

# AGENDA

## REGULAR SCHOOL BOARD MEETING

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

January 28, 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. December 17, 2013, 4:30 p.m. – School Board Workshop
  - b. December 17, 2013, 6:00 p.m. – Regular School Board Meeting
  - c. January 7, 2014, 2:00 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 #5**
  - a. Personnel 2013 – 2014

ACTION REQUESTED: The Superintendent recommends approval.
7. BUDGET AND FINANCIAL TRANSACTIONS
  - a. Budget Amendment Number Six – **SEE PAGE #7**

Fund Source: 420 Federal Funds  
Amount: \$-335,541.98

ACTION REQUESTED: The Superintendent recommends approval.

- b. Update on Financial Recovery Plan Submitted to FDOE on 12/04/13  
**SEE PAGE #21**

Fund Source: 110 General Fund  
Amount: N/A - Informational

ACTION REQUESTED: The Superintendent recommends approval.

- c. Internal Audit Reports – **SEE PAGE #26**

Fund Source: N/A  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- d. Crossroad Charter School's Second Quarter Financial Statements  
**SEE PAGE #44**

Fund Source: N/A  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Vendor Notice - **SEE PAGE #47**

Fund Source: N/A  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Request for Extension on City of Midway Charter School Project  
**SEE PAGE #49**

Fund Source: N/A  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- c. Amendment #1 Between Cook Brothers, Inc. and Gadsden County District Schools – **SEE PAGE #51**

Fund Source: 379 Capital Project Funds  
Amount: GMP - \$4,821,118.00

ACTION REQUESTED: The Superintendent recommends approval.

- d. Bus Lease Resolution of Governing Body – **SEE PAGE #53**

Fund Source: None associated with this resolution directly. Part of the lease purchase agreement totaling \$1,074,867 that was previously approved at the May 21, 2013 meeting  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- e. For School Board Approval to use the Services of Southern Earth Sciences, Inc. for Soil and Concrete Testing at Havana Middle School PreK through 3<sup>rd</sup> Grade Classroom Wing - **SEE PAGE #56**

Fund Source: 379

Amount: \$14,900.00

**ACTION REQUESTED:** The Superintendent recommends approval.

- f. Contract for Sale and Purchase Agreement with Midway Unity Fellowship, Inc. – **SEE PAGE #61**

Fund Source: N/A

Amount: As Per Agreement

**ACTION REQUESTED:** The Superintendent recommends approval.

- g. Approval of 2013-2015 GCCTA Contract – **SEE PAGE #68**

Fund Source: N/A

Amount: N/A

**ACTION REQUESTED:** The Superintendent recommends approval.

9. **STUDENT MATTERS – SEE ATTACHMENT**

- a. Student Transfers – See back-up material

**ACTION REQUESTED:** The Superintendent recommends approval.

- b. Student Expulsion – See back-up material

Case #28-1314-0211

**ACTION REQUESTED:** The Superintendent recommends approval.

- c. Student Expulsion – See back-up material

Case #32-1314-0211

**ACTION REQUESTED:** The Superintendent recommends approval.

- d. Student Expulsion – See back-up material

Case #33-1314-0231

**ACTION REQUESTED:** The Superintendent recommends approval.

- e. Student Expulsion – See back-up material  
Case #35-1314-9106  
ACTION REQUESTED: The Superintendent recommends approval.
- f. Student Expulsion – See back-up material  
Case #40-1314-0231  
ACTION REQUESTED: The Superintendent recommends approval.
- g. Student Expulsion – See back-up material  
Case #41-1314-0071  
ACTION REQUESTED: The Superintendent recommends approval.

#### ITEMS FOR DISCUSSION

#### 10. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Agreement Between Gadsden County School District and Alternatives Unlimited, Inc. - **SEE PAGE #159**

Fund Source: N/A

Amount: N/A

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

January 28, 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 January 28, 2014.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees January 2014</u>
Classroom Teachers and Other Certified Administrators	120 & 130 110	451.00 49.00
Non-Instructional	150, 160, & 170	<u>400.00</u> 900.00

Sincerely,

Reginald C. James  
Superintendent of Schools

Audrey D. 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**

**INSTRUCTIONAL**

<b><u>Name</u></b>	<b><u>Location</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>
Dudley, Karema	SSES	Teacher	11/18/2013
Hudgins, Mary	JASMS	Teacher	01/06/2014
McCloud, Laterrica	GCA	Teacher	12/16/2013
Reseau, Pascale	WGHS	Teacher	01/07/2014
Sailor, Dailyn	SJES	Teacher	01/06/2014
Shingles, Christina	GWM	Teacher	01/06/2014
Shoop, Hannah	GWM	Teacher	01/06/2014
West-White, Clarissa	GWM	Teacher	

**NON-INSTRUCTIONAL**

<b><u>Name</u></b>	<b><u>Location</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>
Randall, Monesha	HES	Ed. Paraprofessional	01/06/2014

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

**LEAVE**

<b><u>Name</u></b>	<b><u>Location/Position</u></b>	<b><u>Beginning</u></b>	<b><u>Ending</u></b>
Betton, Gary*	Transportation/Bus Driver	01/06/2014	02/03/2014
Brown, Elizabeth*	Transportation/Bus Driver	12/02/2013	01/09/2014
Davis, Torrey	GWM/Teacher	01/09/2014	03/07/2014
Hatten, Elanor	WGHS Custodial Asst.	11/18/2013	12/11/2013
Kirkland, Earnest	WGHS/Asst. Principal	01/07/2014	03/14/2014
Loyd, Maria	EGHS/Teacher	01/06/2014	03/14/2014

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Location</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>
Betton, Gary	Transportation	Bus Driver	01/17/2014
Pardee, Brenda	ESE	Speech/Language Pathologist	11/25/2013
Smith, Christina	JASMS	Teacher	12/20/2013
Tshabe, Errol	JASMS	Teacher	01/17/2014

**Transfers**

<b><u>Name</u></b>	<b><u>Location/Position</u></b> <b><u>Transferring From</u></b>	<b><u>Location/Position</u></b> <b><u>Transferring To</u></b>	<b><u>Effective Date</u></b>
Bryant, Cametra	EGHS/Secretary	GRES/Office Manager	01/13/2014

**TERMINATIONS**

<b><u>Name</u></b>	<b><u>Location</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>
Conyers, Kesia	SJES	Teacher	01/27/2014
Leveston, Charles	Transportation	Bus Driver	01/28/2014
Loyd, Curstistine	JASMS	Teacher	01/06/2014

**Substitutes**

<b><u>Teacher</u></b>
Basford, Marilyn
Pounsel, Raven

\*Extension of Leave

## SUMMARY SHEET

### RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: January 28, 2014

TITLE OF AGENDA ITEMS: Budget Amendment Number Six

DIVISION: Finance Department

#### PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for this budget amendment that establishes/reduces budget for Title III, Enhanced Instructional Opportunities for Recently Arrived Immigrant Children and Youth, Carl Perkins Secondary, Carl Perkins Rural & Sparsely Populated, Title II and Title I SIG 1003(g) based on grant awards/amendments. It also clears remaining balances for closed projects for which we have received the audited final report.

FUND SOURCE: 420 (Federal) Fund

AMOUNT: \$ -335,541.98

PREPARED BY: Kim Ferree

POSITION: Assistant Superintendent for Business Services

**Florida Department of Education  
Project Award Notification**

Proj. 4210240

<b>1 PROJECT RECIPIENT</b> Gadsden County School District	<b>2 PROJECT NUMBER</b> 200-1024A-4C001
<b>3 PROJECT/PROGRAM TITLE</b> Title III, Part A, Supplementary Instructional Support for English Language Learners  <p align="center"><b>TAPS 14A014</b></p>	<b>4 AUTHORITY</b> 84.365A Title III Part A, English Language Acquisition
<b>5 AMENDMENT INFORMATION</b> Amendment Number: Type of Amendment: Effective Date:	<b>6 PROJECT PERIODS</b>  Budget Period: 07/01/2013 - 06/30/2014 Program Period: 07/01/2013 - 06/30/2014
<b>7 AUTHORIZED FUNDING</b> Current Approved Budget: \$ 55,905.60 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: Total Project Amount: \$ 55,905.60	<b>8 REIMBURSEMENT OPTION</b> Federal Cash Advance
<b>9 TIMELINES</b> <ul style="list-style-type: none"> <li>• Last date for incurring expenditures and issuing purchase orders: <span style="float: right;"><u>06/30/2014</u></span></li> <li>• Date that all obligations are to be liquidated and final disbursement reports submitted: <span style="float: right;"><u>08/20/2014</u></span></li> <li>• Last date for receipt of proposed budget and program amendments: <span style="float: right;"><u>06/30/2014</u></span></li> <li>• Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:</li> <li>• Date(s) for program reports:</li> </ul>	
<b>10 DOE CONTACTS</b> Program: Ginger Alberto Phone: (850) 245 - 0894 Email: <a href="mailto:Ginger.Alberto@fldoe.org">Ginger.Alberto@fldoe.org</a> Grants Management: Unit A (850) 245-0496	<b>11 DOE FISCAL DATA</b>  DBS: 40 90 50 EO: 34 Object: 720035
<b>12 TERMS AND SPECIAL CONDITIONS</b> <ul style="list-style-type: none"> <li>• 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.</li> <li>• For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20<sup>th</sup> of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.</li> <li>• If the district includes estimated roll-forward funds, the district will be authorized to expend estimated roll-forward funds when the Department of Education Comptroller's Office certifies these funds.</li> </ul> <p>Agencies receiving funds under Title III, No Child Left Behind may use not more than two percent (2%) of such funds for the cost of administering the program.</p>	
<b>13 APPROVED:</b>	
 _____ Authorized Official on behalf of Pam Stewart Commissioner of Education	11-8-13 _____ Date of Signing



RPRT- F2B31  
 DIST- 20 GADSDEN COUNTY SCHOOLS  
 FUND- 420 CONTRACTED PROJECTS FUND 420

TERMS - FINANCIAL INFORMATION SERIES  
 BUDGET STATUS SUMMARY  
 REQ-01 SEQ-S,F,O TOT-1 SRC-D

PROCESSED- 01/10/14 PAGE- 1  
 TIME- 09:21 FY- 14  
 MONTH- JANUARY PRD- 07

NUMBER-----ACCOUNT-----DESCRIPTION	BUDGETED	--MTD--- EXPENDED	--YTD--- EXPENDED	COMMITTED	ENCUMBERED	-----BALANCE----- AMOUNT PCT
5900 OTHER INSTRUCTION						
126 CLASSROOM TEACHER-HOURLY EMP	26,400.00	.00	4,565.00	.00	.00	21,835.00 82
128 CLASSROOM TEACHER-SUMMER SCH	13,440.00	.00	.00	.00	.00	13,440.00 100
210 RETIREMENT	2,390.40	.00	317.28	.00	.00	2,073.12 86
220 SOCIAL SECURITY	3,047.76	.00	349.23	.00	.00	2,698.53 88
240 WORKERS COMPENSATION	191.23	.00	23.28	.00	.00	167.95 87
510 SUPPLIES	2,090.00	SB 2090.02	.00	.00	.00	2,090.00 100
6300 INSTRUCTIONAL/CURRICULUM DEV						
330 TRAVEL	3,500.00	.00	.00	.00	.00	3,500.00 100
730 DUES AND FEES	50.00	.00	.00	.00	.00	50.00 100
6400 INSTRUCTIONAL STAFF TRAINING						
310 PROFESSIONAL AND TECHNICAL	3,700.00	.00	.00	.00	.00	3,700.00 100
7200 GENERAL ADMINISTRATION						
791 FEDERAL INDIRECT COSTS	1,096.20	SB 1096.14	.00	.00	.00	1,096.20 100
*	55,905.59	.00	5,254.79	.00	.00	50,650.80 90

↑  
 SB  
 55,905.60  
 per award

Proj. 4210240

**Florida Department of Education  
Project Award Notification**

Proj. 4210245

<b>1 PROJECT RECIPIENT</b> Gadsden County School District	<b>2 PROJECT NUMBER</b> 200-1024A-4CI01
<b>3 PROJECT/PROGRAM TITLE</b> Enhanced Instructional Opportunities for Recently Arrived Immigrant Children and Youth  <p align="right">TAPS 14C402</p>	<b>4 AUTHORITY</b> 84.365A Title III Part A, English Language Acquisition
<b>5 AMENDMENT INFORMATION</b> Amendment Number: Type of Amendment: Effective Date:	<b>6 PROJECT PERIODS</b>  Budget Period: 10/25/2013 - 06/30/2014 Program Period: 10/25/2013 - 06/30/2014
<b>7 AUTHORIZED FUNDING</b> Current Approved Budget: \$ 16,437.75 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: Total Project Amount: \$ 16,437.75	<b>8 REIMBURSEMENT OPTION</b> Federal Cash Advance
<b>9 TIMELINES</b> <ul style="list-style-type: none"> <li>• Last date for incurring expenditures and issuing purchase orders: <span style="float: right;"><u>06/30/2014</u></span></li> <li>• Date that all obligations are to be liquidated and final disbursement reports submitted: <span style="float: right;"><u>08/20/2014</u></span></li> <li>• Last date for receipt of proposed budget and program amendments: <span style="float: right;"><u>06/30/2014</u></span></li> <li>• Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:</li> <li>• Date(s) for program reports:</li> </ul>	
<b>10 DOE CONTACTS</b> Program: Dr. Adeola Fayemi Phone: (850) 245 - 9555 Email: <a href="mailto:adeola.fayemi@fldoe.org">adeola.fayemi@fldoe.org</a> Grants Management: Unit C (850) 245-0496	<b>11 DOE FISCAL DATA</b>  DBS: 40 90 50 EO: 34 Object: 720035
<b>12 TERMS AND SPECIAL CONDITIONS</b> <ul style="list-style-type: none"> <li>• 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.</li> <li>• For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20<sup>th</sup> of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.</li> </ul>	
<b>13 APPROVED:</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;">   <hr style="width: 100%;"/> <p align="center">Authorized Official on behalf of Pam Stewart Commissioner of Education</p> </div> <div style="width: 45%; text-align: center;"> <p>11-4-13</p> <hr style="width: 100%;"/> <p>Date of Signing</p> </div> <div style="width: 10%; text-align: right;">  </div> </div>	



