Grade 5**	Math-Session 2	70 Minutes
	Grade 6**	Reading-Session 2	70 Minutes
	Grade 9**	Reading-Session 2	70 Minutes

**Computer Based Testing



Jane Butler <butlerj@gcpsmail.com>

Fwd: GESPA Ratification Vote

1 message

Rocky Pace <pacер@gcpsmail.com>
To: Jane Butler <butlerj@gcpsmail.com>

Wed, Feb 12, 2014 at 2:28 PM

----- Forwarded message -----

From: **Rocky Pace** <pacер@gcpsmail.com>
Date: Monday, December 16, 2013
Subject: GESPA Ratification Vote
To: "Reginald C. James" <jamesr@gcpsmail.com>, Rosalyn Smith <smithr@gcpsmail.com>, Roger Milton <miltonr@gcpsmail.com>

I was just infomed that GESPA has voted to ratify the contract. The vote is detailed below.

For - 162
Against - 3

Total Votes 165
Rocky Pace
Dropout Prevention Coordinator
Chief Negotiator
Gadsden County School Board

—
Rocky Pace
Dropout Prevention Coordinator
Chief Negotiator
Gadsden County School Board

Summary of Changes to the GESPA Contract 2013-2015

Cover Page – Date changes to reflect 2013-2015

Article VI – Section A9. - Page 18 – Revised language regarding the donation of sick leave to reflect statutory changes

Article XI – Page 38 – Correcting language to reflect current insurance contributions by each party.

Article XII – Page 39 – Date change to reflect two year contract in first sentence of paragraph dealing with working conditions committee as well as adding “each year” at the end of the last sentence in that paragraph.

Amendment and Duration Section C - Page 48 – Date change to reflect 2015 contract expiration.

Appendix A1 – Page 50 – Date changes to reflect 2013-2015 Contract

Appendix A - Date change to reflect 2013-2015 Contract

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COLLECTIVE BARGAINING

BETWEEN

**The School Board of
Gadsden County**

And

**Gadsden Educational Staff
Professional Association**

~~2012-2013-2015~~ Contract

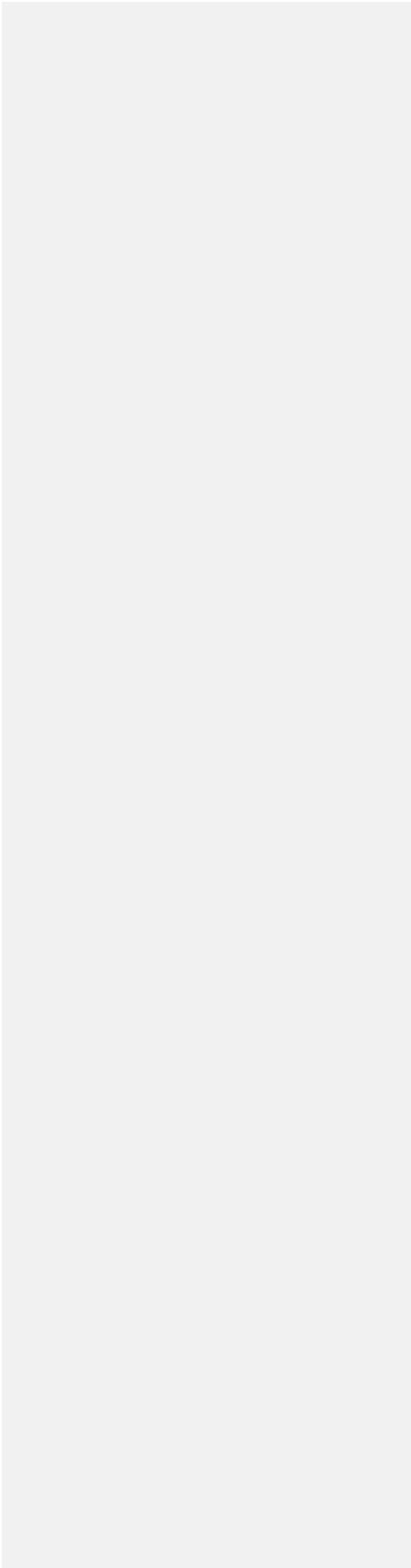
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**ARTICLE I
RECOGNITION**

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- 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**

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- 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**

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- 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

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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

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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

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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

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7. Arbitration
 - a. If the grievance has not been satisfactorily resolved at Step III, GESPA may, within ten (10) days following receipt of the Step III decision or following the date on which the Step III decision was due if no decision is provided, file an intent to submit the grievance to arbitration with the superintendent or his/her designee.
 - b. A grievance filed at Step III on which no action has been taken by the grievant for twenty (20) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior step.

- c. Disclosure of Information. Neither the Board nor the grievant shall be permitted to assert in an arbitration preceding any grounds or rely on any evidence that has not previously been disclosed to the other party.
 - d. Selection of Arbitrator. The parties shall follow the American Arbitration Association procedure for selection of an arbitrator and shall conduct the arbitration under its rules and procedures except as modified by the provisions of this Contract. The arbitration shall be scheduled within sixty (60) days following selection of the arbitrator.
 - e. Authority of the Arbitrator.
 - 1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract. Arbitration shall be confined to the application and interpretation of this Contract and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing statements of opinion or conclusions not essential to the determination of the issues submitted.
 - 2. In rendering decisions, an arbitrator shall give due regard to the responsibilities of the Board and the Superintendent and their designees as provided in law and rule and shall so construe such responsibilities, except as they may be specifically conditioned by this Contract.
 - 3. The arbitrator's decision shall be final and binding on the parties as provided in Section 447.401, Florida Statutes, provided that either party may ask that an appropriate court vacate such a decision on one or more of the grounds stated in Section 682.13, Florida Statutes.
 - 4. An arbitrator's award may be retroactive as the equities of a case may demand, but an award shall not be retroactive to a date earlier than sixty (60) days prior to the date the grievance was initially filed except for those provisions of State or federal law that may require an earlier date.
 - f. Fees and Expenses. The losing party shall pay the fees and expenses of the arbitrator. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five (5) days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings and for paying the appearance fee of the reporter and the cost of obtaining an original transcript. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of reasonable copying expenses.
8. Processing.
- a. The site administrator shall refuse consideration of a grievance not filed or processed in accordance with this Article.
 - b. If a grievance arises as the result of a condition that the immediate supervisor is without jurisdiction to resolve, the grievance shall be filed at Step II after discussing such filing with the Superintendent's designee.
9. Precedent – No complaint informally resolved, or grievance resolved at either Step I or II, shall constitute a precedent for any purpose unless agreed to in writing by the Board and GESPA.

- F. Documents. The grievant or representative shall be provided, upon request and with reasonable copying charge, with a copy of any identifiable document relevant to the grievance. All written materials dealing with the processing of a grievance shall be filed separately from the grievant's personnel file except an arbitration decision or a settlement agreement that requires personnel action(s) that affects the grievant.
- G. Notwithstanding the expiration of this contract, any claim or grievance arising while it was in effect may be processed through the grievance procedure until resolution, provided it is timely filed.
- H. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present, to attend, and will be held, insofar as possible, after regular school hours, or during working time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school working hours, all employees whose presence is required shall be excused, with pay, for that purpose.
- I. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

**ARTICLE IV
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

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

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C. Information Provided to GESPA

1. Reports Provided to GESPA: The board shall provide GESPA without charge, during the weeks of September 1 and February 1 of each year a list of employees including the following information: name, classification, pay grade, hourly rate of pay, work site, home address, work phone number, and district hire date.
2. GESPA Access to District Policies and Rules: GESPA shall have access to District policies and rules and Board agendas and shall be notified of changes of such policies and rules when site administrators and other District Administrators are notified of such changes and at least five (5) days prior to the implementation, if feasible. The site administrator shall provide the site representative with one (1) copy of any district policy or rule requested by the site representative.

- D. Upon appropriate authorization by any employee, the board will directly deposit the employee's entire salary into any official financial institution that provides a bank routing number. In addition, the board will directly deposit a part or all of the employee's salary into the Envision Credit Union.
- E. The Board shall deduct from the pay of each employee all current membership dues and uniform assessments of the GESPA, provided that at the time of each such deduction there is in the possession of the Board a valid signed membership form provided by GESPA for each such deduction, executed by the employee, in the form and according to the terms of the membership form. Membership shall continue year after year unless revoked by the employee. Authorization for dues revocation is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgement of GESPA on the Form, signed and dated, and then submit the form to the District Payroll Office. The revocation of the authorization for dues deduction will be effective at the beginning of the pay period no fewer than 30 calendar days from the date of the employee's submission of the completed Dues Revocation Form to the Payroll Office.
1. Any employee may authorize dues deduction by presenting to the Board on or before September 10 of the applicable school year a signed membership form authorizing the Board to deduct from the employee's salary an amount certified in writing by the GESPA to the Board, on or before September 1 of the applicable school year, as being due to the GESPA from each member thereof as membership dues for that fiscal year, which amount shall be evenly divisible by ten (10) and deducted monthly beginning with the September pay check and continuing consecutively until ten (10) deductions have been made presenting said membership form to the Board after September 10 and at the time during the applicable school year, in which case the total amount to be deducted shall be a fraction of the annual dues based on the number of checks still to be issued in that year, beginning with the first check issued at least fifteen (15) calendar days after the Board's receipt of the employee's completed membership form. Sums so deducted from the employee's remaining salary checks shall be as nearly equal in amount as practicable. Provided, however that any employee whose employment begins after September 10 of the applicable school year may apply for such dues deduction, if the appropriate completed membership form is received by the Board not later than thirty (30) days after the beginning of the employee's employment by the Board. All such deductions and remittances by the school board shall be made in accordance with stipulations established by the Board or the Superintendent of Schools and remitted to the Big Bend Service Unit.
 2. The District will provide GESPA with one payroll deduction slot for the purpose of deducting premiums (after tax) for companies participating in the

benefits programs sponsored by GESPA through the NEA Member Benefits Program. All deductions shall be made on a twelve month basis using a mutually agreeable form to be provided by GESPA and transmitted to the common remitter selected by GESPA or its affiliates for such purpose as a single check amount to the remitter each payroll period. GESPA will hold the Board harmless for any claims arising out of the use of these payroll deduction slots. These deductions shall not be limited or restricted to any certain number of participants by the Board.