A) ~~KATHRYN POUNGEY~~ Gadsden CSD  
 Name of Eligible Recipient

B) 200-1024A-4C101  
 Project Number: (DOE USE ONLY)

FLORIDA DEPARTMENT OF EDUCATION  
 BUDGET NARRATIVE FORM

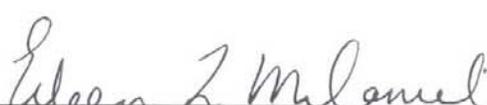
14C402

(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
5100	510	<i>Multiple resources to assist immigrant parents and youth including but not limited to; Oxford Bilingual Content Area Picture Dictionaries, Oxford Audio Dictionaries, Velásquez Press School Glossaries, Bilingual Leveled Readers, and the Spanish Dictionary of Homework for Parents.</i>		8,737.75
6400	310	<i>Professional development for school administrators and staff on cultural awareness provided by B&amp;B Educational Consultants.</i>		3700.00
5100	390	<i>Field trip fees for entrance and participation to acculturation and educational field trips.</i>		1000.00
5900	642	<i>Capitalized computer hardware. Four laptops will be purchased for use with the Oxford Audio Dictionaries.</i>		2000.00
7800	330	<i>Bus transportation for acculturation and educational field trips.</i>		700.00
7800	390	<i>Contract mileage for bus drivers for field trips.</i>		300.00
<b>C) TOTAL</b>				<b>\$16,437.75</b>

8,737.75  
 3,700.00  
 1,000.00  
 2,000.00  
 700.00  
 300.00

**Florida Department of Education  
Project Award Notification**

Proj. 4222442

<b>1 PROJECT RECIPIENT</b> Gadsden County School District	<b>2 PROJECT NUMBER</b> 200-2244B-4CT01
<b>3 PROJECT/PROGRAM TITLE</b> Title II Part A Teacher & Principal Training  <p align="center">TAPS 14A052</p>	<b>4 AUTHORITY</b> 84.367A Title II, Part A Teacher Quality State Grants
<b>5 AMENDMENT INFORMATION</b> Amendment Number: 1 Type of Amendment: Roll Forward Decrease Effective Date: 12/16/2013	<b>6 PROJECT PERIODS</b>  Budget Period: 07/01/2013 - 06/30/2014 Program Period: 07/01/2013 - 06/30/2014
<b>7 AUTHORIZED FUNDING</b> Current Approved Budget: \$ 499,634.00 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: \$ -305.66 Total Project Amount: \$ 499,328.34	<b>8 REIMBURSEMENT OPTION</b> Federal Cash Advance
<b>9 TIMELINES</b> <ul style="list-style-type: none"> <li>• Last date for incurring expenditures and issuing purchase orders: <span style="float: right;"><u>06/30/2014</u></span></li> <li>• Date that all obligations are to be liquidated and final disbursement reports submitted: <span style="float: right;"><u>08/20/2014</u></span></li> <li>• Last date for receipt of proposed budget and program amendments: <span style="float: right;"><u>06/30/2014</u></span></li> <li>• Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:</li> <li>• Date(s) for program reports:</li> </ul>	
<b>10 DOE CONTACTS</b> <b>Program:</b> Peggy Primicerio Phone: (850) 245 - 0734 Email: <a href="mailto:Peggv.Primicerio@fldoe.org">Peggv.Primicerio@fldoe.org</a> <b>Grants Management:</b> Unit A (850) 245-0496	<b>11 DOE FISCAL DATA</b>  DBS: 44 90 40 EO: 43 Object: 720035
<b>12 TERMS AND SPECIAL CONDITIONS</b> <ul style="list-style-type: none"> <li>• 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.</li> <li>• For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20<sup>th</sup> of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.</li> </ul>	
<b>13 APPROVED:</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;">   <hr/>                         Authorized Official on behalf of Pam Stewart                          Commissioner of Education                     </div> <div style="width: 30%; text-align: center;"> <p>12/17/13</p> <hr/>                         Date of Signing                     </div> <div style="width: 15%; text-align: right;">  </div> </div>	

# FLORIDA DEPARTMENT OF EDUCATION



## STATE BOARD OF EDUCATION

GARY CHARTRAND, *Chair*

JOHN R. PADGET, *Vice Chair*

### Members

ADA G. ARMAS, M.D.

JOHN A. COLÓN

BARBARA S. FEINGOLD

KATHLEEN SHANAHAN

Pam Stewart  
Commissioner of Education

November 21, 2013

TO: Ms. Kimberly Ferree  
Gadsden County School Board

FROM: Matt Kirkland, Chief Comptroller

SUBJECT: **Title II**, Fiscal Year 2013 Roll Forward Funds

**FOR YOUR INFORMATION**, below are the 2013 certified roll forward funds for **Title II**.

Accumulated 2012 Roll Forward	28,737.12
Adjustment	1,548.34
Title II 2013 Allocation	524,358.00
Total 2013 Funds Available	554,643.46
Less: Final 2013 Expenditures	553,095.12
Adjustment	11.00
<b>**Approved Accumulated 2013 Roll Forward**</b>	<b>1,559.34</b>
Title II 2014 Allocation	499,634.00
Adjustment	(1,865.00)
<b>Total Fiscal Year 2014 Funds Available</b>	<b>499,328.34</b>

If the total FY 2014 funds available (above) are less than the project amount indicated in the project approval letter, no amendment is necessary; the project amount should be reduced to agree with the FY 2014 funds available. (The project amount cannot exceed the total FY 2014 funds available.) **If the total FY 2014 funds available are greater than the project amount and you wish to utilize those additional funds, a budget amendment must be requested to increase the project to the total FY 2014 funds available. Budget amendments are requested using form DOE150.** If the total FY 2014 funds available are equal to the project amount, the authority to encumber and/or expend the total project amount is now effective by receipt of this letter. If there are any questions regarding this roll forward, please contact Kristin Joyner at (850) 245-9151.

cc: Superintendent  
cc: Peggy Primicerio

MATT KIRKLAND  
CHIEF COMPTROLLER, BUREAU OF THE COMPTROLLER

325 W. GAINES STREET • SUITE 914 • TALLAHASSEE, FLORIDA 32399-0400 • 850-245-0401 • FAX 850-245-9220  
[www.fldoc.org](http://www.fldoc.org)

NUMBER-----ACCOUNT-----DESCRIPTION	BUDGETED	--MTD--- EXPENDED	--YTD--- EXPENDED	COMMITTED	ENCUMBERED	-----BALANCE----- AMOUNT PCT
6400 INSTRUCTIONAL STAFF TRAINING						
122 TEACHER INSERVICE EARNINGS	10,000.00	.00	.00	.00	.00	10,000.00 100
130 OTHER CERTIFIED REGULAR PAY	305,662.00	21,478.33	107,391.65	150,348.35	.00	47,922.00 15
210 RETIREMENT	30,261.00	1,929.54	9,647.71	13,506.73	.00	7,106.56 23
220 SOCIAL SECURITY	23,383.00	1,492.41	7,468.31	11,501.64	.00	4,413.05 18
230 BOARD MEDICAL & DENTAL INS	31,500.00	2,138.64	10,791.84	14,970.48	.00	5,737.68 18
232 BOARD TERM LIFE INSURANCE	1,540.00	64.74	339.81	453.18	.00	747.01 48
240 WORKERS COMPENSATION	1,467.00	109.53	535.39	766.77	.00	164.84 11
310 PROFESSIONAL AND TECHNICAL	12,000.00	.00	14,200.00	.00	.00	2,200.00- 18-
330 TRAVEL	10,000.00	127.03	1,171.08	.00	.00	8,828.92 88
360 RENTALS	10,000.00	.00	24,941.13	.00	.00	14,941.13- 149-
510 SUPPLIES	5,000.00	.00	1,256.44	.00	.00	3,743.56 74
730 DUES AND FEES	3,000.00	.00	.00	.00	.00	3,000.00 100
7200 GENERAL ADMINISTRATION						
791 FEDERAL INDIRECT COSTS	15,073.00	.00	.00	.00	.00	15,073.00 100
7700 CENTRAL SERVICES						
110 ADMINISTRATION-REGULAR PAY	36,265.00	.00	18,132.72	18,132.75	.00	.47- 0
160 OTHER SUPPORT PERSONNEL-REG	27,000.00	.00	14,571.00	14,570.95	.00	2,141.95- 7-
210 RETIREMENT	6,533.00	.00	1,627.38	1,627.38	.00	3,278.24 50
220 SOCIAL SECURITY	4,840.00	.00	2,453.62	2,501.84	.00	115.46- 2-
230 BOARD MEDICAL & DENTAL INS	6,750.00	.00	2,241.00	2,191.71	.00	2,317.29 34
232 BOARD TERM LIFE INSURANCE	330.00	.00	95.97	86.67	.00	147.36 44
240 WORKERS COMPENSATION	304.00	.00	161.86	166.79	.00	24.65- 8-
330 TRAVEL	2,500.00	.00	74.75	.00	.00	2,425.25 97
510 SUPPLIES	879.00	.00	72.48	.00	.00	806.52 91
730 DUES AND FEES	1,500.00	.00	.00	.00	.00	1,500.00 100
*	545,787.00	27,340.22	217,174.14	230,825.24	.00	97,787.62 17

decrease  
46,458.66

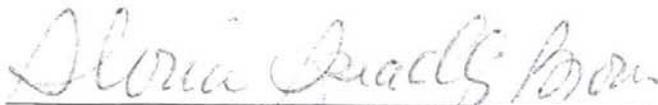
545,787.00\*+  
 499,328.34 -  
 46,458.66 \*

46,458.66  
 decrease  
 needed

no bud. amd.  
 needed per P. Primicerio  
 (Rose has email) *[Signature]* 1/13/14

**Florida Department of Education  
Project Award Notification**

Proj. 4216141

<b>1 PROJECT RECIPIENT</b> Gadsden County School District	<b>2 PROJECT NUMBER</b> 200-1614A-4CS01
<b>3 PROJECT/PROGRAM TITLE</b> Carl D. Perkins Career Technical Education, Secondary Section 131  <p align="center"><b>TAPS 14B004</b></p>	<b>4 AUTHORITY</b> 84.048A Carl Perkins - Voc. ED Basic
<b>5 AMENDMENT INFORMATION</b> Amendment Number: 1 Type of Amendment: Budget: Increase Effective Date: 11/27/2013	<b>6 PROJECT PERIODS</b>  Budget Period: 07/01/2013 - 06/30/2014 Program Period: 07/01/2013 - 06/30/2014
<b>7 AUTHORIZED FUNDING</b> Current Approved Budget: \$ 88,275.00 Amendment Amount: \$ 3,576.00 Estimated Roll Forward: \$ Certified Roll Amount: Total Project Amount: \$ 91,851.00	<b>8 REIMBURSEMENT OPTION</b> Federal Cash Advance
<b>9 TIMELINES</b> <ul style="list-style-type: none"> <li>• Last date for incurring expenditures and issuing purchase orders: <span style="float: right;"><u>06/30/2014</u></span></li> <li>• Date that all obligations are to be liquidated and final disbursement reports submitted: <span style="float: right;"><u>08/20/2014</u></span></li> <li>• Last date for receipt of proposed budget and program amendments: <span style="float: right;"><u>06/30/2014</u></span></li> <li>• Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:</li> <li>• Date(s) for program reports:</li> </ul>	
<b>10 DOE CONTACTS</b> Program: Jakita Jones Phone: (850) 245 - 9044 Email: <a href="mailto:Jakita.Jones@fldoe.org">Jakita.Jones@fldoe.org</a> Grants Management: Unit B (850) 245-0496	<b>11 DOE FISCAL DATA</b>  DBS: 55 90 00 EO: F2 Object: 720035
<b>12 TERMS AND SPECIAL CONDITIONS</b> <ul style="list-style-type: none"> <li>• 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.</li> <li>• For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20<sup>th</sup> of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.</li> <li>• Other: <b>Only 25% of the "Current Approved Budget" in block 7 is authorized for obligating or expending during the first quarter period of July 1, 2013 through September 30, 2013. The balance of the allocation (75%) and any unexpended funds from the first quarter will be available October 1, 2013 through June 30, 2014.</b></li> </ul>	
<b>13 APPROVED:</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;">   <hr/>                         Authorized Official on behalf of Pam Stewart                          Commissioner of Education                     </div> <div style="width: 25%; text-align: center;"> <span style="font-size: 2em;">12/17/13</span>  <hr/>                         Date of Signing                     </div> <div style="width: 25%; text-align: right;">  </div> </div>	

A) Gadsden District/Agency Name      B) 200-1614A-4CS01 Project Number      / 14B004 TAPS Number  
 C) 1 Amendment Number

## FLORIDA DEPARTMENT OF EDUCATION BUDGET AMENDMENT NARRATIVE FORM

D) Total Project Amount Currently Approved \$ <u>88,275</u>	E) Total Project Amount resulting from this Budget Amendment \$ <u>91,851</u>
--	--

**F) Line Item Description**

FUNCTION	OBJECT	ACCOUNT TITLE AND NARRATIVE	FTE	AMOUNT INCREASE	AMOUNT DECREASE
5300	330	Student-Travel – CTE student-related activities and programs (SkillsUSA, FBLA, FPSSA, FCCLA, FHA) to enhance curriculum and will be an integral part of the curriculum and will also be used to serve special populations and nontraditional students. Performance Measures addressed: (2S1) Required Use of Funds: 3 – Permissive Use of Funds: 5 <i>SALTSO Student expenditure memo.</i>		3,576.00	
				3,576.00	
				<b>Total</b>	<b>Total</b>



**Florida Department of Education  
Project Award Notification**

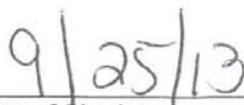
Proj. 4212631

<b>1 PROJECT RECIPIENT</b> Gadsden County School District <i>CES/GWM</i>	<b>2 PROJECT NUMBER</b> 200-1263A-4C001
<b>3 PROJECT/PROGRAM TITLE</b> Title I School Improvement Fund 1003(g)  <p align="right">TAPS 14A145</p>	<b>4 AUTHORITY</b> 84.377A Title I Part A School Improvement Fund
<b>5 AMENDMENT INFORMATION</b> Amendment Number: Type of Amendment: Effective Date:	<b>6 PROJECT PERIODS</b>  Budget Period: 07/01/2013 - 06/30/2014 Program Period: 07/01/2013 - 06/30/2014
<b>7 AUTHORIZED FUNDING</b> Current Approved Budget: \$ 1,727,576.00 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: Total Project Amount: \$ 1,727,576.00	<b>8 REIMBURSEMENT OPTION</b> Federal Cash Advance  <i>entered from application 1,743,347.62                  decrease of 15,771.62 based on award</i>
<b>9 TIMELINES</b> <ul style="list-style-type: none"> <li>• Last date for incurring expenditures and issuing purchase orders: <span style="float: right;"><u>06/30/2014</u></span></li> <li>• Date that all obligations are to be liquidated and final disbursement reports submitted: <span style="float: right;"><u>08/20/2014</u></span></li> <li>• Last date for receipt of proposed budget and program amendments: <span style="float: right;"><u>05/31/2014</u></span></li> <li>• Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:</li> <li>• Date(s) for program reports:</li> </ul>	
<b>10 DOE CONTACTS</b> Program: Sonya Morris Phone: (850) 245 - 9614 Email: <a href="mailto:Sonya.Morris@fldoe.org">Sonya.Morris@fldoe.org</a> Grants Management: Unit A (850) 245-0496	<b>11 DOE FISCAL DATA</b>  DBS: 40 90 20 EO: 75 Object: 720035
<b>12 TERMS AND SPECIAL CONDITIONS</b> <ul style="list-style-type: none"> <li>• 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.</li> <li>• For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20<sup>th</sup> of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.</li> </ul>	
<b>13 APPROVED:</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p><i>Sonya S. Morris</i>                      _____                      Authorized Official on behalf of Pam Stewart                      Commissioner of Education</p> </div> <div style="width: 45%; text-align: center;"> <p><i>11/1/13</i>                      _____                      Date of Signing</p> </div> </div> <div style="text-align: right; margin-top: 20px;">  </div>	

**Florida Department of Education**

**Project Award Notification**

*Proj. 4216140*

<b>1 PROJECT RECIPIENT</b> Gadsden County School District	<b>2 PROJECT NUMBER</b> 200-1614A-4CR01
<b>3 PROJECT/PROGRAM TITLE</b> Carl D. Perkins, CTE Rural & Sparsely Populated  <p align="right"><b>TAPS 14B012</b></p>	<b>4 AUTHORITY</b> 84.048A Carl Perkins - Voc. ED Basic
<b>5 AMENDMENT INFORMATION</b> Amendment Number: 1 Type of Amendment: Budget: Changes Effective Date: 09/19/2013	<b>6 PROJECT PERIODS</b>  Budget Period: 07/01/2013 - 06/30/2014 Program Period: 07/01/2013 - 06/30/2014
<b>7 AUTHORIZED FUNDING</b> Current Approved Budget: \$ 73,586.00 Amendment Amount: Estimated Roll Forward: \$ Certified Roll Amount: Total Project Amount: \$ 73,586.00	<b>8 REIMBURSEMENT OPTION</b> Federal Cash Advance
<b>9 TIMELINES</b> <ul style="list-style-type: none"> <li>• Last date for incurring expenditures and issuing purchase orders: <span style="float: right;"><u>06/30/2014</u></span></li> <li>• Date that all obligations are to be liquidated and final disbursement reports submitted: <span style="float: right;"><u>08/20/2014</u></span></li> <li>• Last date for receipt of proposed budget and program amendments: <span style="float: right;"><u>06/30/2014</u></span></li> <li>• Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:</li> <li>• Date(s) for program reports:</li> </ul>	
<b>10 DOE CONTACTS</b> Program: Jakita Jones Phone: (850) 245 - 9044 Email: <a href="mailto:Jakita.Jones@fldoe.org">Jakita.Jones@fldoe.org</a> Grants Management: Unit B (850) 245-0496	<b>11 DOE FISCAL DATA</b>  DBS: 55 90 00 EO: F2 Object: 720035
<b>12 TERMS AND SPECIAL CONDITIONS</b> <ul style="list-style-type: none"> <li>• 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.</li> <li>• For federal cash advance projects, monthly expenditures must be submitted to the Comptroller's Office by the 20<sup>th</sup> of each month for the preceding month's disbursements utilizing the On-Line Disbursement Reporting System.</li> <li>• Other: <b>Only 25% of the "Current Approved Budget" in block 7 is authorized for obligating or expending during the first quarter period of July 1, 2013 through September 30, 2013. The balance of the allocation (75%) and any unexpended funds from the first quarter will be available October 1, 2013 through June 30, 2014.</b></li> </ul>	
<b>13 APPROVED:</b>  <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;">   <hr/>                         Date of Signing                     </div> <div style="width: 15%; text-align: right;">  </div> </div>	

A) Gadsden County School District B) 200-1614A-4CR01 / 14B012  
 District/Agency Name Project Number TAPS Number

C) 1  
 Amendment Number

## FLORIDA DEPARTMENT OF EDUCATION BUDGET AMENDMENT NARRATIVE FORM

D) Total Project Amount Currently Approved  \$ <u>73,586</u>	E) Total Project Amount resulting from this Budget Amendment  \$ <u>73,586</u>
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**F) Line Item Description**

FUNCTION	OBJEC T	ACCOUNT TITLE AND NARRATIVE	FTE	AMOUNT INCREASE	AMOUNT DECREASE
6100	160	<b>Salary – Job Development Counselor</b> (to coordinate services for Career and Technical students) Performance Measures Addressed: 2A1, 3A1, 1S1, 2S1, 1A1, 5A1, 5A2 Permissive Use of Funds Addressed: 1,2,3,5,6,7,11,12,13,15,16,18 Required Use of Funds Addressed: 1,2,3,4,5,6,7,8,9	100%	\$1600 ✓	
	210	<b>Benefits – Retirement</b> Performance Measures Addressed: 1A1, 2A1, 3A1, 5A1, 5A2, 1S1, 2S1 Permissive Use of Funds Addressed: 1,2,3,5,6,7,11,12,13,15,16,18 Required Use of Funds Addressed: 1,2,3,4,5,6,7,8,9		\$52 ✓	
	220	<b>FICA – Social Security</b> Performance Measures Addressed: : 1A1, 2A1, 3A1, 5A1, 5A2, 1S1, 2S1 Permissive Use of Funds Addressed: 1,2,3,5,6,7,11,12,13,15,16,18 Required Use of Funds Addressed: 1,2,3,4,5,6,7,8,9		\$52 ✓	
	230	<b>Insurance Benefits – Life/Dental</b> Performance Measures Addressed: : 1A1, 2A1, 3A1, 5A1, 5A2, 1S1, 2S1 Permissive Use of Funds Addressed: 1,2,3,5,6,7,11,12,13,15,16,18 Required Use of Funds Addressed: 1,2,3,4,5,6,7,8,9		\$61 ✓	
	240	<b>Workers Compensation</b> Performance Measures Addressed: : 1A1, 2A1, 3A1, 5A1, 5A2, 1S1, 2S1 Permissive Use of Funds Addressed: 1,2,3,5,6,7,11,12,13,15,16,18 Required Use of Funds Addressed: 1,2,3,4,5,6,7,8,9		\$11	
5300	730	<b>Fees/Dues</b>			\$888
6400	330	<b>Travel</b>			\$888
				\$1,776.00	\$1,776.00

**Total**

**Total**



RPRT- F2B31  
 DIST- 20 GADSDEN COUNTY SCHOOLS  
 FUND- 420 CONTRACTED PROJECTS FUND 420

TERMS - FINANCIAL INFORMATION SERIES  
 BUDGET STATUS SUMMARY  
 REQ-01 SEQ-S,L TOT-1 SRC-D

PROCESSED- 01/15/14 PAGE- 1  
 TIME- 12:34 FY- 14  
 MONTH- JANUARY PRD- 07

NUMBER-----ACCOUNT-----DESCRIPTION	BUDGETED	--MTD--- EXPENDED	--YTD--- EXPENDED	COMMITTED	ENCUMBERED	-----BALANCE----- AMOUNT PCT
PROJECT						
4210230 TITLE III ESOL '12-'13	1,146.74	.00	1,146.74	.00	.00	.00 ✓ 0
4210240 TITLE III, PART A ESOL 13-1	55,905.59	.00	5,254.79	.00	.00	50,650.80 90
4210958 HEAD START (BEG.12-1-12)	701,571.83	1,995.00	707,977.90	.00	951.73	7,357.80- 1-
4210959 HEAD START (BEG 12/1/13)	.00	66,151.25	150,487.07	954,610.23	48,388.44	1,153,485.74-
4212621 TITLE I SIG 1003G CES/GWM	36,138.54	.00	36,138.54	.00	.00	.00 ✓ 0
4212631 TITLE SIG 1003G CES/GWM	1,743,347.62	40,601.29	593,263.49	550,650.02	15,212.04	584,222.07 33
4212694 SIG 1003G EGHS/WGHS 12-13	8,897.05	.00	8,897.05	.00	.00	.00 ✓ 0
4212740 TITLE X HOMELESS 2013-2014	49,638.00	.00	12,899.99	.00	33,871.26	2,866.75 5
4216130 RURAL/SPARSE 12-13	3,266.48	.00	974.82	.00	.00	2,291.66 <i>zero out</i>
4216131 PERKINS SECONDARY 12-13	3,106.58	.00	3,106.58	.00	.00	.00 0
4216140 RURAL/SPARSE AREAS 13-14	73,586.00	4,088.37-	23,606.52	31,816.45	.00	18,163.03 24
4216141 PERKINS-SECONDARY 13-14	88,275.00	3,615.16	37,496.60	5,567.50	12,915.32	32,295.58 36
4221230 TITLE I PART A '12-'13	8,725.94	.00	8,725.94	.00	.00	.00 0
4221232 TITLE I PARENT INVOL. 12-1	556.37	.00	456.04	.00	.00	100.33 18
4221233 TITLE I PRE-K '12-'13	32,999.42	.00	7,145.76	.00	.00	25,853.66 78
4221236 TITLE I LEA WIDE ACTV '12-	129,616.61	.00	129,616.61	.00	.00	.00 0
4221238 PRIV SCH SUPPORT 12-13	1,242.86	.00	1,242.86	.00	.00	.00 0
4221240 TITLE I PART A 2013-14	1,624,576.80	10,739.45	724,328.96	185,264.15	162,341.34	552,642.35 34
4221242 TITLE I PARENT INVOLV 2013	126,158.20	.00	48,654.46	24,348.90	19,458.13	33,696.71 26
4221243 TITLE I PRE-K 2013-14	304,392.00	16,786.05	125,290.72	170,185.45	81.00	8,834.83 2
4221244 TITLE I HOMELESS 2013-14	15,000.00	.00	2,340.00	.00	1,998.00	10,662.00 71
4221245 TITLE I HGH QUAL/PROFDEV 1	372,731.00	261.66	86,583.40	2,272.63	12,000.00	271,874.97 72
4221246 TITLE I LEA-WIDE ACTIVS 13	621,445.00	14,580.68	170,504.75	137,425.75	37,628.08	275,886.42 44
4221247 TITLE I SEQUIESTRATION 13-1	220,000.00	.00	.00	.00	.00	220,000.00 100
4221248 TITLE I PRIVATE SCHOOL 201	77,344.00	4,369.56	31,219.89	.00	167.00	45,957.11 59
4222432 TITLE II PART A '12-'13	50,468.99	.00	50,468.99	.00	.00	.00 ✓ 0
4222442 TITLE II PART A 2013-14	545,787.00	27,340.22	217,174.14	232,605.24	.00	96,007.62 17
4222622 TITLE I SCH IMPR 1003(A) 1	60,957.84	.00	60,379.19	.00	578.65	.00 ✓ 0
4224432 21ST CENTURY EGHS/GES 12-1	68,982.77	.00	59,545.31	.00	.00	9,437.46 <i>zero out</i>
4224435 21ST CENTURY HES/GWM 12-13	11,257.42	.00	11,257.42	.00	.00	.00 0
4224442 21 CENT EGHS/GBES 13-14	342,528.00	1,412.50	104,505.36	36,664.48	18,680.85	182,677.31 53
4224445 21ST CENTURY HAV EL/GWM 13	173,891.00	444.40	56,603.47	.00	4,443.56	112,843.97 64
4226330 IDEA PART B '12-'13	288,564.82	.00	6,968.48	.00	.00	281,596.34 <i>zero out</i>
4226340 IDEA PART B 2013-14	1,720,255.00	44,616.50	760,339.64	639,373.12	263,475.63	57,066.61 3
4226740 IDEA PRE-K 2013-14	152,110.00	3,581.04	28,892.50	43,495.73	10,185.56	69,536.21 45
*	9,714,470.47	232,406.39	4,273,493.98	3,014,279.65	642,376.59	1,784,320.25 18

received approx FA399  
 - zero out balance from  
 closed projects





Kimberly Ferree &lt;ferreek@gcpsmail.com&gt;

---

**Gadsden 2013-14 FCR Response**

1 message

**Champion, Linda** <Linda.Champion@fldoe.org>

Wed, Dec 18, 2013 at 9:12 AM

To: "jamesr@gcpsmail.com" &lt;jamesr@gcpsmail.com&gt;

Cc: "ferreek@gcpsmail.com" &lt;ferreek@gcpsmail.com&gt;, "Eggers, Mark" &lt;Mark.Eggers@fldoe.org&gt;

December 17, 2013

Reginald C. James, Superintendent

Gadsden County School District

35 Martin Luther King, Jr. Blvd.  
Quincy, Florida 32351-4411

Dear Superintendent James:

We received your letter on December 4, 2013, in accordance with section 1011.051, Florida Statutes (F.S.), that the Gadsden County School District's assigned and unassigned fund balance in the general fund is anticipated to fall below 2 percent of the projected general fund revenues for the 2013-14 fiscal year.