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

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

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

H. Temporary Duty for GESPA Activities

1. Work Responsibilities and Temporary Duty for the GESPA President.
 - a. It is the joint responsibility of the President , GESPA, and the District to limit the impact of the President's responsibilities and accompanying temporary duty on the President's work site through the following measures:
 - 1) Work interruptions for GESPA business shall be minimized through the use of E-mail, voice mail, answering machine, call forwarding, where available.
 - 2) GESPA shall make available to the District a list of site Association representatives with whom employees may conduct GESPA business during the workday. The parties shall strive to limit the time during the President's hours used to conduct GESPA business. Not more than fifteen (15) minutes of the President's normal working hours will be used to conduct GESPA business, in addition to lunch or break time

which the President may use for this purpose. If the President has reason to expect that pending issues will require additional work time, the President shall request one or more hours of temporary duty leave for such purposes.

2. The GESPA President or ~~designee~~ shall be provided up to twenty (20) days of temporary duty each fiscal year to conduct GESPA business or carry out GESPA activities.
- I. The Board may grant employees leave-in-line-of-duty each fiscal year as described below to carry out GESPA activities.
1. Legislative Committee – A legislative committee comprised of five (5) members appointed by the GESPA President shall be allowed three (3) days during the Legislative Session to lobby for educational concerns benefiting the Gadsden County School District.
 2. Florida Education Association Delegate Assembly – The Board agrees to grant two (2) days to each elected delegate to attend the Annual Delegate Assembly of the Florida Educational Association.
 3. Summer Leadership Training. Up to six (6) members of the GESPA Executive Board shall be granted up to a total of eighteen (18) days to attend Summer Leadership Training programs.
 4. Collective Bargaining Committee. A list of members of the GESPA bargaining committee shall be provided to the Board's negotiator by April 1 of each year. Such members shall be provided temporary duty for negotiations under the provisions of Article II, Section C of the Contract.
 5. Other GESPA Activities. Authorized GESPA representatives may request temporary duty to meet with employees at their work site for up to two hours to address GESPA business, provided the authorized representatives report their presence to the work site administrator or his/her designee and meet in a non-work area during the employee's duty-free time.
 6. GESPA Committee Representation. The GESPA President may appoint a GESPA representative(s) to any committee(s) appointed by the School Board that has an effect, long-term or short-term, on its membership. These shall include but not be limited to budget, compensation, sick leave bank, capital outlay, and staffing. Membership on committee(s) is advisory in nature.
- J. Paid leave for GESPA Activities – Each year of this contract, representatives of the GESPA may be granted up to a total of ten (10) days of paid leave to conduct GESPA business provided the following conditions are met:
1. An employee shall provide the site administrator with a leave request form for the paid leave a minimum of forty-eight (48) hours prior to such leave.
 2. The site administrator shall approve the request for paid leave unless he/she document in writing at least 24 hours in advance that the employee's absence would significantly impede the operation of the work unit, and under no circumstances shall the leave be denied after the leave has been duly authorized and approved by the administrator.

3. No more than two (2) employees may be absent from any faculty on any day on such paid leave.
 4. No more than ten (10) employees in the district may be absent on such paid leave on any day.
 5. Except for the president of the GESPA, no employee may be absent on paid leave for GESPA activities for more than ten (10) days.
 6. The School Board, in conjunction with the GESPA, shall be responsible for tracking the amount of paid leave taken for GESPA activities.
- K. During the regular workday, the Executive Director of Big Bend Service Unit of the Florida Education Association and/or the president of GESPA may visit bargaining unit employees at the site, provided the authorized representatives report their presence to the site administrator or his/her designee and they do not interfere with, nor disturb, normal site operations or cause the loss of instructional time. No authorized representative shall use this privilege except to conduct GESPA business.

ARTICLE V
EMPLOYEE RIGHTS, PROTECTION AND RESPONSIBILITIES

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

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employee has seen the material. In the event an employee does not review and sign such material within five (5) working days after notification of the existence of such material, the material shall be filed in the personnel file.

- E. Any case of assault on an employee shall be promptly reported to the principal or his designated representative. The Board agrees to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident with law enforcement and judicial authorities.

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

- F. The School Board shall have the right to take disciplinary action against its employees for just cause. Just cause shall be defined to mean:

1. Prior to taking official action, the board or its designee made an effort to determine if the employee violated or disobeyed a rule or order of management.
2. The Board or its designees conducted an investigation to determine the facts.
3. The Board applied its rule and penalties uniformly and without discrimination to all employees.
4. The employee was given an opportunity to present her/his side prior to official action being taken.
5. The Board's rule or order that the employee is alleged to have violated was not arbitrary, capricious or discriminatory.
6. The Board gave the employee forewarning of the consequences or possible consequences if the employee did not obey the rule or order.
7. When determining the degree of discipline, consideration will be given to the employee's service record and the nature of the offense.

- G. Each employee who resides in the district and is employed at least half time, or who resides outside the district and is employed full time shall have the opportunity to enroll his or her child (ren) in the school of choice, subject to Gadsden County School Board Policy 5.20 entitled Student Assignment. In no instance will the child(ren) interfere with the performance of the employees' assigned duties.

- H. Nothing contained within this Contract shall be construed to deny or restrict any employee's rights that he/she may have under Florida School Laws or other applicable State or Federal laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- I. The employee shall be entitled to full rights of citizenship, and no religious or political activities of any employee or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employees. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless it interferes with the performance of his or her prescribed duties.

- J. The Board agrees that it will in no way discriminate against any employee covered by this Contract because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, physical characteristics or disability.
- K. The Board will repair or reimburse employees the current value of any clothing or other personal property damaged or destroyed as a result of battery upon the employee suffered in the course of his/her assigned duties, unless such loss is covered by insurance or reimbursement obtained from other sources. Written requests for reimbursement may be submitted to the employee's immediate supervisor. Such requests shall be governed by procedures developed by the Board.
- L. Each work site shall, when feasible, notify employees of emergency phone calls immediately upon their receipt, and make reasonable efforts to place other phone messages in an employee's mailbox within thirty (30) minutes of their receipt.

**ARTICLE VI
LEAVE**

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

A. Sick Leave

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

at least one-half of such cumulative leave must be earned with this school district.

8. In case of reasonable doubt as to the validity of any sick leave claim, the Superintendent may require a supporting certificate of illness from a licensed physician.
9. Sick Leave Transfer to a Family Member. An employee may transfer earned sick leave to a spouse, sister, brother, parent, ~~or child~~ or any designated person, 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.

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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.

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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

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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.

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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.

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- 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.

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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

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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 Workplace and Drug and Alcohol Testing Program will be strictly adhered to.
- I. Employees under contract who admit they have an alcohol and/or drug problem, or who test positive, will be required to complete a substance abuse rehabilitation program at an authorized rehabilitation center. Accrued sick leave, vacation, short term disability benefits and leave of absence may be used for the period of time the employee is in rehabilitation. The School Board, with the cooperation of the employee, will make a one-time attempt to rehabilitate the employee prior to any job action being taken.

**ARTICLE X
EMPLOYEE DISCIPLINE AND PERSONNEL FILES**

Provisions of this article shall not pertain to probationary employees.

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

- C. Disciplinary Procedures - Suspension without Pay and Dismissal. When disciplinary action in the form of suspension without pay or dismissal is proposed, an employee shall be provided the procedural safeguards described below. These procedures include providing the employee with a "Predetermination Notice" (Section C 1.), an opportunity for a "Predetermination Conference" (Section C 2.), and a "Notice of Recommended Final Action" (Section C 3.)
1. Predetermination Notice: Form and Delivery.
 - a. The employee shall be provided a written "Predetermination Notice" of the proposed action by personal delivery or certified mail, return receipt requested, at least ten (10) days prior to the date the action is to be taken. An employee may be suspended temporarily with pay, however, without such prior notice, until a decision is rendered and effective in the evidentiary hearing described in Section D, below.
 - b. The "Predetermination Notice" shall be signed by the site administrator/supervisor who is authorized by the Superintendent to discipline employees and shall include the following contents:
 1. The disciplinary action proposed and its effective date.
 2. The specific charges or reasons for the action, including identification of any documents and witnesses on which the charges are then known to be based.
 3. A statement advising the employee that he/she may, within five (5) days of receipt of the "Notice," submit a request in writing on a form enclosed with the "Notice" for a "Predetermination Conference" in order to make an oral or written statement, or both, to the Superintendent's designee to refute or explain the charges made against the employee. The "Notice" shall state that failure of the employee to submit the written form requesting a "Conference" within five (5) days constitutes a waiver of his/her rights to such "Conference" and that in the absence of a response, the proposed disciplinary action shall become effective as proposed in the "Notice."
 4. The "Notice" shall give the name and address of the person with whom the request for a "Predetermination Conference" shall be filed. The "Notice" shall advise the employee that the "Conference" will be held prior to the proposed effective date of the action, at a time and place determined by the Superintendent's designee, normally during regular business hours.
 5. A statement that the Superintendent and the Board are sincere in their desire to reduce the risk of error in taking the disciplinary action against the employee and to avoid wrongful damaging of the employee's reputation by untrue or erroneous charges, and therefore, the Superintendent and the Board are sincerely interested in receiving and considering the employee's response.
 6. A statement advising the employee of his/her right to representation at the "Predetermination Conference."
 2. Predetermination Conference.
 - a. The "Conference" shall be conducted by the Superintendent's designee who shall recommend action to the Board concerning the employee.
 - b. The "Conference" shall be set on at least five (5) days notice, and accommodation shall be made to insure it is conducted at a time and in a manner mutually agreed upon by both parties. .