The district's fiscal recovery plan, submitted per section 1011.051, F.S., is reasonably anticipated to avoid a financial emergency as determined pursuant to section 218.503, F.S. The district's recovery plan indicates that actions have been implemented or will be implemented to improve the district's financial condition. The district should employ all measures necessary to return to a healthy financial state immediately. The department is available to assist you in your efforts to establish a 3 percent or greater financial condition ratio, calculated using the assigned and unassigned fund balance in the general fund for the 2013-14 fiscal year.

Your proposed fiscal recovery plan is approved.

Sincerely,

Pam Stewart

cc: Kimberly Ferree

District School Board Members

Mark Eggers

---

**2 attachments**



**Gadsden 2013-14 FCR Response.pdf**

768K



**2013-14 Gadsden County School District Fiscal Recovery Plan December Fi....pdf**

8K

# FLORIDA DEPARTMENT OF EDUCATION



## STATE BOARD OF EDUCATION

---

GARY CHARTRAND, *Chair*

JOHN R. PADGET, *Vice Chair*

*Members*

ADA G. ARMAS, M.D.

JOHN A. COLÓN

BARBARA S. FEINGOLD

KATHILEEN SHANAHAN

Pam Stewart  
Commissioner of Education

December 17, 2013

Reginald C. James, Superintendent  
Gadsden County School District  
35 Martin Luther King, Jr. Blvd.  
Quincy, Florida 32351-4411

Dear Superintendent James:

We received your letter on December 4, 2013, in accordance with section 1011.051, Florida Statutes (F.S.), that the Gadsden County School District's assigned and unassigned fund balance in the general fund is anticipated to fall below 2 percent of the projected general fund revenues for the 2013-14 fiscal year.

The district's fiscal recovery plan, submitted per section 1011.051, F.S., is reasonably anticipated to avoid a financial emergency as determined pursuant to section 218.503, F.S. The district's recovery plan indicates that actions have been implemented or will be implemented to improve the district's financial condition. The district should employ all measures necessary to return to a healthy financial state immediately. The department is available to assist you in your efforts to establish a 3 percent or greater financial condition ratio, calculated using the assigned and unassigned fund balance in the general fund for the 2013-14 fiscal year.

Your proposed fiscal recovery plan is approved.

Sincerely,

Handwritten signature of Pam Stewart in cursive script.  
Pam Stewart

cc: Kimberly Ferree  
District School Board Members  
Mark Eggers

# FISCAL RECOVERY PLAN

**DISTRICT: GADSDEN COUNTY SCHOOL DISTRICT**

DATE: December 4, 2013

2013-14 budgeted general fund revenues (less FEFP charter school revenues, exclusive of the district's administrative fee)	39,862,754
2013-14 budgeted general fund assigned and unassigned fund balance prior to implementation of fiscal recovery plan	607,110
June 30, 2014, Budgeted Financial Condition Ratio	1.52%

Fiscal Recovery Strategies for 2013-14	Positions	Amount
<p>The district's initial budget assumed an overall reduction of 138 students who had been in the district the previous year. The assumption included increases in students attending the Crossroad Academy Charter School, which had an initial projected enrollment of 369; however, the school's actual enrollment is closer to around 350 students, resulting in a net of 19 of these students returning to the traditional public school. Additionally, the initial budget assumption indicated more students would select to be homeschooled, attend virtual school, move away or attend school in the neighboring district. The district's continued success in raising school grades has attracted an additional 115.63 of the former traditional public school students back to the district's public schools. Therefore, the school district will be keeping the Florida Education Finance Program (FEFP) revenue of \$925,748 associated with the 134.63 students who returned to the district's traditional school program and reporting an additional 134.63 FTE in the October survey associated with these students. Since the school district has budgeted all needed teachers and classroom supplies, it does not expect to incur any additional costs in the General Fund associated with these students, who were initially expected to move from the traditional school district to the various other educational options as stated above.</p>		925,748
<p>The district has not replaced positions that became vacant since the beginning of the school year for four instructional and five noninstructional employees who have ceased their employment with the district since the beginning of the school year and were included in the district's initial budget assumption.</p>		
<i>Instructional Positions (Includes Benefits):</i>		
Teachers	2	99,625
Media Specialist	1	31,615
Guidance Counselor	1	25,742
<i>Noninstructional Positions (Includes Benefits):</i>		
Office manager	1	26,809
Custodian	1	21,226
Lab Tech	1	19,172
Maintenance Worker	1	22,421
Mechanic II	1	24,757
Total Fiscal Impact		1,197,115
2013-14 budgeted general fund revenues (less FEFP charter school revenues, exclusive of the district's administrative fee)		40,788,502
2013-14 general fund assigned and unassigned fund balance after implementation of fiscal recovery plan		1,804,225
June 30, 2014, Projected Financial Condition Ratio		4.42%



GADSDEN COUNTY SCHOOL BOARD  
GENERAL OPERATING FUND - INTERNAL ACCOUNTS  
QUINCY, FLORIDA  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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<b>GADSDEN COUNTY SCHOOL BOARD</b>	
<b>FINANCIAL GENERAL OPERATING FUND - INTERNAL ACCOUNTS</b>	
<b>REPORT ON EXAMINATION OF</b>	
<b>FINANCIAL STATEMENT</b>	
<b>JUNE 30, 2013</b>	
SUPPLEMENTAL INFORMATION	

Ashmore & Ashmore, P.A.  
Certified Public Accountants

GADSDEN COUNTY SCHOOL BOARD  
GENERAL OPERATING FUND - INTERNAL ACCOUNTS  
QUINCY, FLORIDA  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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## **INDEPENDENT AUDITORS' REPORT**

To the Honorable Reginald James, Superintendent  
Gadsden County School Board  
Quincy, Florida

We have audited the accompanying statement of cash receipts, disbursements and balance of the Gadsden County School Board's General Operating Fund – Internal Accounts for the year ended June 30, 2013.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting as described in Note A; this includes determining that the cash basis of accounting is an acceptable basis for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the

circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the statement referred to above presents fairly, in all material respects, the cash receipts, disbursements and balance of Gadsden County School Board's General Operating Fund – Internal Accounts for the year ended June 30, 2013, on the basis of accounting described in Note A.

### **Basis of Accounting**

We draw attention to Note A of the financial statement, which describes the basis of accounting. The financial statement is prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

*Ashmore & Ashmore, PA, CPAs*

Ashmore & Ashmore, P.A.,  
Certified Public Accountants  
November 30, 2013

**GADSDEN COUNTY SCHOOL BOARD  
GENERAL OPERATING FUND - INTERNAL ACCOUNTS  
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS AND BALANCE  
JUNE 30, 2013**

<b>School</b>	CASH BALANCE 2012	REVENUE	EXPENSES	ADJUSTMENTS	ADJUSTMENTS	CASH BALANCE 2013
Carter-Parramore Academy	\$ 719.16	\$ 1,355.73	\$ 1,477.85	\$ -	\$ -	\$ 597.04
Chattahoochee Elementary School	2,258.03	19,855.60	20,638.57	-	-	\$ 1,475.06
East Gadsden High School	10,402.38	200,057.84	201,598.07	16,024.46	16,024.46	8,862.15
Gadsden Elementary Magnet School	1,290.97	34,623.56	35,034.56	2,269.15	2,269.15	879.97
Gadsden Technical Institute	123,192.27	124,349.93	94,325.51	4,330.79	4,330.79	153,216.69
George W. Munroe Elementary School	16,555.97	54,790.36	54,958.25	1,730.91	1,730.91	16,388.08
Greensboro Elementary School	44,835.36	22,130.02	28,831.69	428.56	428.56	38,133.69
Gretna Elementary School	15,818.16	26,950.91	25,422.58	1,222.60	1,222.60	17,346.49
Havana Elementary School	6,817.71	37,732.59	35,590.01	-	-	\$ 8,960.29
Havana Middle School	2,053.88	28,954.15	27,803.85	1,967.00	1,967.00	3,204.18
James A. Shanks Middle School	6,262.13	53,261.42	48,703.30	6,031.16	6,031.16	10,820.25
St. John Elementary School	9,246.09	28,935.41	36,192.78	-	-	\$ 1,988.72
Stewart Street Elementary School	723.32	48,809.40	48,947.07	-	-	\$ 585.65
West Gadsden High School	10,844.75	116,006.10	107,943.50	4,768.56	4,768.56	18,907.35
	<u>\$ 251,020.18</u>	<u>\$ 797,813.02</u>	<u>\$ 767,467.59</u>	<u>\$ 38,773.19</u>	<u>\$ 38,773.19</u>	<u>\$ 281,365.61</u>

See Auditors' Report and Note to the Financial Statement.

**GADSDEN COUNTY SCHOOL BOARD  
GENERAL OPERATING FUND – INTERNAL ACCOUNTS  
NOTE TO THE FINANCIAL STATEMENT  
JUNE 30, 2013**

**NOTE A. Summary of Significant Accounting Policies.**

Nature of Activities

The purpose of Gadsden County School Board's General Operating Fund – Internal Accounts is to account for the financial transactions of the Schools' organizations, programs and activities that are not accounted for at the district level.

Basis of Presentation

The Schools' financial statement is presented on the basis of cash receipts and disbursements. Therefore, receivables and payables, and accrued income and expenses, which may be material in amount, are not reflected, and this statement is not intended to present the financial position in conformity with generally accepted accounting principles.

Income Taxes

The General Operating Fund – Internal Accounts is a component of the Gadsden County School Board and is exempt from income taxes under the Internal Revenue Code.

Cash and Cash Equivalents

Cash equivalents consist of highly liquid investments with an initial maturity of three months or less. Fair market value approximates carrying amounts.

**GADSDEN COUNTY SCHOOL BOARD  
GENERAL OPERATING FUND - INTERNAL ACCOUNTS  
SUMMARY OF AUDIT EXCEPTIONS  
JUNE 30, 2013**

<b>School</b>	<b>% OF TRANSACTIONS TESTED</b>		<b>AUDIT EXCEPTIONS NOTED - CLASSIFIED BY SECTION OF CHAPTER EIGHT OF FINANCIAL AND PROGRAM COST ACCOUNTING</b>		
	<b>REVENUE</b>	<b>EXPENSES</b>	<b>SECTION I</b>	<b>SECTION II</b>	<b>SECTION III</b>
Carter-Parramore Academy	100%	100%	-	7	1
Chattahoochee Elementary School	75%	37%	-	10	5
East Gadsden High School	9%	8%	1	36	1
Gadsden Elementary Magnet School	35%	19%	-	18	4
Gadsden Technical Institute	5%	16%	-	42	25
George W. Munroe Elementary School	9%	13%	-	7	1
Greensboro Elementary School	14%	30%	-	7	-
Gretna Elementary School	25%	25%	-	-	20
Havana Elementary School	33%	34%	-	14	5
Havana Middle School	16%	16%	-	9	2
James A. Shanks Middle School	12%	12%	-	10	-
St. John Elementary School	54%	12%	-	20	24
Stewart Street Elementary School	27%	29%	-	9	2
West Gadsden High School	10%	7%	-	8	1

SECTION I-PRINCIPLES  
SECTION II-GENERAL PRACTICES  
SECTION III-STANDARDS, PRACTICES  
AND PROCEDURES

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507 South Main Street  
Tallahassee, Florida 32301  
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Fax: 904.331.2100

Dear Members:  
Thank you for your interest.

### MANAGEMENT LETTER

To the Honorable Keynote Factors, Superintendent  
Gadsden County Schools Board  
1000 W. Kathleen King St. Bldg.  
Tallahassee, Florida 32301

In planning and performing our audit of the financial statements of the Gadsden County Schools' General Operating Fund - Internal Accounts, as of and for the year ended June 30, 2013, we considered the school's internal control system and the audit procedures for

## **GADSDEN COUNTY SCHOOL BOARD GENERAL OPERATING FUND - INTERNAL ACCOUNTS SUMMARY OF MANAGEMENT LETTERS**

**JUNE 30, 2013**

However, during our audit, we have identified matters that are opportunities for strengthening internal control and operating efficiency. We will review the status of these matters during our next audit engagement. We have already discussed these matters with the school's personnel and we will be pleased to discuss these matters in more detail at your convenience. We believe that these matters are well understood and you are supplementing them with other controls. We are pleased to report on

All of the Board's members are responsible for the school's financial statements and the General Operating Fund.

Please do not hesitate to contact us if you have any questions or concerns.

Thank you for your cooperation and assistance during our audit.

We are pleased to have the opportunity to work with you and your staff.

We look forward to working with you again next year.

Ashmore & Ashmore, P.A.  
Certified Public Accountants

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James R. Ashmore, CPA  
Sharron C. Ashmore, CPA

**MANAGEMENT LETTER**

To the Honorable Reginald James, Superintendent  
Gadsden County School Board  
35 Martin Luther King Jr. Blvd.  
Quincy, Florida 32351

In planning and performing our audit of the financial statement of the Gadsden County Schools' General Operating Fund – Internal Accounts, as of and for the year ended June 30, 2013, we considered the School's internal control in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on the internal control. Accordingly, we do not express an opinion on the effectiveness of the Schools' internal control.

However, during our audit, we became aware of certain matters that are opportunities for strengthening internal control and operating efficiency. We will review the status of these comments during our next audit engagement. We have already discussed these comments with the Schools' personnel and we will be pleased to discuss these comments in further detail at your convenience, to perform additional study of these matters, or to assist you in implementing the recommendations. Our comments are summarized below:

(All authoritative references are from Financial and Program Cost Accounting and Reporting for Florida Schools)

Redbook requirements and proper bookkeeping procedures were discussed with the Principals and Bookkeepers.

**District Level Comments:**

Comment 1. As we noted in our prior audit report, the Schools are not consistent on how Parent Teacher Associations (PTAs or PTOs) are accounted for or reviewed by the Schools. We recommended that guidelines be issued at the District level so the Schools and PTAs/PTOs will know what is required of them in regard to organizations operating in the Schools' name. It is our understanding that the guidelines are being developed.

Comment 2. During the current and recent audit periods, there have been several changes in Bookkeepers and Principals at various Schools. We recommend that the School Board monitor new bookkeepers during the year to insure good internal control and bookkeeping practices.

Comment 3. In our prior audit, we noted that eleven (11) out of the fourteen (14) Schools had non-sufficient funds (NSF) checks recorded in the Manatee Accounting records at June 30, 2012, ranging from \$6.00 to \$1226.16 per School, and that many of these checks were in excess of one (1) year old, and were not collectable. We recommended that the School Board direct the Principals to examine the NSF check balance recorded to determine the collectability and then submit a request for the amount deemed uncollectable to the School Board or designated officer to be written off the Schools' books. Improvement has been noted in that several of the Schools have received permission and written off the uncollectible NSF checks. Since the Manatee Accounting System includes the NSF checks as part of the Schools' cash balance, we recommend all NSF check balances over one year old be written off to reflect an accurate available cash balance.

Comment 4. As noted in our prior audit report, the Schools are not consistent in the format of Reports of Monies Collected (RMC) and Check Requisitions (CR) forms they are using, and not all of these forms are prenumbered. We recommend that the district require the Schools to utilize standardized prenumbered RMCs and CRs for monies collected and disbursed.

Comment 5. In our exit interviews with each of the schools, we emphasized the following items:

1. Cross train bookkeeping staff as much as possible to protect against unforeseen events such as death or illness.
2. Keep off-site updated computer backup to protect against events such as fire and natural disasters.
3. If computerized, print out everything every month for hard copy back up in the event of a computer crash, natural disaster or theft.
4. Insure that all computers with internet access have constantly updated virus protection and computers are offline when not in use, if possible.
5. Separation of duties, a main tenet of sound internal control, cannot be maintained due to small staff size. The Auditors recommend that the Principal receive and open the bank statement each month and examine check payees and endorsements and check the bank statement and deposits for any unusual or unauthorized transactions before the bookkeeper has access to the statement. The Auditors also recommend that the Principal review, sign and date the bank reconciliations.
6. Internal control be exercised over receipts for cash and donated goods.
7. At the close of each School fundraiser a financial report be submitted to and reviewed by the Principal.

8. Back up documentation for trips/student travel include the number of people traveling, reconciliation of total and names of people traveling, amount given to each individual with their signature and date.
9. Records be stored in a water proof box to protect against storm damage or smoke damage.
10. Sales tax only be paid when the Schools buy items for resale/fundraising, otherwise, the school is exempt.
11. Any time an invoice(s) does not exactly equal a check written, reconciliation of the difference be provided.
12. Forms 1099 be provided for any individual earning more then \$600 per year for services provided by an individual to a School.
13. When funds are reimbursed or refunded, back up documentation reference the original transaction.

### **Summary of School Findings and Responses**

#### **FOR ALL SCHOOLS**

The primary weakness in internal control is one for which no immediate practical solution is available. The size of the School's staff precludes certain internal controls that would be preferred if the office staff were large enough to provide optimum segregation of duties. Separation of incompatible duties provides increased assurance that errors or irregularities will not go undetected for long periods of time. This situation dictates that the Principal remain involved in the financial affairs of the organization to provide oversight and independent review functions. The Auditors recommend the Principal continue to review, sign and date the bank reconciliations monthly to document timely review. In addition, the staff should be cross-trained to the extent possible in key positions. This would help to ensure that daily functions are performed in the event of personnel change or illness.

Principal's Response: No response required.

#### **CARTER-PARRAMORE ACADEMY**

Finding 1. Audit tests indicated that bank reconciliations were not always prepared in a timely manner for the year ended June 30, 2013 and 2012. Chapter 8, Section II, 8. states "Bank statements shall be reconciled as soon as received, preferably by a person other than the person who receipts and disburses funds." Also, audit tests indicated the bank reconciliations were not always reviewed, signed and dated by the Principal during the audit period. Due to the small staff size we recommend that the bank reconciliations be prepared monthly in a timely manner, and the Principal sign and date the bank reconciliation and review the back of canceled checks.

Principal's response. Bank reconciliations are signed as they are received.

GADSDEN COUNTY SCHOOL BOARD  
GENERAL OPERATING FUND - INTERNAL ACCOUNTS  
REPORTS OF EXAMINATION OF FINANCIAL STATEMENTS  
JUNE 30, 2013

**GADSDEN COUNTY SCHOOL BOARD  
GENERAL OPERATING FUND -  
INTERNAL ACCOUNTS  
REPORTS OF EXAMINATION OF  
FINANCIAL STATEMENTS  
JUNE 30, 2013**

Ashmore & Ashmore, P.A.  
Certified Public Accountants

**GADSDEN COUNTY SCHOOL BOARD  
GENERAL OPERATING FUND - INTERNAL ACCOUNTS  
REPORT ON EXAMINATIONS OF FINANCIAL STATEMENTS  
JUNE 30, 2013**

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GADSDEN COUNTY SCHOOL BOARD  
GENERAL OPERATING FUND – INTERNAL ACCOUNTS  
REPORT ON EXAMINATION OF  
FINANCIAL STATEMENT  
JUNE 30, 2013

*Excerpt as illustration*

Ashmore & Ashmore, P.A.  
Certified Public Accountants

GADSDEN COUNTY SCHOOL BOARD  
GENERAL OPERATING FUND - INTERNAL ACCOUNTS  
QUINCY, FLORIDA  
FOR THE FISCAL YEAR ENDED JUNE 30, 2013

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## INDEPENDENT AUDITORS' REPORT

To the Honorable Reginald James, Superintendent  
Gadsden County School Board  
Quincy, Florida

We have audited the accompanying statement of cash receipts, disbursements and balance of the Gadsden County School Board's General Operating Fund – Internal Accounts for the year ended June 30, 2013.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting as described in Note A; this includes determining that the cash basis of accounting is an acceptable basis for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the

circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the statement referred to above presents fairly, in all material respects, the cash receipts, disbursements and balance of Gadsden County School Board's General Operating Fund – Internal Accounts for the year ended June 30, 2013, on the basis of accounting described in Note A.

### **Basis of Accounting**

We draw attention to Note A of the financial statement, which describes the basis of accounting. The financial statement is prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

*Ashmore & Ashmore, P.A., CPAs*

Ashmore & Ashmore, P.A.,  
Certified Public Accountants  
November 30, 2013



CROSSROAD ACADEMY CHARTER SCHOOL (9104)  
 Gadsden County, Florida  
**Statement of Financial Position**  
 As of December 31, 2013

	<b>Dec 31, 13</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1110 · Cash & cash equivalents	1,586,187.12
<b>Total Checking/Savings</b>	1,586,187.12
<b>Other Current Assets</b>	
1130 · Accounts receivable - net	28,170.43
1230 · Prepaid expenses	35,697.29
<b>Total Other Current Assets</b>	63,867.72
<b>Total Current Assets</b>	1,650,054.84
<b>Fixed Assets</b>	
1300 · Property, plant, and equip- net	3,749,116.34
<b>Total Fixed Assets</b>	3,749,116.34
<b>TOTAL ASSETS</b>	<b>5,399,171.18</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2120 · Accounts Payables	63.50
2160 · Due to other funds	42,897.88
2170 · Salaries, benefits, p/r payable	84,975.53
2175 · Accrued expenses	56,607.27
2250 · Current Notes Payable	59,193.00
<b>Total Other Current Liabilities</b>	243,737.18
<b>Total Current Liabilities</b>	243,737.18
<b>Long Term Liabilities</b>	
2300 · Notes payable - long term	2,027,316.39
<b>Total Long Term Liabilities</b>	2,027,316.39
<b>Total Liabilities</b>	2,271,053.57
<b>Equity</b>	
2760 · Retained Earnings Unrestricted	2,957,261.89
Net Income	170,855.72
<b>Total Equity</b>	3,128,117.61
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>5,399,171.18</b>

CROSSROAD ACADEMY CENTER SCHOOL (9104)  
Gadsden County, Florida  
Statement of Activities (Unaudited)  
For Month or Quarter Ended 12/31/2013 and for the Year Ending 6/30/2014

Description	FTE Projected FTE Actual	% of Projected																
		Unrestricted				Temporarily Restricted				Permanently Restricted				Total				
		Account Number	Month / Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month / Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month / Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month / Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
<b>REVENUES</b>																		
<b>FEDERAL SOURCES</b>																		
Federal through state and local		3200	0.00	0.00	0.00	#DIV/0!	69,005.10	69,005.10	67,500.00	102.2%			#DIV/0!	69,005.10	69,005.10	67,500.00	102.2%	
<b>STATE SOURCES</b>																		
FEPP		3310	555,991.00	1,114,722.00	1,939,839.00	57.5%							#DIV/0!	555,991.00	1,114,722.00	1,939,839.00	57.5%	
State teacher lead program		3334	0.00	0.00	4,000.00	0.0%							#DIV/0!	0.00	0.00	4,000.00	0.0%	
School recognition		3361	0.00	0.00	26,565.00	0.0%							#DIV/0!	0.00	0.00	26,565.00	0.0%	
Capital Outlay		3397	0.00	0.00	0.00	#DIV/0!	25,272.00	59,964.00	138,700.00	43.2%			#DIV/0!	25,272.00	59,964.00	138,700.00	43.2%	
Other misc state revenue		3399	0.00	4,810.08	0.00	#DIV/0!							#DIV/0!		4,810.08		#DIV/0!	
<b>LOCAL SOURCES</b>																		
PreK Early Intervention Fees		3472	42,885.04	56,547.01	156,099.08	36.2%							#DIV/0!	0.00	0.00	156,099.08	0.0%	
Other local revenue		3490	5,087.94	7,699.54	9,069.15	84.9%							#DIV/0!	5,087.94	7,699.54	9,069.15	84.9%	
<b>TOTAL REVENUES</b>			<b>603,963.98</b>	<b>1,183,778.63</b>	<b>2,135,572.23</b>	<b>55.4%</b>	<b>94,277.10</b>	<b>128,969.10</b>	<b>206,200.00</b>	<b>62.5%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>#DIV/0!</b>	<b>698,241.08</b>	<b>1,312,747.73</b>	<b>2,341,772.23</b>	<b>56.1%</b>
NET ASSETS RELEASED FROM RESTRICTION		3600/9700																
<b>TOTAL REVENUES AND SUPPORT</b>																		
<b>EXPENSES</b>																		
<b>CURRENT EXPENSES</b>																		
Instruction		5000	257,941.00	532,542.04	989,461.22	53.8%	0.00	11,559.25	10,500.00	110.1%			#DIV/0!	257,941.00	544,101.29	999,961.22	54.4%	
Instructional Support Services		6000	14,126.68	28,764.09	38,588.13	74.5%	0.00	57,445.85	57,000.00	100.8%			#DIV/0!	14,126.68	86,209.94	95,588.13	90.2%	
Board		7100	869.80	8,794.80	119,760.00	7.3%							#DIV/0!	869.80	8,794.80	119,760.00	7.3%	
General Administration		7200	20,034.86	36,701.51	82,028.99	44.7%							#DIV/0!	0.00	0.00	82,028.99	0.0%	
School Administration		7300	86,893.00	184,924.01	380,691.98	48.6%							#DIV/0!	86,893.00	184,924.01	380,691.98	48.6%	
Facilities and Acquisition		7400		4,228.99	12,599.95	33.6%							#DIV/0!	0.00	4,228.99	12,599.95	33.6%	
Fiscal Services		7500	-13.00	3.85	601.52	0.6%							#DIV/0!	-13.00	3.85	601.52	0.6%	
Food Services		7600	15,778.74	39,036.39	71,096.00	54.9%							#DIV/0!	15,778.74	39,036.39	71,096.00	54.9%	
Central Services		7700	0.00	327.00	1,199.00	27.3%							#DIV/0!	0.00	327.00	1,199.00	27.3%	
Pupil Transportation Services		7800	0.00	0.00	48,600.00	0.0%							#DIV/0!	0.00	0.00	48,600.00	0.0%	
Operation of Plant		7900	19,614.61	74,202.37	144,735.12	51.3%							#DIV/0!	19,614.61	74,202.37	144,735.12	51.3%	
Maintenance of Plant		8100	0.00	15,491.86	16,647.00	93.1%							#DIV/0!	0.00	15,491.86	16,647.00	93.1%	
Debt Service		9200	0.00	0.00	0.00	#DIV/0!	147,870.00	147,870.00		#DIV/0!			#DIV/0!	147,870.00	147,870.00		#DIV/0!	
<b>TOTAL CURRENT EXPENSES</b>			<b>415,245.69</b>	<b>925,016.91</b>	<b>1,906,008.91</b>	<b>48.5%</b>	<b>147,870.00</b>	<b>216,875.10</b>	<b>67,500.00</b>	<b>321.3%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>#DIV/0!</b>	<b>563,115.69</b>	<b>1,141,892.01</b>	<b>1,973,508.91</b>	<b>57.9%</b>
DEPRECIATION			0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00	#DIV/0!			#DIV/0!	0.00	0.00	0.00	#DIV/0!	
<b>TOTAL EXPENSES</b>			<b>415,245.69</b>	<b>925,016.91</b>	<b>1,906,008.91</b>	<b>48.5%</b>	<b>147,870.00</b>	<b>216,875.10</b>	<b>67,500.00</b>	<b>321.3%</b>				<b>#DIV/0!</b>	<b>563,115.69</b>	<b>1,141,892.01</b>	<b>1,973,508.91</b>	<b>57.9%</b>
<b>CHANGE IN NET ASSETS</b>			<b>188,718.29</b>	<b>258,761.72</b>	<b>229,563.32</b>	<b>112.7%</b>	<b>-53,592.90</b>	<b>-87,906.00</b>	<b>138,700.00</b>	<b>-63.4%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>#DIV/0!</b>	<b>135,125.39</b>	<b>170,855.72</b>	<b>368,263.32</b>	<b>46.4%</b>
<b>NET ASSETS AT THE BEGINNING OF THE YEAR</b>			<b>2,719,643.32</b>	<b>2,649,599.89</b>		#DIV/0!	<b>273,349.00</b>	<b>307,662.00</b>		#DIV/0!			#DIV/0!	<b>2,992,992.32</b>	<b>2,957,261.89</b>		#DIV/0!	
<b>NET ASSETS AT THE END OF THE YEAR</b>			<b>2,908,361.61</b>	<b>2,908,361.61</b>		#DIV/0!	<b>219,756.10</b>	<b>219,756.00</b>	<b>138,700.00</b>	<b>158.4%</b>			#DIV/0!	<b>3,128,117.71</b>	<b>3,128,117.61</b>		#DIV/0!	