- c. The person conducting the "Conference" shall convene the "Conference" at the time and place set and shall identify himself/herself, the employee and all other participants, and explain that the purpose of the "Conference" is to hear all sides of the charges so as to protect the employee from erroneous or arbitrary adverse action.
 - d. The "Conference" shall be formal. Its purpose shall be to discuss the basis of the proposed action and to reach a recommendation for final action. The Rules of Evidence shall not apply. The employee and the Board may bring a qualified representative to assist or advise him/her.
 - e. In order to promote an atmosphere conducive to free and open discussion of the charges and proposed disciplinary action, the parties may not cross-examine unwilling persons – managers or employees. The Superintendent's designee is responsible, however, for gathering information relevant to his/her decision and may, therefore, question anyone present in order to gather such information. In this regard, the Superintendent's designee shall ask questions of a party or witness, as requested by either party, in an area that is relevant to the decision.
 - f. The employee shall be permitted to submit relevant information personally and by witness, orally and in writing, with the privilege being reserved by the Superintendent's designee to give that information such weight, as he/she deems proper.
 - g. At the conclusion of the "Conference," the Superintendent's designee shall inform the employee when he/she will recommend whether to uphold the proposed disciplinary action.
3. Notice of Final Action.
 - a. The Superintendent or designee shall notify the employee of his/her decision in writing by personal delivery or by certified mail, return receipt requested. If the decision is to uphold the proposed discipline, the "Notice of Recommended Final Action" must be provided to the employee at least five (5) days prior to the date the discipline is to be effective.
 - b. The "Notice of Recommended Final Action" shall specify the facts relied upon by the Superintendent's designee in reaching his/her decision, and shall refer to the policies, rules, laws or other legal basis on which the action is premised. The "Notice" shall endeavor to place the employee on actual notice of the decision-maker's rationale.
 - c. The "Notice of Recommended Final Action" shall also describe the employee's right to have the decision reviewed through an evidentiary hearing (see Section D, below). If the employee does not request an evidentiary hearing, the recommended final action will become Final Action when acted upon by the School Board. The Board or its designee will issue a Notice of Final Action within 5 working days of Board action.
4. Period between Notice of Final Action and Effective Date of Action. During the period between the issuance of the "Notice of Final Action" and the effective date of any disciplinary action, the employee shall be expected to perform his/her usual duties without disrupting fellow employees, or other persons or the employer's activities. If it is deemed highly desirable or necessary that the employee not continue to perform the same duties in the same location during this period, the Superintendent or designee may temporarily assign the employee to other duties. Alternatively, an employee may be suspended with pay, as provided in Section C, 1.a.

5. No Reprisal. An employee who participates in these disciplinary procedures shall not be subjected to reprisal, interference, or coercion as a result of such participation.

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- 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 ~~Seventy-Five Percent~~seventy-five percent (75%) for Capital Health Plan Insurance monthly to be

applied toward payment of the single rate premium for Hospital-Medical-Surgical insurance.

B. The Board during the life of this Agreement may at its sole option increase or decrease any and/or all of the benefits provided under this plan notifying the GESPA 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.

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**ARTICLE XII
HOURS AND WORKING CONDITIONS**

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

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CODE	JOB TITLE	STATUS	HRS. PER DAY
	Ass't Secretary	10 Month 195 190 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

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

For the ~~2012-2013-2015~~ 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 each year.

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.

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| C. Work Break and Lunch Period.

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

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D. Cafeteria workers and assistant managers who were certified by the Florida School Food Service Association during the prior school year shall be paid \$150.00 bonus in

August of the new school year, provided they are reemployed and included on the current membership roster of the Florida School Food Service Association.

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

E. Transportation Employees

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

In the event of a short notice (two hours prior to the trip) the next eligible driver may reject without losing their position on the roster. Except in cases of emergency, in the event a bus driver fails to show for a scheduled field trip, he/she shall forfeit his/her position on that field trip roster for one rotation. Operators who fail to report for assigned trips or who regularly reject trips without legitimate reasons shall be counseled concerning whether they wish

- to remain on the list. Continuation of either practice shall cause an operator to be deleted from the list. In addition they will not be allowed to make up the trip they failed to show for.
- d. Management has the right to pass over drivers that would earn overtime if assigned a field trip at that time. Drivers passed over will not lose their regular rotation.
 - e. All trips assigned for the previous month will be posted in the Transportation Department by the tenth of the month. Postings will show persons assigned, hours, dates and number of trips taken.
 - f. When a driver's turn for a field trip occurs 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.

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**ARTICLE XIII
TERMINAL PAY**

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- 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

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The basic salaries of employees covered by this Agreement shall be set forth in Appendix A and B 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

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2. 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.

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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.

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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, 20132015. New provisions shall be effective on the date of ratification unless a provision provides otherwise by its terms. Renegotiations for the 2013 2014 this multi-year contract shall begin by mutual agreement of both parties.

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For the GESPA

For the District School Board of Gadsden

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Chief Negotiator

Chief Negotiator

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President

Superintendent

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Team Member

Chairman

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**APPENDIX A-1
GUIDE TO POSITIONS FOR APPENDIX A:
NON-INSTRUCTIONAL SALARY SCHEDULE,
DISTRICT/SCHOOL LEVEL, ~~2012-2013-2015~~**

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

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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-~~and Appendix B.~~

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**

2012-2013-2015

	TCHRAI DE	TCHRAI DE	TCHRAI DE	OTHTRA NS	CSTODI AN	DRIVER S	FOODPR EP	FOODSU PV	RECPTI ON	SCRETA RY	SCRETA RY	OTHTMAI NT	MECHA NIC	TECHNI CN	OTHRM AINT
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	32,87
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	33,90
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	34,93
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	35,96
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	36,99
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	38,02
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	39,05
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	40,08
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	41,11
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	42,14
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	43,17
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	44,20
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	45,23
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	46,26
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	47,33
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	48,31
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	49,34
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	50,39

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.

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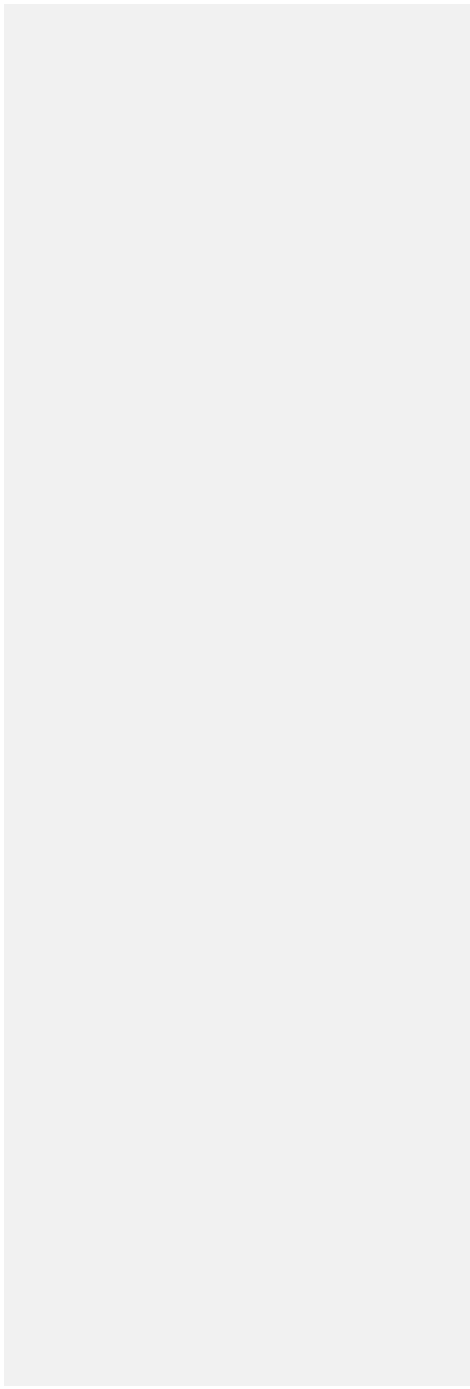
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APPENDIX B
MEMORANDUM OF UNDERSTANDING

**~~The Gadsden County Classroom Teachers Association, The Gadsden Educational Staff Professional Association, and
The Gadsden County School District~~**

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

~~Gadsden County Schools Title I School Improvement Grant, Section 1003(g) herein called SIG:~~