# The School Board of Gadsden County



*"Building A Brighter Future"*

**REGINALD C. JAMES**  
SUPERINTENDENT OF SCHOOLS

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

## VENDOR NOTICE School Internal Accounts

Date

Vendor Name  
Addressee  
Street Line  
City, FL ZIPXX

Dear Vendor Name:

In order to facilitate the timely processing of payment(s) to your company, the School Board of Gadsden County requests that the purchasing and accounts payable procedures detailed below be followed when requests are being made regarding a particular school's ancillary student activities:

All requests for the procurement of goods and/or services by a school for school activities, such as athletics, band, etc. in the school district **must** be secured by an approved purchase order authorized by the school's principal.

**Unauthorized purchases made without prior approval from the school principal will become the personal responsibility of the individual placing the order. In such cases, the school district will direct the vendor to seek payment from the individual.**

Invoices for goods and/or services rendered to the school for school activities must be mailed to the following address:

Name of School  
Address line  
City, State, Zip line  
ATTN: office manager name

The internal accounts payable department will only accept original invoices. Additionally, requirements for invoices submitted to the school are as follows:

- a) The invoice shall reference the school's purchase order number, and the invoice shall correlate to the school's purchase order number under which the purchase was made.
- b) The invoice shall indicate the name of the vendor that is recited on the school's approved purchase order.
- c) The invoice shall indicate the date of its preparation as well as the date goods and/or services were delivered and accepted.
- d) The invoice shall indicate an identifying number to facilitate identification of the invoice.
- e) The invoice shall indicate a description of the goods and/or services provided; and
- f) The invoice shall indicate the quantity, unit price, and extended price of the goods and/or services provided to the school.

All inquiries regarding the payment of invoices should be directed to \_\_\_\_\_ (name of office manager);  
\_\_\_\_\_ (phone number of office manager).

AUDREY D. LEWIS  
DISTRICT NO. 1  
HAVANA, FL 32333

JUDGE B. HELMS, JR.  
DISTRICT NO. 2  
QUINCY, FL 32351

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 32353

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8b

**DATE OF SCHOOL BOARD MEETING:** January 28, 2014

**TITLE OF AGENDA ITEM:** Request for Extension on City of Midway Charter School Project

**DIVISION:** K-12 Education

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

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

Per Ms. Minnis,

The attached request for extension on the City of Midway Charter School Project must be submitted to the School Board for approval.

**FUND SOURCE:** NA

**AMOUNT:** NA

**PREPARED BY:** Sylvia R. Jackson, Ed.D. 

**POSITION:** K-12 Director

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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 \_\_\_\_\_



# CITY OF MIDWAY

50 MARTIN LUTHER KING BOULEVARD • P.O. Box 438 • MIDWAY, FL 32343 • (850) 574-2355 • FAX: (850) 574-0633 • WWW.MIDWAYFL.COM

December 2, 2013

Honorable Reginald C. James  
Superintendent  
Gadsden County Public Schools  
35 Martin Luther King Jr. Blvd.  
Quincy, Florida 32351

**RE: Request for extension on City of Midway Charter School Project**

Dear Superintendent James:

I am writing on behalf of the City of Midway in regards to our approved Charter School application. Having been appointed Interim City Manager for Midway in September, it has taken a couple of months to get caught up on the number of major projects underway requiring urgent attention. At an October 24, 2013 Council Workshop, presentations were made on the three major projects\_ one of which was the charter school. It became immediately clear to the Council and members of the Charter School Advisory Committee that it would be impossible to secure funding, build a school, and have it ready by the 2014-15 school year as scheduled, since there has been no activity in that regard since the application was approved by the School District.

I am, therefore, writing to request an extension on the City of Midway Charter School proposal until 2015-16 on behalf of the Midway City Council and Charter School Board. We would appreciate a response at your earliest convenience. I will be happy to attend the meeting of the School Board in which the request is to be considered.

Thank you so much for your guidance on this matter. Please feel free to contact me if you have questions or require additional information at **850/ 574-2355**.

Sincerely,

Dorothy Inman-Johnson

Interim City Manager

**Cc: Dr. Sylvia Jackson**

**Mayor David Knight**

**Midway City Councilmembers**

**Members of Charter School Advisory Committee**





Amendment # 1

This amendment, Number 1 (one) between Cook Brothers, Inc. (CBI), Construction Manager (CM) and Gadsden County District School Board (GCDSB), (Owner), is entered this Nov. 26, 2013 concurrently with and as a modification to the terms of said *Standard Form of Agreement Between Owner and Construction Manager* dated October 7, 2013 for the new construction of the facility known as Havana Pre-K thru 3<sup>rd</sup> Grade Classroom Additions.

The following are hereby added to the contract for construction:

1. The GMP for the Contract will be \$4,821,118.00 (four million, eight hundred, twenty-one thousand, one hundred and eighteen dollars only).
2. Construction duration time will be 330 (three hundred and thirty) calendar days from Cook Brothers Inc.'s receipt of a building permit, Department of Environmental Protection permit and Notice to Proceed from Owner.
3. CBI and GCDSB hereby agree to the lump sum amounts as shown on attached exhibit "C" for Cook Brothers Inc.'s construction services, pre-construction services, General Conditions, construction support services, Payroll and expenses, bond, insurance, as detailed in Article 6 of the Contract for Construction.
4. The Project's GMP has a \$100,000.00 (one hundred thousand dollars only) contingency which can be used by the CM to resolve any "scope of work" items/issues that would otherwise require a changer order to the contract. Any funds not used by the CM will be returned to the Owner, in full. All Contingency Funds' expenditures must be approved the GCDSB.
5. The GMP "A.I.A" budget breakdown has been provided as the attached exhibit "A"; and the Construction Document has been provided as the attached exhibit "B".
6. Sales Tax savings, as listed on Exhibit A, is a goal and any overage/underage will be debited/credited from/to Contingency Funds.

The terms of this Amendment shall supersede any provision of the *Standard Form of Agreement Between Owner and Construction Manager* or the General Conditions or any other provisions incorporated therein that are inconsistent herewith.

Gadsden County District School Board

Cook Brothers, Inc.

School Board of Gadsden County

By: Wayne Shepard Director of Facilities  
Name and Title

[Signature]  
By: S. Lamont Cook, President

Date: December 17, 2013

Date: December 17, 2013



[Non-Escrow]

Lease Number: 09363  
Equipment Schedule: 01**RESOLUTION OF GOVERNING BODY**

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the following resolution was introduced and adopted:

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT, EQUIPMENT SCHEDULE NO. 01 AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.**

WHEREAS, the governing body of **GADSDEN COUNTY DISTRICT SCHOOL BOARD** ("Lessee") desires to obtain certain equipment (the "Equipment") described in Equipment Schedule No. 01 to the Master Lease Agreement (collectively, the "Lease"), between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** ("Lessor") and Lessee, the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be applied to the acquisition of the Equipment in accordance with such Lease; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Lease with **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** substantially in the form presented to this meeting.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:**

Section 1. It is hereby found and determined that the terms of the Lease in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Superintendent of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents with any changes, insertions and omissions therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The \_\_\_\_\_ of Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

Section 5. This resolution shall take effect immediately.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Lease executed on behalf of Lessee is the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

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

**GADSDEN COUNTY DISTRICT  
SCHOOL BOARD,**  
Lessee

By: \_\_\_\_\_  
Name: Reginald C. James  
Title: Superintendent of Schools

Attested By: \_\_\_\_\_  
Name:  
Title:

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8e

**DATE OF SCHOOL BOARD MEETING:** January 28, 2014

**TITLE OF AGENDA ITEM:** For School Board approval to use the services of Southern Earth Sciences, Inc. for soil and concrete testing at Havana Middle School Pre-K through 3<sup>rd</sup> grade wing.

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** For School Board approval to use the services of Southern Earth Sciences, Inc. to conduct soil and concrete density test at the Havana Middle School new Pre-K through 3<sup>rd</sup> grade wing. This company provided all the pre-construction site assessment under Clemons, Rutherford & Associates, Inc. It is anticipated that the grade will increase up to 8 feet. Test will be conducted at every 12 inches of compacted soil elevation.

**FUND SOURCE:** 379

**AMOUNT:** \$14,900.00

**PREPARED BY:** *W.S.* Wayne Shepard

**POSITION:** Director of Facilities

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**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.



Geotechnical, Environmental & Construction Materials Testing

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## TERMS AND CONDITIONS

**Project:**  
**Client:**  
**Proposal No:**

### Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for SESI and all necessary equipment in order to complete the work.

1.2 While SESI will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

### Section 2 - UTILITIES

2.1 In the execution of this work, SESI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold SESI harmless for any damages to subterranean structures, which are not called to our attention and correctly shown on the plans furnished.

### Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

### Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, workmanlike, and professional manner by employees of SESI, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the owner or requirements of third parties, additional charges will be applicable.

4.2 SESI will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and a half (1 1/2) percent per month, or the maximum rate allowed by law, on past due accounts, plus reasonable attorney's fees and expenses of collection.

### Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SESI, as instruments of service, shall remain property of SESI. These documents will be held to be confidential, and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever.

5.3 SESI will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

### Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SESI agree that all disputes between them arising out of or relating to this Agreement shall be submitted for mediation, unless the parties mutually agree otherwise.

6.2 In the event that a dispute should arise relating to performance of services provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

### Section 7 - STANDARD OF CARE

7.1 Services performed by SESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SESI, and that the data, interpretations, and recommendations of SESI are based solely on the information available to us. SESI will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

7.4 When requested by the client, SESI will adhere by guidelines, specifications, plans, drawings, and the like which are provided to SESI by the client; however, SESI shall not be responsible for any liability due to any adverse outcome which results from the adherence to the plans, guidelines, specifications, drawings and the like.

#### Section 8 - RISK ALLOCATION

8.1 There are a variety of risks which potentially affect SESI by virtue of entering into an agreement to perform professional services on the client's behalf. One of these risks stems from SESI's potential for human error. For additional consideration of \$10.00, receipt of which is hereby acknowledged, the client agrees that SESI's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third party due to any negligent professional acts, errors or omissions or breach of contract by SESI or any of its officers, directors, employees, agents or subcontractors, will be limited to the aggregate of \$50,000.00 or SESI's total charges, whichever is greater. If client prefers to have higher limits of professional liability (not breach of contract) SESI agrees to increase the aggregate limit to a maximum of \$1,000,000.00 upon client's written request at the time of accepting our proposal, providing that client agrees to pay an additional consideration of ten (10) percent of SESI's total charges, or \$500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by SESI and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law. In no event however, shall the liability of SESI exceed the amount of its applicable insurance coverage for the type claim involved.

8.2 Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory negligence, or any other causes of action, except for willful misconduct or gross negligence. Parties mean the client and SESI and their officers, employees, agents, affiliates and subcontractors. The parties also agree that the client will not seek damages in excess of the limitations indirectly through suits with other parties who may join SESI as third party defendants.

8.1 Both the client and SESI agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages, arising out of or related to this agreement.

#### Section 9

##### DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SESI of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SESI and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SESI and the client agree the discovery of hazardous materials may also make it necessary for SESI to take immediate measures to protect health and safety. Client agrees to compensate for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

9.3 SESI agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. The client also agrees to hold SESI harmless for any or all consequences of disclosure made by SESI which are required by governing law. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

9.4 Notwithstanding any other provision of the agreement, the client waives any claim against SESI, and to the maximum extent permitted by the law, agrees to defend, indemnify, and save SESI harmless from any claim, liability, and/or defense costs for injury or loss arising from SESI's discovery of unanticipated hazardous materials including any cost associated with possible reduction of the property's value.

9.5 The client will be responsible for ultimate disposal of any samples secured by SESI, which are found to be contaminated.

#### Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SESI will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SESI will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by SESI will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by geotechnical consultant to verify substantial compliance with the plans, specifications and design concepts. Continuous monitoring by SESI employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SESI is not responsible for job or site safety or security, other than for SESI employees, and that SESI does not have the right or duty to stop the work of others.

#### Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

#### Section 12 - INSURANCE

12.1 SESI represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SESI has such coverage under public liability and property damage insurance policies which SESI deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SESI agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SESI, its agents, staff and consultants employed by it. SESI shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. SESI shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it.

#### Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SESI shall be paid for services performed to the termination notice date plus reasonable termination expenses.

#### Section 14 - ASSIGNS

14.1 Neither the Client nor SESI may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

#### Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

#### Section 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 SESI prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SESI promotes equal opportunity in employment through continuing programs of affirmative action in its operations.



3642 Peddie Drive  
Tallahassee, FL 32303

**CONSTRUCTION MATERIALS TESTING FEE SCHEDULE**  
(Effective Date: January 1, 2013)

Inspector - Technician	\$50.00/hr.*
Senior Engineering Technician	\$60.00/hr.*
Staff Geotechnical Engineer	\$100.00/hr.
Registered Professional Engineer	\$150.00/hr.

*\* Full-time technician on-site, portal to portal, minimum 4 hours/day  
@ hourly rate + \$5.00/density or \$5.00/concrete test cylinder  
\* Hours in excess of 8 hours/day @ 1.5 x hourly rate*

**1.) Field & Laboratory Soil Testing**

A.	In-place Density Tests	
a.)	By Drive-Cylinder Method (ASTM D 2937)	\$22.00/ea*
b.)	By Sand Cone Method (ASTM D 1556)	\$50.00/ea*
c.)	By Nuclear Method (ASTM D 2922)	\$22.00/ea*
<b>* MINIMUM 3 DENSITY TESTS + TRIP CHARGE OF \$50.00/HOUR (Minimum 1 hr.)</b>		
B.	Standard/Modified Proctor (ASTM D 698/1557)	\$120.00/ea
C.	Limerock Proctor (ASTM D 1557)	\$200.00/ea
D.	Hand Held Penetrometer Testing (2 hr. min)	\$ 60.00/hr.
E.	Limerock Bearing Ratio (4 pts. ASTM D-1883)	
a.)	Limerock Base	\$325.00/ea
b.)	Subgrade or Soil Base	\$275.00/ea
F.	Laboratory Moisture Content (ASTM D-2216)	\$ 10.00/ea
G.	Field Moisture Content (Speedy Method)	\$ 10.00/ea
H.	Organic Content	\$ 35.00/ea
I.	Grain Size Distribution	
a.)	Sieve Analysis (ASTM D 421)	\$ 60.00/ea
b.)	Percent Fines (ASTM D 1140)	\$ 25.00/ea
J.	Atterberg Limits (ASTM D 4318)	\$ 75.00/ea
K.	Falling Head Permeability Test (remolded sample)	\$175.00/ea

**Note:** A local trip charge of \$50.00/hour (minimum 1 hr.) applies to picking up Proctor / LBR samples or samples for classification testing. Trip charge fees for projects located outside Leon County are based on distance and are listed on Work Authorization form on the services line. These fees are applicable wherever trip charges are listed in this schedule.

2.) **Asphalt Paving and Base**

A.	Limerock Base Proctor (ASTM D 1557)	\$200.00/ea
B.	Base Thickness Check	\$ 15.00/ea
C.	Soil-Cement Proctor (ASTM D 558, premixed)	\$120.00/ea
D.	Field density test by the Nuclear Method (ASTM D 2922)	\$ 22.00/ea
E.	Laboratory Density Test of Asphaltic Pavement Cores	\$ 20.00/ea
F.	Coring of Asphaltic-Concrete Pavement, 4" diameter core	\$ 25.00/ea
G.	Mobilization for Coring	\$ 100.00***
H.	Asphalt Extraction/Gradation	\$ 200.00/ea
I.	Marshall Density, Stability and Flow (per set of three (3))	\$ 200.00/set
J.	Asphalt Core Thickness Determination	\$ 15.00/ea

3.) **Concrete Testing\*\***

A.	One (1) set of Five (5) 4"x8" concrete test cylinders (includes molding, testing & reporting)	\$ 75.00/set***
B.	Extra Cylinders	\$ 15.00/ea
C.	Extra Slump Tests	\$ 15.00/ea
D.	Air Content	\$ 15.00/ea
E.	Technician standby time (portal to portal) in excess of 1.5 hours for one (1) set of cylinders and 1 hour/set for each additional set made/per trip	\$ 50.00/hr
F.	Cylinder pickup charge, 1 hour minimum	\$ 50.00/hr
G.	Concrete Coring (3" to 4.5" diameter)	\$ 50.00/ea
H.	Concrete Core Compressive Strength Test	\$ 35.00/ea
I.	Mobilization for Concrete Coring	\$ 100.00***
J.	Compressive Strength of Cylinders Made by Client	\$ 15.00/ea

4.) **Steel Inspections**

A.	Visual Weld Inspection	Special Quote
B.	Bolt Torque Testing	Special Quote

5.) **Engineering Evaluation and Reporting**

Ten percent (10%) of the total monthly testing fee will be added to all monthly invoices for engineering evaluation & reporting.

\*\* *Testing services scheduled outside normal work hours (7:00 a.m. - 5:00 p.m.), will be billed at 1.5 x unit prices.*

\*\*\* **Trip charge @ \$50.00/hour (minimum 1 hr) applies in addition to unit price of test required.**

**We sincerely appreciate 24 hour notice of your request for our services.**

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 8f

**DATE OF SCHOOL BOARD MEETING:** **January 28, 2014**

**TITLE OF AGENDA ITEM:** **Contract for Sale and Purchase Agreement with Midway Unity Fellowship, Inc.**

**DIVISION:** **Administration**

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

**PURPOSE AND SUMMARY OF ITEM:**

**School Board approval is requested for a Contract for Sale and Purchase of the property located on 50 Mine Road in Midway, Florida.**

**FUND SOURCE:** **N/A**

**AMOUNT:** **As Per Agreement**

**PREPARED BY:** **Reginald C. James**

**POSITION:** **Superintendent of Schools**

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**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

       **Number of ORIGINAL SIGNATURES NEEDED by preparer.**

**SUPERINTENDENT'S SIGNATURE:** page(s) numbered                   

**CHAIRMAN'S SIGNATURE:** page(s) numbered                   

**This form is to be duplicated on light blue paper.**

## CONTRACT FOR SALE AND PURCHASE

PARTIES: **SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, hereinafter called SELLER, whose address is 35 Martin Luther King, Jr., Blvd., Quincy, Florida 32351, and **MIDWAY UNITY FELLOWSHIP, INC.**, a Florida non-profit corporation, whose address is 50 Martin Luther King Boulevard, Midway, Florida 32343, hereinafter called BUYER, hereby agree that the SELLER shall sell and the BUYER shall buy the following property upon the terms and conditions hereinafter set forth. Wherever the context hereof so requires or admits, the terms "SELLER" and "BUYER" shall include singular and plural, and use of any gender shall be applicable to all genders, and this instrument shall be binding upon all parties hereto and their legal representatives, successors, and assigns.

1. **LEGAL DESCRIPTION.** See Exhibit "A" attached hereto and referred to hereinafter as the "Property."

2. **METHOD OF PAYMENT.**

(a)	Deposit to be held in trust by Ausley & McMullen	\$ 4,000.00
(b)	Approximate balance to close (excluding BUYER's expenses and subject to prorations)	<u>\$36,000.00</u>
(c)	TOTAL PURCHASE PRICE	\$40,000.00

3. **TIME FOR ACCEPTANCE.** If this offer is not executed by SELLER and BUYER prior to \_\_\_\_\_ p.m. on \_\_\_\_\_, the deposit shall be returned to BUYER and this offer shall be null and void. The date of this Contract shall be the date when the last party has signed this Contract.

4. **CLOSING AND POSSESSION.** This Contract shall be closed and the deed delivered on or before \_\_\_\_\_, 201\_\_\_\_, unless extended by other provisions of this Contract. If additional time is required by lender to close, closing shall be extended, not to exceed 60 days. MONIES DUE AT CLOSING SHALL BE TENDERED BY CASHIER'S CHECK, CASH OR WIRE TRANSFER. Closing shall be held at Ausley & McMullen, 123 South Calhoun Street, Tallahassee, Florida. Possession of the property will be delivered to BUYER at closing.

5. **EVIDENCE OF TITLE.** BUYER [ ] does or [ ] does not desire to obtain an owner's title insurance policy in the amount of the purchase price at closing. If BUYER has elected to obtain title insurance then within \_\_\_\_\_ days after the Effective Date, SELLER shall obtain and deliver to BUYER, a title insurance commitment ("**Commitment**") issued by a title insurance company selected by SELLER ("**Title Company**") agreeing to issue to BUYER upon recording of the deed hereafter mentioned, an owner's title insurance policy in the amount of the purchase

price; insuring that the title to the Property is free and clear of any easements, liens or encumbrances unless otherwise expressly permitted or provided herein. BUYER shall pay the costs of the Commitment and of the Title Policy including any title examination or investigation fees and the costs for the premium for the Title Policy to be issued pursuant to the Commitment. BUYER shall be entitled to make objections to title if (i) the form of the Commitment is other than as described in this paragraph, or (ii) the Commitment reveals any exceptions to title (other than the lien of taxes not yet due and payable) that are not acceptable to BUYER in its sole discretion. BUYER shall notify SELLER of any title objections by facsimile, e-mail, or mail within \_\_\_\_\_ days of receipt of the Commitment and SELLER shall have \_\_\_\_\_ days after the receipt of BUYER's objections within which to resolve BUYER's title objections. In the event SELLER is unable to satisfy BUYER's objections within said time period and so notifies BUYER in writing, BUYER may elect to cancel this Agreement, in which event Escrow Agent shall immediately return to BUYER the Earnest Money Deposit and any other deposit(s) made by BUYER together with any interest earned thereon, or BUYER may waive in writing its title objections and accept the condition of title. Title exceptions (exclusive of any liens, all of which SELLER hereby agrees to satisfy on or before Closing, except in the event any such lien is contested by SELLER in which event SELLER shall obtain a bond securing payment of such lien) not objected to, approved or accepted in writing by BUYER shall hereinafter be referred to as "**Permitted Exceptions**".

6. **INSTRUMENTS.** Title to real Property shall be conveyed by Special Warranty Deed unless otherwise agreed in writing. SELLER represents that it has legal authority and capacity to convey title to the Property together with any improvements thereon. SELLER shall furnish to BUYER a SELLER's affidavit that SELLER has made no alterations or improvements to the Property for ninety (90) days preceding date of closing for which a lien could be filed. If the Property has been improved by SELLER within ninety (90) days preceding closing date, the SELLER shall deliver releases or waivers of all mechanic's liens or receipted bills, executed by general contractors, subcontractors, suppliers or materialmen, and SELLER's mechanic's lien affidavit. Upon request copies of all instruments shall be furnished at least 24 hours prior to closing.
7. **RESTRICTIONS AND EASEMENTS.** BUYER agrees to take title to the Property subject to any assumed mortgage(s) or purchase money mortgage(s) described in Item 4 above, taxes for the current and subsequent years, special assessments and those accruing hereafter, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, and restrictive covenants of record.
8. **ROAD MAINTENANCE.** The BUYER may be responsible for the maintenance of roads and related drainage, if any, serving this Property, and unless there is an ownership interest in such roads and related drainage by governmental authorities, said governmental authority shall have no responsibility for such maintenance.

9. **WARRANTIES AND REPRESENTATIONS CONDITION OF PROPERTY.**

This contract is subject to and BUYER has the option of having the property inspected, at BUYER'S expense.

Initial Inspection Period. BUYER shall have \_\_\_\_\_ days (the "Inspection Period") in which to conduct and complete such investigations as to the Land, the physical condition thereof, matters of zoning and all other matters with respect to the Land which are in BUYER's judgment relevant to BUYER's determination whether to purchase the Land or to terminate this Agreement. During this inspection period, BUYER, its agents and contractors, shall have the right to enter upon the Property and to perform such reasonable acts as BUYER deems necessary in order to make soil tests, borings, engineering studies, surveys and other like tests and studies. All such entries shall be at the risk of BUYER, and SELLER shall have no liability for any injuries sustained by BUYER or any of BUYER's agents or contractors. BUYER agrees to repair or restore promptly any damage to the Property caused by BUYER, its agents or contractors. BUYER hereby agrees to indemnify, defend and hold the SELLER harmless from and against any loss, damage or claim by virtue of BUYER's activities conducted under the provisions of this section of the Agreement. This indemnification shall survive the Closing hereunder, or any termination of this Agreement.

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

SELLER agrees to deliver the property in its present "as is" condition.

If BUYER fails to make the inspection(s) as provided above, BUYER agrees to accept property in "as is" condition.

10. **ENVIRONMENTAL CONDITIONS.** BUYER acknowledges the availability of environmental engineering firms which can perform environmental audits on subject

property. If BUYER elects not to have an environmental audit performed on subject property during the inspection period, then BUYER accepts all responsibility associated with any potential environmental problems which may occur. BUYER relieves SELLER of any and all responsibility in connection with any unknown environmental problems which may occur on subject property.