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

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

~~Therefore, the parties agree as follows:~~

- ~~1. The Parties agree that the execution of this MOU constitutes support of the goals and objectives of the SIG. The parties further agree that said signature does not constitute agreement to modify the existing CBA or to negotiate additional language. The parties, however, agree to engage and use their best efforts to develop a mutually agreeable plan to address reforms consistent with the objectives of SIG and according to Article IX, section G of the GCCTA CBA or Article XII, Section F of the GESPA CBA.~~
- ~~2. The parties agree to use best efforts to develop a negotiated, mutually agreed upon implementation plan in the areas identified by the parties as part of the Plan. The signature of the Union President on the MOU does not constitute an agreement to (a) reopen or otherwise modify the CBA, unless and until a subsequent negotiated time specific waiver or other agreement has been mutually agreed upon by the Gadsden County Classroom Teachers Association, the Gadsden Educational Staff Professional Association and the Gadsden County School Board or (b) limit or waive its rights and protections under the Florida Constitution, the Florida Public Employees' Relations Act and other applicable laws.~~

3. ~~If a School Improvement Grant is awarded, the parties agree that any items in the Plan that impact wages, hours or terms and conditions of employment or that may modify the current CBA are subject to bargaining in accordance with Chapter 447.~~
4. ~~Any items relating to the SIG Application or Plan that are unsuccessfully negotiated between the parties specifically for the purpose of applying for or receiving the School Improvement Grant award will not be subject to the impasse procedures set forth in Chapter 447. Neither party will unilaterally declare impasse under Chapter 447 during negotiations of any provisions specifically for the purpose of applying for or receiving the SIG award.~~
5. ~~In the event that negotiations result in modification to the existing CBA, the Gadsden County Classroom Teachers Association, the Gadsden Educational Staff Professional Association and the Gadsden County School Board agree that such modifications expire upon either the expiration of the School Improvement Grant or upon the expiration of the funding of the grant, whichever occurs first.~~
6. ~~The Gadsden County Classroom Teachers Association, the Gadsden Educational Staff Professional Association and the Gadsden County School Board agree that if bargaining according to this MOU results in any modification to the current CBA in order to comply with SIG requirements, then such modification(s) will not operate as the status quo (it being understood that said SIG modifications shall expire at the end of the term of the current MOU unless otherwise mutually extended by the parties).~~
7. ~~The parties agree that after good faith negotiations should there fail to be a fully ratified and non-imposed agreement; the parties are released from any obligation to continue participation in the School Improvement Grant.~~

~~The parties hereby agree to the following for the 2012-2013 school year: The parties will meet annually to address possible changes to the MOU necessary to implementing the DOE requirements and timelines of the Transformation and/or Turnaround Intervention Model funded by the School Improvement Grant.~~

- ~~● **Common Planning Time:** Common planning time will be scheduled during the regular school day at least one (1) period per day to provide for structured common planning time that does not encroach on the contractual planning time. Common planning time will vary according to grade level for elementary schools and according to subject level for middle, combination, or high schools.~~
- ~~● **Recruitment, replacement and retention:** The Financial incentives for School Improvement Grant schools shall be as follows (all supplemental amounts are gross amounts before deductions):~~

Recruitment	
Teachers	Instructional Coaches
A Teacher shall receive a \$2,000 signing bonus (\$1,000 within 30 days of appointment to a SIG school and an additional \$1,000 within 30 days of	An Instructional Coach shall receive a \$2,000 signing bonus (\$1,000 within 30 days of appointment to a SIG school and an additional

<p>fulfilling the contractual obligation at a SIG school) for teaching reading, mathematics, English, language arts, or science. If appointed to teach reading, mathematics, and/or English/language arts, the Teacher must have a documented history of 65% or higher learning gains as evidenced by FCAT reading and/or mathematics performance data. If appointed to teach science, the Teacher must have a documented history of 50% proficiency in science as measured by FCAT.</p>	<p>\$1,000 within 30 days of fulfilling the contractual obligation at a SIG school) for providing coaching services in reading, mathematics, or science. If appointed to coach reading or mathematics with no prior coaching history, an Instructional Coach must possess a documented history of 65% or higher learning gains in reading or mathematics as measured by FCAT. If appointed to coach reading or mathematics with prior coaching history, an Instructional Coach must possess a documented history of 60% or more of assigned teachers making at least 65% learning gains in reading or mathematics. If appointed to coach science with no prior coaching history, an Instructional Coach must possess a documented history of 50% or higher proficiency in science as measured by FCAT. If appointed to coach science with prior coaching history, an Instructional Coach must possess a documented history of 50% or more of assigned teachers achieveing at least 50% proficiency in science as measured by FCAT.</p>
<p>Teachers</p>	<p>Instructional Coaches</p>
<p>A Teacher shall receive a \$1,500 retention bonus within 30 days of re-appointment to a SIG school for teaching reading, mathematics, English, language arts, or science. If re-appointed to teach reading, mathematics, and/or English/language arts, the Teacher must have achieved 65% or higher learning gains as evidenced by FCAT reading and/or mathematics performance data during the preceding school year. If re-appointed to teach science, the Teacher must have achieved</p>	<p>An Instructional Coach shall receive a \$2,000 retention bonus (\$1,000 within 30 days of re-appointment to a SIG school and an additional \$1,000 within 30 days of fulfilling the contractual obligation at a SIG school) for providing coaching services in reading, mathematics, or science. If re-appointed to coach reading or mathematics, an Instructional Coach must have facilitated at least 60% or more of assigned teachers making at least 65%</p>

50% proficiency in science as measured by FCAT or End-of Course (EOC) performance data during the preceding school year.	learning gains in reading or mathematics as measured by FCAT or End-of Course (EOC) performance during the preceding school year. If re-appointed to coach science, an Instructional Coach must have facilitated at least 50% or higher proficiency in science as measured by FCAT or End-of Course (EOC) performance during the preceding school year.
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1. ~~Recruitment~~ is defined as a Teacher or Instructional Coach who is new to the school. Teachers or Instructional Coaches who transfer from an existing position within the Gadsden County Public Schools system would qualify for recruitment incentives if they meet the specified criteria listed in the table above.
2. ~~Retention~~ bonuses will be paid only if the criteria listed in the table above are met or exceeded. Retention for employment purposes as a Teacher or Instructional Coach is not contingent on meeting the criteria listed in the table above.
3. Other rewards that are already in place for professional development, continuing education units and additional certification shall be utilized as enhancements to the aforementioned supplements.
4. All recruitment and retention amounts will be paid in a separate check from an employee's regularly scheduled payroll distribution within the date range listed in the table above.

● ~~Performance Pay (all performance pay amounts are gross pay before deductions and will not become part of the base salary):~~

Performance	
Teachers	Instructional Coaches
Mathematics Teachers who achieve at least 65% learning gains as evidenced by FCAT and/or End-of-Course (EOC) performance data shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade. Mathematics Teachers who achieve at least 75% learning gains as evidenced by FCAT and/or End-of Course (EOC) performance data shall receive a \$1,500 bonus within 30 days of the release of a school's letter grade. Mathematics Teachers who achieve at least 85% learning gains as evidenced by FCAT and/or End-of-Course (EOC) performance data shall receive a \$2,000 bonus within 30 days of the release of a	Mathematics Coaches at SIG schools who have at least 60% of their assigned teachers make 65% or higher learning gains in mathematics as evidenced by FCAT or End-of Course (EOC) performance data shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade. Mathematics Coaches at SIG schools who have at least 70% of their assigned teachers make 65% or higher learning gains in mathematics as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$2,000 bonus within 30 days of

school's letter grade. Mathematics Teachers who achieve at least 95% learning gains as evidenced by FCAT and/or End-of-Course (EOC) performance data shall receive a \$2,500 bonus within 30 days of the release of a school's letter grade.

Mathematics Teachers within grade 3 at SIG schools who achieve at least 70% proficiency as evidenced by FCAT performance data shall receive a \$500 bonus within 30 days of the release of a school's letter grade. Mathematics Teachers within grade 3 at SIG schools who achieve at least 80% proficiency as evidenced by FCAT performance data shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade. Mathematics Teachers within grade 3 at SIG schools who achieve at least 90% proficiency as evidenced by FCAT performance data shall receive a \$1,500 bonus within 30 days of the release of a school's letter grade.

Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End-of-Course (EOC) shall receive a \$500 bonus within 30 days of the release of a school's letter grade if at least 50% of tested students achieve proficiency (i.e., Level 3 or higher). Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End-of-Course (EOC) shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade if at least 60% of tested students achieve proficiency (i.e., Level 3 or higher). Science Teachers at SIG schools within

the release of a school's letter grade.

Mathematics Coaches at SIG schools who have at least 80% of their assigned teachers make 65% or higher learning gains in mathematics as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$3,000 bonus within 30 days of the release of a school's letter grade.

Science Coaches at SIG schools who have at least 60% of their assigned teachers achieve 50% proficiency in science as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade. Science Coaches at SIG schools who have at least 70% of their assigned teachers achieve 50% proficiency in science as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$2,000 bonus within 30 days of the release of a school's letter grade. Science Coaches at SIG schools who have at least 80% of their assigned teachers achieve 50% proficiency in science as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$3,000 bonus within 30 days of the release of a school's letter grade.

<p>grades 5 or 8 and Science Teachers who have students take the Biology End-of-Course (EOC) shall receive a \$1,500 bonus within 30 days of the release of a school's letter grade if at least 70% of tested students achieve proficiency (i.e., Level 3 or higher). Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End-of-Course (EOC) shall receive a \$2,000 bonus within 30 days of the release of a school's letter grade if at least 80% of tested students achieve proficiency (i.e., Level 3 or higher). Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End-of-Course (EOC) shall receive a \$2,500 bonus within 30 days of the release of a school's letter grade if at least 90% of tested students achieve proficiency (i.e., Level 3 or higher).</p>	
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1. ~~To qualifying for performance bonuses, teachers must instruct at least 15 students at the elementary level (3-5), 20 students at the middle school level (6-8), or 22 students at the high school level.~~
 2. ~~Learning gains will be computed based on the total number of FCAT and/or End-of-Course (EOC) tested students that were assigned to a teacher at BOTH Survey 2 and Survey 3, inclusive.~~
 3. ~~Other staff (paraprofessionals) will receive a supplement of up to \$1,000 total for assisting in raising student achievement (\$200 per teacher making 65% learning gains in FCAT or End-of-Course (EOC) tested subjects).~~
 4. ~~Teachers (reading, English/language arts, mathematics, science) and Instructional Coaches at SIG schools who achieve perfect attendance for the full contractual obligation period shall receive a bonus of \$500. Leave in the Line of Duty, Jury Duty or Non Personal Court Process, and/or Military leave will not be counted against attendance for the purpose of this incentive.~~
 5. ~~School bus drivers shall receive a performance pay bonus of \$250 if at least 65% of their students achieve learning gains as measured by the FCAT 2.0 Mathematics and/or Algebra I EOC and/or Geometry EOC.~~
 6. ~~Teachers are not eligible for the same performance pay from both SIG and Race to the Top.~~
 7. ~~All recruitment and retention amounts will be paid in a separate check from an employee's regularly scheduled payroll distribution within the date range listed in the table above.~~
- ~~Failure to Improve (all teachers and leaders must re-apply for their positions each year if they do not meet FDOE requirements for making sufficient learning gains in FCAT and/or End-of-Course (EOC) tested subjects): Teachers who fail to improve Student~~

~~achievement or school level achievement will be replaced. Teachers will be given ample opportunities to improve professional practices before replacement — three (3) years — to raise school achievement.~~

- ~~• **Hard to Staff School:** For the 2012-2013 school year only, Chattahoochee Elementary School is considered a Hard to Staff School due to its location within the district and distance from other cities in surrounding counties. To attract high quality staff, the principal may offer an incentive award of up to \$4,000 to encourage qualified teachers to deliver instruction at Chattahoochee Elementary School. To qualify for this award, the teacher selected to deliver instruction must be in field. \$2,000 of the award will be paid within 30 days of appointment to Chattahoochee Elementary School, while the remaining \$2,000 will be paid within 30 days of fulfilling the contractual obligation of the 2012-2013 school year. In addition, teachers who reside more than 30 miles from Chattahoochee Elementary School may receive a \$1,000 mileage allowance, with \$500 being paid within 30 days of the end of the first semester and an additional \$500 paid within 30 days of the end of the contractual obligation of the 2012-2013 school year. Teachers who receive this award must commit to a full year of service at Chattahoochee Elementary School. Teachers not completing their full contractual obligation will not receive the second half of either the incentive award or mileage incentive.~~

Performance Pay Dispute/Resolution:

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

This Memorandum of Understanding shall expire July 1, 2013.

Gadsden County School District _____ **Gadsden County Classroom Teachers Association**

Reginald James, Superintendent Date Armita Grice Walker, President Date

Rocky Pace Date Dwayne Ivory Date
Chief Negotiator Bargaining Chair, GCCTA

Gadsden Educational Staff Professional Association

Regina Munroe, President	Date	Tony Britt	Date
		Bargaining Chair, GESPA	

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

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

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

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

Therefore, the parties agree as follows:

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

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

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

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

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

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

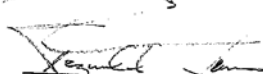
Performance Pay Dispute/Resolution:

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

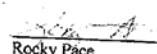
This Memorandum of Understanding shall expire July 1, 2012.

Gadsden County School District

Gadsden County Classroom Teachers Association

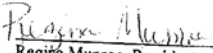


 Regina James, Superintendent Date Arnitta Grice-Walker, President Date 4/25/11



 Rocky Pace Date Dwayne Ivory, Bargaining Chair, GCCTA Date 4/25/11
 Chief Negotiator

Gadsden Educational Staff Professional Association



 Regina Munroc, President Date 10/10/11 Tony Britt, Bargaining Chair, GESPA Date 10/10/11

COLLECTIVE BARGAINING

BETWEEN

**The School Board of
Gadsden County**

And

**Gadsden Educational Staff
Professional Association**

2013-2015 Contract

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**ARTICLE I
RECOGNITION**

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

**ARTICLE II
NEGOTIATION PROCEDURE**

- A. In negotiating this Agreement, neither party shall have control over the selection of the representatives of the other party. However, the number of representatives per team shall not exceed five (5). Throughout negotiations, the chief negotiators shall sign all tentative agreements. There shall be six (6) signed copies of the final agreement. Four (4) copies shall be retained by the Board and two (2) copies retained by the Union.
- B. Following tentative agreement of the contract, the Board agrees to print a maximum of three (3) draft copies per work site for GESPA to distribute to its bargaining unit members for the purpose of ratification. The cost of printing shall be at the expense of the Board.
- C. Negotiation sessions not involving third party neutrals shall begin at a mutually agreed upon time. When it is necessary for a negotiation session to take place during normal working hours, only the members of the bargaining team shall be granted leave-in-line-of-duty. Such leave may include time for travel from the member's work site to the session site.

- D. Primary access to this Contract shall be through an electronic version that shall be available on the District and Association websites. A limited number of copies shall be printed at the expense of the Board within sixty (60) days after ratification for new employees and for administrative purposes. The Board also shall furnish fifty (50) copies to GESPA for its use.

ARTICLE III GRIEVANCE PROCEDURE

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

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

E. Formal Grievance Procedure.

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

STEP 1

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

STEP II

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

STEP III

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

STEP IV

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

Step V

7. Arbitration
 - a. If the grievance has not been satisfactorily resolved at Step III, GESPA may, within ten (10) days following receipt of the Step III decision or following the date on which the Step III decision was due if no decision is provided, file an intent to submit the grievance to arbitration with the superintendent or his/her designee.
 - b. A grievance filed at Step III on which no action has been taken by the grievant for twenty (20) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior step.
 - c. Disclosure of Information. Neither the Board nor the grievant shall be permitted to assert in an arbitration preceding any grounds or rely on any evidence that has not previously been disclosed to the other party.
 - d. Selection of Arbitrator. The parties shall follow the American Arbitration Association procedure for selection of an arbitrator and shall conduct the arbitration under its rules and procedures except as modified by the provisions of this Contract. The arbitration shall be scheduled within sixty (60) days following selection of the arbitrator.

- e. Authority of the Arbitrator.
 - 1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract. Arbitration shall be confined to the application and interpretation of this Contract and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing statements of opinion or conclusions not essential to the determination of the issues submitted.
 - 2. In rendering decisions, an arbitrator shall give due regard to the responsibilities of the Board and the Superintendent and their designees as provided in law and rule and shall so construe such responsibilities, except as they may be specifically conditioned by this Contract.
 - 3. The arbitrator's decision shall be final and binding on the parties as provided in Section 447.401, Florida Statutes, provided that either party may ask that an appropriate court vacate such a decision on one or more of the grounds stated in Section 682.13, Florida Statutes.
 - 4. An arbitrator's award may be retroactive as the equities of a case may demand, but an award shall not be retroactive to a date earlier than sixty (60) days prior to the date the grievance was initially filed except for those provisions of State or federal law that may require an earlier date.
 - f. Fees and Expenses. The losing party shall pay the fees and expenses of the arbitrator. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five (5) days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings and for paying the appearance fee of the reporter and the cost of obtaining an original transcript. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of reasonable copying expenses.
8. Processing.
- a. The site administrator shall refuse consideration of a grievance not filed or processed in accordance with this Article.
 - b. If a grievance arises as the result of a condition that the immediate supervisor is without jurisdiction to resolve, the grievance shall be filed at Step II after discussing such filing with the Superintendent's designee.
9. Precedent – No complaint informally resolved, or grievance resolved at either Step I or II, shall constitute a precedent for any purpose unless agreed to in writing by the Board and GESPA.
- F. Documents. The grievant or representative shall be provided, upon request and with reasonable copying charge, with a copy of any identifiable document relevant to the grievance. All written materials dealing with the processing of a grievance shall be filed separately from the grievant's personnel file except an arbitration decision or a settlement agreement that requires personnel action(s) that affects the grievant.
- G. Notwithstanding the expiration of this contract, any claim or grievance arising while it was in effect may be processed through the grievance procedure until resolution, provided it is timely filed.

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

**ARTICLE IV
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

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

representative with one (1) copy of any district policy or rule requested by the site representative.

- D. Upon appropriate authorization by any employee, the board will directly deposit the employee's entire salary into any official financial institution that provides a bank routing number. In addition, the board will directly deposit a part or all of the employee's salary into the Envision Credit Union.
- E. The Board shall deduct from the pay of each employee all current membership dues and uniform assessments of the GESPA, provided that at the time of each such deduction there is in the possession of the Board a valid signed membership form provided by GESPA for each such deduction, executed by the employee, in the form and according to the terms of the membership form. Membership shall continue year after year unless revoked by the employee. Authorization for dues revocation is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgement of GESPA on the Form, signed and dated, and then submit the form to the District Payroll Office. The revocation of the authorization for dues deduction will be effective at the beginning of the pay period no fewer than 30 calendar days from the date of the employee's submission of the completed Dues Revocation Form to the Payroll Office.
 - 1. Any employee may authorize dues deduction by presenting to the Board on or before September 10 of the applicable school year a signed membership form authorizing the Board to deduct from the employee's salary an amount certified in writing by the GESPA to the Board, on or before September 1 of the applicable school year, as being due to the GESPA from each member thereof as membership dues for that fiscal year, which amount shall be evenly divisible by ten (10) and deducted monthly beginning with the September pay check and continuing consecutively until ten (10) deductions have been made presenting said membership form to the Board after September 10 and at the time during the applicable school year, in which case the total amount to be deducted shall be a fraction of the annual dues based on the number of checks still to be issued in that year, beginning with the first check issued at least fifteen (15) calendar days after the Board's receipt of the employee's completed membership form. Sums so deducted from the employee's remaining salary checks shall be as nearly equal in amount as practicable. Provided, however that any employee whose employment begins after September 10 of the applicable school year may apply for such dues deduction, if the appropriate completed membership form is received by the Board not later than thirty (30) days after the beginning of the employee's employment by the Board. All such deductions and remittances by the school board shall be made in accordance with stipulations established by the Board or the Superintendent of Schools and remitted to the Big Bend Service Unit.
 - 2. The District will provide GESPA with one payroll deduction slot for the purpose of deducting premiums (after tax) for companies participating in the

benefits programs sponsored by GESPA through the NEA Member Benefits Program. All deductions shall be made on a twelve month basis using a mutually agreeable form to be provided by GESPA and transmitted to the common remitter selected by GESPA or its affiliates for such purpose as a single check amount to the remitter each payroll period. GESPA will hold the Board harmless for any claims arising out of the use of these payroll deduction slots. These deductions shall not be limited or restricted to any certain number of participants by the Board.

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

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

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

H. Temporary Duty for GESPA Activities

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

work time, the President shall request one or more hours of temporary duty leave for such purposes.

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

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

1. Legislative Committee – A legislative committee comprised of five (5) members appointed by the GESPA President shall be allowed three (3) days during the Legislative Session to lobby for educational concerns benefiting the Gadsden County School District.
2. Florida Education Association Delegate Assembly – The Board agrees to grant two (2) days to each elected delegate to attend the Annual Delegate Assembly of the Florida Educational Association.
3. Summer Leadership Training. Up to six (6) members of the GESPA Executive Board shall be granted up to a total of eighteen (18) days to attend Summer Leadership Training programs.
4. Collective Bargaining Committee. A list of members of the GESPA bargaining committee shall be provided to the Board's negotiator by April 1 of each year. Such members shall be provided temporary duty for negotiations under the provisions of Article II, Section C of the Contract.
5. Other GESPA Activities. Authorized GESPA representatives may request temporary duty to meet with employees at their work site for up to two hours to address GESPA business, provided the authorized representatives report their presence to the work site administrator or his/her designee and meet in a non-work area during the employee's duty-free time.
6. GESPA Committee Representation. The GESPA President may appoint a GESPA representative(s) to any committee(s) appointed by the School Board that has an effect, long-term or short-term, on its membership. These shall include but not be limited to budget, compensation, sick leave bank, capital outlay, and staffing. Membership on committee(s) is advisory in nature.

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

1. An employee shall provide the site administrator with a leave request form for the paid leave a minimum of forty-eight (48) hours prior to such leave.
2. The site administrator shall approve the request for paid leave unless he/she document in writing at least 24 hours in advance that the employee's absence would significantly impede the operation of the work unit, and under no circumstances shall the leave be denied after the leave has been duly authorized and approved by the administrator.
3. No more than two (2) employees may be absent from any faculty on any day on such paid leave.

4. No more than ten (10) employees in the district may be absent on such paid leave on any day.
 5. Except for the president of the GESPA, no employee may be absent on paid leave for GESPA activities for more than ten (10) days.
 6. The School Board, in conjunction with the GESPA, shall be responsible for tracking the amount of paid leave taken for GESPA activities.
- K. During the regular workday, the Executive Director of Big Bend Service Unit of the Florida Education Association and/or the president of GESPA may visit bargaining unit employees at the site, provided the authorized representatives report their presence to the site administrator or his/her designee and they do not interfere with, nor disturb, normal site operations or cause the loss of instructional time. No authorized representative shall use this privilege except to conduct GESPA business.

ARTICLE V
EMPLOYEE RIGHTS, PROTECTION AND RESPONSIBILITIES

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

- E. Any case of assault on an employee shall be promptly reported to the principal or his designated representative. The Board agrees to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident with law enforcement and judicial authorities.

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

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

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

ARTICLE VI LEAVE

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

A. Sick Leave

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

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

B. Personal Leave

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

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

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

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

D. Temporary Duty

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

E. Leave for Jury Duty and/or Court Processes

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

1. When summoned to appear as a juror, or as a witness (except as a character witness) in any civil or criminal action in which the employee is neither plaintiff nor defendant: full pay, without allowances or reimbursements, with the employee retaining any payments or fees received from the court or other third parties for such appearance; but,

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

F. Military Leave

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

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

G. Parental Leave

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

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

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

H. Outside Employment

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

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

1. All personnel employed full-time on a twelve-month basis will be allowed in each fiscal year vacation leave which may be taken at any time during the year as approved by the Superintendent; and in amounts as follows:

- a. During the first ten (10) years of the employee's full-time service for this School District, twelve (12) days per fiscal year. Such vacation leave may be cumulative up to a maximum of twenty (20) days.
- b. During and after the eleventh (11th) year of the employee's full-time service for this School District, eighteen (18) days per fiscal year. Such vacation leave, taken together with vacation leave accumulated in

previous years, may be cumulative up to a maximum as defined by Florida Statute.

2. Subject to law and applicable rules and regulations, a lump-sum payment for any accrued vacation leave will be made to each employee upon termination of employment or upon retirement, or to employee's beneficiary if service is terminated by death. The amount of such lump-sum payment will be computed by multiplying the daily rate of pay of the employee at the time of such termination, retirement or death by the number of accrued vacation leave days which the employee has at that time, up to a maximum as defined by Florida Statute. In such computation, accrued vacation leave days may be counted whether earned before or after the effective date of this rule.

J. Abandonment of Position

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

K. Employees Voluntary Sick Leave Bank

1. Membership - Any full-time employee, having been employed by the School Board for at least one (1) year and having at least five (5) days accrued sick leave at the end of the preceding year, may enroll in the Sick Leave Bank by voluntarily contributing one (1) sick leave day to the bank between August 15 and September 15 of any fiscal year. An eligible employee is defined as a person employed in a non-instructional position designated by the School Board as full time.

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

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

2. Establishment and Duration - The Sick Leave Bank will not come into existence until at least 150 sick leave days have been contributed and will remain in existence until termination by the Board or it is discontinued because of depletion of sick leave days.
3. Sick Leave Bank Committee - The Sick Leave Bank Committee shall be composed of two (2) employees, two (2) members appointed by the Superintendent and the following ex-officio members: GESPA President and one (1) School Board member. The Committee shall determine how many days, if any, an employee may receive from the Sick Leave Bank. The Committee will develop routine procedures for considering applications for use of the Sick Leave Bank including, but not limited to:

- a. provision of standard forms for participating in or withdrawal from the Bank by an employee;
 - b. provision for medical documentation of need;
 - c. provision for monitoring eligibility of an employee;
 - d. provision for monitoring of days in the Bank and determination of when a replenishing of the Bank may be needed;
 - e. provision for investigation of possible abuse of the Bank; and
 - f. provision for furnishing the parties with status reports on the condition of the Bank on an annual basis.
4. Changes in Procedures -- Changes in procedures for administration of the Sick Leave Bank will be subject to approval of the Association and the Board's representative.
5. Participation -- Participation in the Sick Leave Bank is voluntary.
6. Utilization of Days -- Use of days from the Bank will be subject to the following conditions:
- a. The claim must be based on a personal and catastrophic illness, injury, or accident.
 - b. Prior to eligibility, an employee must exhaust all accumulated sick leave and other types of leave granted by the Board related to the accident, illness, or injury.
 - c. An employee may not utilize more than sixty (60) days from the Bank without reapplication to the Committee for a further draw on the Bank. Such reapplication will be subject to all conditions which would apply to an original application.
 - d. The salary of an employee participating in the Sick Leave Bank will be reduced by any benefits drawn from Worker's Compensation.
 - e. An employee otherwise eligible for full disability retirement will not continue to utilize the Sick Leave Bank.
7. Abuse -- Allegations of abuse of the Sick Leave Bank will be investigated by the Committee which will submit a report of its investigation to the Board and the Association including a recommendation for appropriate action, if any. The School Board will consider the report and recommendation prior to taking such action on the matter as it deems proper.

L. Unpaid Leave

Personal leave is that leave granted for non-work related reasons and does not entitle an employee to pay except as is provided in Article IV.

- M. Policies and Procedures Governing Unpaid Leave
1. Unpaid Leaves of Ten (10) Days or Less. The immediate supervisor and Superintendent must approve a request for personal leave of ten (10) days or less before it is taken.
 2. Unpaid Leaves of More Than Ten (10) Days.
 - a. An unpaid leave of absence for more than ten (10) days may be granted at the discretion of the School Board, upon affirmative recommendation of the Superintendent, provided that a qualified replacement is available. Except under compelling circumstances, such leave shall not be granted to probationary employees.
 - b. Application for such leave must be made at least thirty (30) days prior to its commencement and shall include information regarding the purpose and length of the leave. In the interest of continuity in the instructional program, such leaves shall normally be taken in semester increments.
 - c. Leave granted under this section shall be limited to two (2) years within a five-year period with the following exception:

An employee who wishes to serve in public office may request an exception of the two (2) year unpaid leave limitation in accordance with the provisions of this section.
 - d. Reasons for such leave shall include personal health problems, including rehabilitation and regeneration. Employees may accept gainful employment during such leave to include, but not be limited to, Peace Corps, religious reasons, VISTA, and work with other government agencies.
 - e. An employee granted a leave under this section shall notify the site administrator in writing of his/her intent to return or seek additional leave as follows:
 1. For leaves granted for the first semester, thirty (30) work days prior to the end of the semester; or
 2. For leaves granted for the second semester or one school year, no later than March 1.
 3. Benefits During Unpaid Leave
 - a. Any employee granted a leave of absence as provided in this article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing District programs during the leave, provided the entire premiums (Board and employee contribution) for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.
 - b. To the extent permitted by the Florida Retirement System, employees shall be given the opportunity to continue retirement programs, provided the employee pays the full cost of such programs. Forms are available from the Florida Retirement System for the employee to purchase such leave time.
 4. Family Medical Leave - Employees requesting unpaid leave for serious personal or family illness are entitled to continued Board contributions to insurance programs as provided for in the Family Medical Leave Act. Employees wishing to receive this benefit must identify their leave request as a "Family Medical Leave" prior to taking the leave and submit a completed "Certification of Physician" form with their leave request. Employees who do not return to work with the District shall be required to repay the Board contributions made during their unpaid leave.

A. Eligibility:

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

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

**ARTICLE VII
PERFORMANCE APPRAISAL**

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

- A. An annual performance assessment shall be made of each employee by his or her immediate supervisor or the superintendent's designee. The period covered by the annual evaluation shall coincide with an employee's school year/fiscal year contract.
- B. Within two (2) weeks after the beginning of employment, or as soon thereafter as practicable, each employee shall be given a copy of the non- instructional assessment criteria or the appropriate form to be used. This distribution shall be followed by an explanation and discussion of the assessment process.
- C. The supervisor shall schedule a meeting with the employee to discuss the Annual Performance Assessment no later than fifteen (15) days after the completion of the evaluation period or by June 30, whichever is earlier. Each completed assessment form for the employee and all copies of it shall be dated and signed by the immediate supervisor and the employee, with the employee receiving one copy. The employee's signature indicates only that he/she has read the completed form, and not necessarily that he/she agrees with the assessment. The employee may attach any written comments to any written assessment within ten (10) days of the assessment review meeting.
- D. If the assessment indicates that the employee is not performing in a satisfactory manner, the immediate supervisor or the superintendent's designee shall provide assistance to the employee in correcting the areas of poor performance within a reasonable prescribed period of time.
- E. The process of performance assessments of each employee shall continue throughout the duration of her/his employment, with each assessment subject to amendment

whenever such amendment shall, in the opinion of assessor, be justified, and may be based on any information that is available to him/her at the time assessment is made.

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

**ARTICLE VIII
TRANSFER AND REASSIGNMENT, LAYOFF AND RECALL**

TRANSFER AND REASSIGNMENT

1 Definitions

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

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

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

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

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

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

Reduction in Personnel

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

LAYOFFS

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

RECALL

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

ARTICLE IX GENERAL EMPLOYMENT PRACTICES

- A. Notice of all openings and vacancies shall be posted by the Superintendent or his designee for five (work days) days prior to the filling of the vacancy, in the district administration building and shall be transmitted to all work-site supervisors, who shall post the notice at the site. A copy of all vacancies shall be e-mailed or sent to the GESPA President prior to the five day posting notifying GESPA of all vacancies.
- B. For consideration for appointment to a summer employment position, an employee must file with the Superintendent on or before May 1 of each year, a written application on a form to be furnished by the Superintendent. In making assignments of employees to summer positions, the Board will take into consideration relevant factors including but not limited to continuous employment by the Board.
- C. A person employed to fill a full-time position shall be appointed to that position on probationary status for a period of six (6) months. A probationary employee is entitled to all benefits provided a regular employee including the right to become or not to become a member of the union.
- D. Employees may be dismissed from a position in which they hold probationary status at anytime without the necessity for the showing of cause.
- E. For the first three years of employment, non-instructional personnel can be non-renewed at the end of a contractual year without specifying cause. After three (3) consecutive years of active employment and a recommendation for the fourth year, non-instructional personnel shall be classified as permanent employees.
- F. A permanent status person promoted within a job class shall serve in the higher classification on probationary status for three (3) months. The employee shall retain permanent status in the lower classification unless dismissed for cause for other than unsatisfactory performance. A permanent status person who voluntarily transfers to another job class shall serve in the new position on probationary status for three (3) months after which he/she will be granted permanent status.

- G. A permanent employee's status shall continue from year to year unless the Superintendent terminates the employee for just cause or the Superintendent reduces the number of employees on a district-wide basis for financial reasons.
- H. In an effort to assure the safety of all students and employees, the Gadsden County School Board has developed and implemented a Drug-Free Workplace and Drug and Alcohol Testing Program. The Policies and Procedures governing the Drug Free Work place and Drug and Alcohol Testing Program will be strictly adhered to.
- I. Employees under contract who admit they have an alcohol and/or drug problem, or who test positive, will be required to complete a substance abuse rehabilitation program at an authorized rehabilitation center. Accrued sick leave, vacation, short term disability benefits and leave of absence may be used for the period of time the employee is in rehabilitation. The School Board, with the cooperation of the employee, will make a one-time attempt to rehabilitate the employee prior to any job action being taken.

**ARTICLE X
EMPLOYEE DISCIPLINE AND PERSONNEL FILES**

Provisions of this article shall not pertain to probationary employees.

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

for a "Predetermination Conference" (Section C 2.), and a "Notice of Recommended Final Action" (Section C 3.)

1. Predetermination Notice: Form and Delivery.
 - a. The employee shall be provided a written "Predetermination Notice" of the proposed action by personal delivery or certified mail, return receipt requested, at least ten (10) days prior to the date the action is to be taken. An employee may be suspended temporarily with pay, however, without such prior notice, until a decision is rendered and effective in the evidentiary hearing described in Section D, below.
 - b. The "Predetermination Notice" shall be signed by the site administrator/supervisor who is authorized by the Superintendent to discipline employees and shall include the following contents:
 1. The disciplinary action proposed and its effective date.
 2. The specific charges or reasons for the action, including identification of any documents and witnesses on which the charges are then known to be based.
 3. A statement advising the employee that he/she may, within five (5) days of receipt of the "Notice," submit a request in writing on a form enclosed with the "Notice" for a "Predetermination Conference" in order to make an oral or written statement, or both, to the Superintendent's designee to refute or explain the charges made against the employee. The "Notice" shall state that failure of the employee to submit the written form requesting a "Conference" within five (5) days constitutes a waiver of his/her rights to such "Conference" and that in the absence of a response, the proposed disciplinary action shall become effective as proposed in the "Notice."
 4. The "Notice" shall give the name and address of the person with whom the request for a "Predetermination Conference" shall be filed. The "Notice" shall advise the employee that the "Conference" will be held prior to the proposed effective date of the action, at a time and place determined by the Superintendent's designee, normally during regular business hours.
 5. A statement that the Superintendent and the Board are sincere in their desire to reduce the risk of error in taking the disciplinary action against the employee and to avoid wrongful damaging of the employee's reputation by untrue or erroneous charges, and therefore, the Superintendent and the Board are sincerely interested in receiving and considering the employee's response.
 6. A statement advising the employee of his/her right to representation at the "Predetermination Conference."
2. Predetermination Conference.
 - a. The "Conference" shall be conducted by the Superintendent's designee who shall recommend action to the Board concerning the employee.
 - b. The "Conference" shall be set on at least five (5) days notice, and accommodation shall be made to insure it is conducted at a time and in a manner mutually agreed upon by both parties. .
 - c. The person conducting the "Conference" shall convene the "Conference" at the time and place set and shall identify himself/herself, the employee and all other participants, and explain that the purpose of the "Conference" is to hear all sides of the charges so as to protect the employee from erroneous or arbitrary adverse action.

- d. The “Conference” shall be formal. Its purpose shall be to discuss the basis of the proposed action and to reach a recommendation for final action. The Rules of Evidence shall not apply. The employee and the Board may bring a qualified representative to assist or advise him/her.
 - e. In order to promote an atmosphere conducive to free and open discussion of the charges and proposed disciplinary action, the parties may not cross-examine unwilling persons – managers or employees. The Superintendent’s designee is responsible, however, for gathering information relevant to his/her decision and may, therefore, question anyone present in order to gather such information. In this regard, the Superintendent’s designee shall ask questions of a party or witness, as requested by either party, in an area that is relevant to the decision.
 - f. The employee shall be permitted to submit relevant information personally and by witness, orally and in writing, with the privilege being reserved by the Superintendent’s designee to give that information such weight, as he/she deems proper.
 - g. At the conclusion of the “Conference,” the Superintendent’s designee shall inform the employee when he/she will recommend whether to uphold the proposed disciplinary action.
3. Notice of Final Action.
- a. The Superintendent or designee shall notify the employee of his/her decision in writing by personal delivery or by certified mail, return receipt requested. If the decision is to uphold the proposed discipline, the “Notice of Recommended Final Action” must be provided to the employee at least five (5) days prior to the date the discipline is to be effective.
 - b. The “Notice of Recommended Final Action” shall specify the facts relied upon by the Superintendent’s designee in reaching his/her decision, and shall refer to the policies, rules, laws or other legal basis on which the action is premised. The “Notice” shall endeavor to place the employee on actual notice of the decision-maker’s rationale.
 - c. The “Notice of Recommended Final Action” shall also describe the employee’s right to have the decision reviewed through an evidentiary hearing (see Section D, below). If the employee does not request an evidentiary hearing, the recommended final action will become Final Action when acted upon by the School Board. The Board or its designee will issue a Notice of Final Action within 5 working days of Board action.
4. Period between Notice of Final Action and Effective Date of Action. During the period between the issuance of the “Notice of Final Action” and the effective date of any disciplinary action, the employee shall be expected to perform his/her usual duties without disrupting fellow employees, or other persons or the employer’s activities. If it is deemed highly desirable or necessary that the employee not continue to perform the same duties in the same location during this period, the Superintendent or designee may temporarily assign the employee to other duties. Alternatively, an employee may be suspended with pay, as provided in Section C, 1.a.
5. No Reprisal. An employee who participates in these disciplinary procedures shall not be subjected to reprisal, interference, or coercion as a result of such participation.
- D. Post-Determination Hearing.
- 1. A permanent employee who is suspended without pay or dismissed and who has participated in a “Predetermination Conference” and received a “Notice of Final Action” as described in Section C, 2 and 3., above, shall be entitled to a *de novo*

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

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

ARTICLE XI INSURANCE

- A. Board shall provide for each employee, without cost to him/her, group term life and dental insurance. The Board will contribute for each employee no less than seventy-five percent (75%) for Capital Health Plan Insurance monthly to be applied toward payment of the single rate premium for Hospital-Medical-Surgical insurance.
- B. The Board during the life of this Agreement may at its sole option increase or decrease any and/or all of the benefits provided under this plan notifying the GESPA 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**

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

CODE	JOB TITLE	STATUS	HRS. PER DAY
	Ass't Secretary	10 Month 190 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 2013-2015 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 each year.

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

1. Earning of Compensatory Time.

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

overtime wages at one and one-half times their normal pay rate whenever their supervisors ask or expect them to take additional duties that cause them to have an accrued balance of more than 240 hours of compensatory time, the District must pay appropriate overtime wage compensation for all compensatory hours accrued beyond 240;

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

2. Use of Compensatory Time.

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

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

C. Work Break and Lunch Period.

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

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

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

E. Transportation Employees

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

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

- d. Management has the right to pass over drivers that would earn overtime if assigned a field trip at that time. Drivers passed over will not lose their regular rotation.
 - e. All trips assigned for the previous month will be posted in the Transportation Department by the tenth of the month. Postings will show persons assigned, hours, dates and number of trips taken.
 - f. When a driver's turn for a field trip occurs 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.

**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, 2015. New provisions shall be effective on the date of ratification unless a provision provides otherwise by its terms. Renegotiations for this multi-year contract shall begin by mutual agreement of both parties.

For the GESPA

For the District School Board of Gadsden

Chief Negotiator

Chief Negotiator

President

Superintendent

Team Member

Chairman

Team Member

Team Member

Team Member

Team Member

Date

Date

**APPENDIX A-1
GUIDE TO POSITIONS FOR APPENDIX A:
NON-INSTRUCTIONAL SALARY SCHEDULE,
DISTRICT/SCHOOL LEVEL, 2013-2015**

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.
PA Y GRADE 3:	Educational Paraprofessional, Clerical Assistant, Media Assistant -Bachelors Degree
PAY GRADE 4:	Custodial Assistant, Bus Attendant
PAY GRADE 5:	Lead Custodian, Mechanic I, Warehouse Worker, Maintenance Assistant
PAY GRADE 6:	Bus Driver
PAY GRADE 7:	Cafeteria Worker
PAY GRADE 8:	Assistant Cafeteria Manager
PAY GRADE 9:	Receptionist-Xerox, Assistant Secretary
PAY GRADE 10:	Secretary I
PAY GRADE 11:	Secretary II
PAY GRADE 12	Routing, Parts & Inventory Specialist, Maintenance Worker
PAY GRADE 13	Parts Manager, Mechanic II,
PAY GRADE 14	Audio Visual Equip. Technician, Boiler Mechanic, Electrician, Plumber, AC/Refrig.- Mechanic, Fire & Safety Inspector, Head Mechanic, Carpenter
PAY GRADE 15	Lead Plumbing/Gas Mechanic, Lead Electrician, Lead HVAC Refrigeration Mechanic, Lead Boiler Mechanic and Lead Carpenter

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

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

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

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

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

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

APPENDIX A

**NON-INSTRUCTIONAL SALARY SCHEDULE
DISTRICT/SCHOOL-LEVEL
2013-2015**

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

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

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

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

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

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

Therefore, the parties agree as follows:

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

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

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

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

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

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

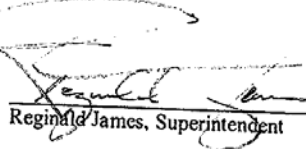
Performance Pay Dispute/Resolution:

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

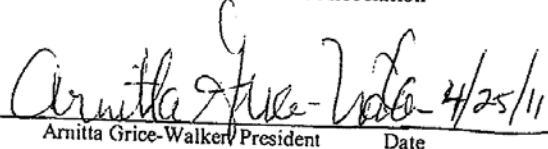
This Memorandum of Understanding shall expire July 1, 2012.

Gadsden County School District

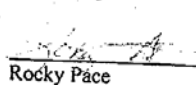
Gadsden County Classroom Teachers Association


Regina James, Superintendent

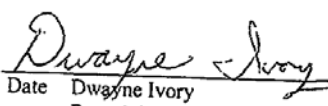
Date


Arnitta Grice-Walker, President

Date

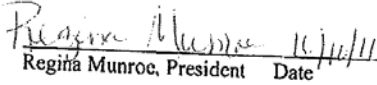

Rocky Pace
Chief Negotiator

Date



Dwayne Ivory
Bargaining Chair, GCCTA

Date

Gadsden Educational Staff Professional Association


Regina Munroe, President

Date


Tony Britt
Bargaining Chair, GESPA

Date

FLORIDA SCHOOL BOARDS ASSOCIATION, INC.
203 South Monroe Street — Tallahassee, FL 32301
850.414.2578 — Fax: 850.414.2585
www.fsba.org



PRESIDENT
PATTY HIGHTOWER
PENSACOLA

EXECUTIVE DIRECTOR
DR. WAYNE BLANTON
TALLAHASSEE

MEMORANDUM

February 1, 2014

TO: School Board Chairmen
District School Superintendents
School Finance Officers

FROM: Patty Hightower, President
Diane Smith, Treasurer
Wayne Blanton, Executive Director
Florida School Boards Association

Enclosed is the FSBA dues statement. The 2014-2015 dues will remain the same as for the previous seven years. We also anticipate a freeze on dues for several more years.

The Florida School Boards Association and local school districts have made tremendous accomplishments during the past year by working together to improve education in our State. FSBA will continue to be your "voice of education" throughout our great state.

- We will continue to work to mitigate the budget crisis by working with local, state and federal leaders to provide adequate education funding for Florida's school districts.
- Our daily legislative update on the FSBA website is one of your most valuable tools for keeping abreast of current events.
- Our weekly web cast during the legislative session, gives you an "up-close" look at the most current issues facing all of us.
- Our leadership training is consistently judged to be the best in the country, and we are always available for you and your district.

Our staff answers and returns an average of 60 phone calls per day to assist school board members, superintendents, and district staff with technical, legal, and legislative information.

FSBA will continue to provide a variety of valuable services to local school board members. These services include publications, newsletters, research, on-site and regional workshops and training sessions, state educational conferences, and representing your views before the State Board of Education, the Department of Education, the Florida Legislature, Congress, and other organizations interested in public education. In addition, FSBA provides all members of our Association with a \$100,000 accidental death and dismemberment insurance policy.

FSBA would like to take this opportunity to thank the school districts for their support during the past year. We have accomplished a great deal in Florida with your assistance and we look forward to a continued, close working relationship with all school districts. Please feel free to call us if you have any questions or need assistance.

PH/DS/WB/ld

Enclosure

The mission of the Florida School Boards Association (FSBA) is to increase student achievement through the development of effective school board leadership and advocacy for public education.

FLORIDA SCHOOL BOARDS ASSOCIATION
(850) 414-2578 FAX (850) 414-2585
203 S. MONROE STREET
TALLAHASSEE, FL 32301

INVOICE

INVOICE DATE	INVOICE NO.
2/3/14	10524

GADSDEN CO SCHOOL BOARD
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

PURCHASE ORDER NO.

ITEM DESCRIPTION	PRICE
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2014-15 Annual Dues

14,160.00

TOTAL AMOUNT DUE

\$14,160.00