11. **MAINTENANCE.** Between date of Contract and date of closing or the date of possession, whichever occurs first, the Property shall be maintained by SELLER in the condition existing on the date of the contract.
12. **RISK OF LOSS.** The risk of loss or damage to the premises by fire or otherwise is assumed by SELLER until closing.
13. **PRORATIONS.** All taxes from the current year of closing, rents, hazard insurance premiums on policies assumed by BUYER, and property owners' association dues, if any, shall be prorated as of date of closing. BUYER shall be deemed the owner of the Property on date of closing. If BUYER assumes an existing mortgage, BUYER shall reimburse SELLER for any escrow funds which are not refunded to SELLER and which remain with the loan. If information as to current year's taxes is not available at the time of closing, taxes shall be prorated on the basis of the prior year's gross taxes together with any applicable discount for early payment, provided the proration shall be adjusted at the request of either party when the tax bill for the year of closing becomes available. All prorations shall be adjusted to the cash due at closing. The agreements contained herein shall survive closing.
14. **EXPENSES.**

**BUYER SHALL PAY FOR THE FOLLOWING:**

Owner's title insurance  
Recording fees  
BUYER's attorney fees  
Survey update, if any  
State documentary stamps on deed

**SELLER SHALL PAY FOR THE FOLLOWING:**

Preparation of deed, affidavit  
SELLER's attorney fees

15. **SURVEY.** BUYER acknowledges receipt of a boundary survey of the property dated October 27, 2011 prepared by Thomas P. Skipper. If BUYER desires any other or more detailed survey, he shall have the Property surveyed at his expense prior to closing date. If the survey shows an encroachment, the same shall be treated as a title defect.
16. **DEFAULT.** If BUYER fails to perform any covenants of this Contract within the time specified, all deposits paid by BUYER may be retained by or for the account of SELLER,

as liquidated damages. If SELLER fails to perform any covenants of this Contract, all deposits, at the option of the BUYER, shall be returned to BUYER. Upon such event, all parties shall be released of their rights and obligations under this Contract. As an alternative to the foregoing, however, either non-defaulting party, may proceed at law or in equity to enforce his legal rights under this Contract, including, but not limited to, the right to bring suit for specific performance.

17. **ATTORNEY FEES AND COSTS.** In connection with any litigation, including appeals, arising out of this Contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney fees.
18. **SPECIAL ASSESSMENT LIENS.** Certified, confirmed or ratified special assessment liens as of the date of closing (and not as of date of the Contract) are to be paid by SELLER. Pending liens as of date of closing shall be assumed by BUYER, provided, however, that where the improvement has been substantially completed as of date of Contract, such pending liens shall be considered as certified, confirmed or ratified, and SELLER shall be charged at closing an amount equal to the last estimate of the improvement assessment.
19. **LEASES.** SELLER shall furnish copies of all written leases to BUYER prior to closing, if any. If there are any persons in possession of the Property without written leases, estoppel letters from such persons specifying the nature and duration of occupancy shall be furnished to BUYER by SELLER prior to date of closing.
20. **COMMISSION TO REALTOR.** BUYER and SELLER acknowledge neither has employed a REALTOR.
21. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**
22. **SPECIAL CLAUSES.** Any provisions contained in this SPECIAL CLAUSES section of this Contract or in exhibits attached hereto shall control and govern any contrary or inconsistent provisions appearing elsewhere in this Contract. None.

<p>Executed by BUYER on _____</p> <p>_____</p> <p>By: _____</p> <p>As its: _____</p>	<p>Executed by SELLER on _____</p> <p><b>SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA</b></p> <p>By: _____</p> <p><b>REGINALD C. JAMES</b> As its: Superintendent</p> <p>By: _____</p> <p><b>ROGER MILTON</b></p>
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	<b>As its: Chairman of the Board</b>
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By signature below, receipt of deposit of \$10,000.00 is acknowledged (if check, subject to clearance). It shall be held in escrow pending disbursement according to terms hereof, together with all additional deposits escrowed by terms of this Contract. Failure of clearance of deposits shall not excuse performance by BUYER.

AUSLEY & McMULLEN

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

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

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## Summary of Changes to the GCCTA Contract 2013-2015

**Cover Page** – Date changes to reflect 2013-2015

**Preamble – Page 3** – Dates to be inserted reflecting final action

**Article II – Section H.1. - Page 5** – date change from September 10 to September 1

**Article II – Section H.2. - Page 5** – Correct deduction to deductions

**Article II – Section H.5. - Page 5** – Correct slots to slot

**Article IV Lunch Period – Page 11** – New language was inserted to establish a site based decision making tool that will facilitate a duty free lunch for teachers, however, the final decision will remain with the site based administrator.

**Article V – Section A. - Page 14** – Revised language regarding the donation of sick leave to reflect statutory changes

**Article XII – Page 34** – Language inserted to first paragraph establishing evaluation criteria to receive salary increases. Also included is the language defining the eligibility criteria for the dissemination of the teacher raise monies.

**Terms of Agreement - Page 38** – Date change in paragraph 1 to reflect 2015 contract expiration. Language is also included that establishes a hold harmless clause should any provision of this contract be deemed illegal by court action or legislative action. Language is included in the final paragraph that establishes a multiyear contract and clarifies party names.

**Appendix C – Page 41** – Date changes to reflect correct pay dates for 2013-2014

**Collective Bargaining Agreement**

**Between**

**The School Board of  
Gadsden County**

**and**

**The Gadsden County  
Classroom Teachers Association**

**JULY ~~2012~~2013 – June ~~2013~~2015**

Board Approved: June 17, 2013

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PREAMBLE

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This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, ~~2013~~2014~~3~~, by and between The School Board of Gadsden County, Florida, hereinafter called the "Board", and the Gadsden County Classroom Teachers Association, hereinafter called the "GCCTA", an affiliate of the Florida Teaching Profession and the National Education Association,

WITNESSETH:

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

ARTICLE I

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RECOGNITION

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

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

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

## ARTICLE II

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### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The GCCTA shall be permitted use of school property, facilities and equipment in accordance with applicable provisions of Gadsden County School Board Policy.
- B. The GCCTA shall have the right to post notices of activities and matters of GCCTA concern on one bulletin board in a designated area mutually agreed upon by the president of the GCCTA and the site administrator at each school center. Only GCCTA notices authorized by the president of the GCCTA or the GCCTA building representative may be posted. Prior to the posting of each notice a copy will be given to the building principal, which shall be a prerequisite to such posting.
- C. The GCCTA shall have the right to use teacher mailboxes for official communications. Such distribution shall be in compliance with procedures agreed upon by the site administrator and GCCTA.
- D. The GCCTA Building Representative shall have the opportunity to make brief announcements to those who voluntarily remain at the end of the School Faculty meeting.
- E. Duly authorized representatives of the GCCTA shall be permitted to transact official GCCTA business on school property after making such arrangements with the building administrator provided such transaction of business does not interrupt, interfere with or disrupt school business, activities or operations, or violate any applicable law, policy, rule or regulations.
- F. The Board shall provide upon request by the GCCTA president and without charge a list of teachers including the following information: name, home address, classification, salary, step, grade level or subject area, degree, contract status, hire date, and work site name.
- G. Upon appropriate authorization by any teacher, the Board will directly deposit the teacher's entire salary into any official financial institution that provides a bank routing number. In addition, the Board will directly deposit a part or all of the teacher's salary into the Envision Credit Union.
- H. The Board shall deduct from the pay of each employee all current membership dues and uniform assessments of the GCCTA, provided that at the time of each such deduction there is in the possession of the Board a valid membership form for each such deduction, executed by the employee, in the form and according to the terms of the authorization. Such authorization shall continue year after year unless revoked by the employee. A membership form shall be provided by the GCCTA.
  1. Any teacher may authorize dues deduction by presenting to the Board on or before September ~~10~~1 of the applicable school year a signed membership form authorizing the Board to deduct from the teacher's salary an amount certified in writing by the GCCTA to the Board, on or before September 1 of the applicable school year, as being due to the GCCTA from each member thereof as

membership dues for that school year, which amount shall be evenly divisible by twelve (12) dependent upon the number of checks the teacher elected to be paid per year; or, the teacher may make such authorization by presenting said membership form to the Board after September 401 and at any time during the applicable school year, in which case the total amount to be deducted shall be a fraction of the annual dues based on the number of checks still to be issued in that year, beginning with the first check issued at least fifteen (15) calendar days after the Board's receipt of the teacher's completed membership form. Sums so deducted from the teacher's remaining salary checks shall be as nearly equal in amount as practicable. Provided, however, that any teacher whose employment begins after September 401 of the applicable school year may apply for such dues deductions, if the appropriate completed authorization form is received by the Board not later than thirty (30) days after the beginning of the teacher's employment by the Board.

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

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

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

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

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

tracking the amount of paid leave taken for GCCTA activities.

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

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. Definitions.

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

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

##### C. Resort to Other Procedures.

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

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D. Representative and Appearances

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

E. Formal Grievance Procedure.

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

STEP I

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

## STEP II

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

## STEP III

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

## STEP IV

### Mediation:

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

## STEP V

### Arbitration:

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

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

- k. Adjustments of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

#### ARTICLE IV

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#### TEACHING CONDITIONS

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

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

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

#### Planning/Preparation Time

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

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

#### Lunch Period

- A. ~~Reasonable efforts~~Every effort shall be made to provide all teachers with a duty-free lunch period equal to the student lunch period- including, but not limited to the teachers at any site may develop a plan to allow duty-free lunch using site-based decision-making. However, the final decision must remain with the site administrator. On planning days the lunch period shall be one (1) hour.
- B. The Principal of each school shall designate an area to be used for interfaculty conferences.

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- C. Teachers shall report potentially unsafe facility conditions in the classroom or other school facility to their principal. The principal will investigate and make every effort to correct conditions that he/she determines to be hazardous or potentially dangerous. The principal shall reply to the concern in writing if the teacher's concern is communicated to the principal in writing.
- D. Private conference space in each school, in a classroom or other non-student-occupied area designated by the principal, shall be provided for necessary teacher conferences with parents and/or students. When a teacher needs to make a telephone call relating to school business during which confidential information will be discussed, the building administrator/designee will ensure the privacy of the call. Should a teacher find it necessary to make a long distance call, prior approval must be granted by the building administrator/designee.
- E. Observations of a teacher's class by persons other than school and/or district administrative/supervisory personnel, the Board or its designated committee or representative thereof, shall be allowed only after consent has been granted by the building principal or, in his absence, the person in charge at that time, and the teacher has been notified at least 24 hours in advance. The requirement that the teacher be notified at least 24 hours in advance may be waived by the teacher.
- F. A joint study committee will be formed to review site based decision-making models to include, but not limited to, issues such as duty schedules, teacher assignments, contact time, disruptions of classrooms, and dissemination of professional interest announcements. Membership on this committee shall consist of three (3) members appointed by the GCCTA and three (3) members appointed by the Superintendent. GESPA will be invited to participate. The committee shall devise its own internal working procedure. The committee shall be advisory in nature and shall submit its recommendations to the Superintendent.
- G. Compensatory time may be granted if the following provisions are met:
  - 1. Compensatory time may be earned only for duties assigned specifically by the building administrator beyond the contractual teaching day as required or essential to the stated objectives of a course or program.
  - 2. Compensatory time shall not be earned for activities associated with recognized supplement positions (coaching, cheerleading, etc.), or for faculty meetings, PTO meetings, school open houses, or parent-teacher conferences.
  - 3. Compensatory time shall only be used on planning days, including pre and post planning days, and at the end of the regular school day after student hours, or at such other times during the regular work day that would not require the payment of a substitute. Compensatory time shall not be used during scheduled in-service training activities.
  - 4. Compensatory time shall be earned or taken only with the advanced approval of the building level administration as evidenced by completion of the Gadsden District Compensatory Time Approval Form.
  - 5. No monetary reimbursement shall be awarded for compensatory time.
  - 6. At the end of the teacher contract year or upon the resignation of the teacher, whichever comes first, all unused compensatory time will expire.
  - 7. The nature of teacher assignments beyond the normal work day, for which compensatory time will be granted, shall be determined by the site administrator in cooperation with the site-based decision-making teams. Assignments may be revised as needed.

- H. Teachers shall not be required to search students, but shall be required to report suspicious circumstances to the building administrator immediately.
- I. Teachers will be expected to exercise reasonable control, under the direction of the site administrator, of textbooks, supplies or equipment assigned to them.
- J. Within a given site, the administration shall make a reasonable effort to balance the load between teachers teaching identical courses.
- K. Teachers will be provided with supplies, textbooks, and teaching materials as deemed necessary by the site administrator to teach the courses assigned. Teachers shall not be required to purchase supplies, textbooks, materials or equipment from their personal funds.
- L. The Board agrees to make available in each school word processing and reproduction/duplicating capabilities to aid teachers in their preparation of instructional materials. Audio-visual equipment shall be made available in each school for classroom use.
- M. The Superintendent will establish a committee comprised of five (5) teachers, appointed by GCCTA, and five (5) administrators who will work as collegial parties to resolve issues that cannot be resolved by any other means prior to the filing of a formal grievance. Either party may formally, in writing, request the Superintendent or Deputy Superintendent to convene the committee to resolve the conflict within ten (10) working days of the date of the request. The Superintendent will appoint the administrators based upon the nature of the issue and/or problem.
- N. The Superintendent will establish a committee comprised of three (3) teachers appointed by GCCTA, the president of GCCTA, and three (3) administrators appointed by the Superintendent. The committee shall be advisory in nature and devise its own internal working procedure. The committee will address the following:
  - 1. Supplemental salary schedule to determine positions warranting supplemental pay, supplements to be paid for such positions, and duties/expectations for supplemental positions. The committee shall make a recommendation to the Superintendent.

ARTICLE V

LEAVE

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

A. Sick Leave

Each teacher employed on a full-time basis who is unable to perform her/his duties because of her/his own illness, or because of illness or death of her/his father, mother, brother, sister, husband, wife, child or other close relative, or member of her/his own household, and who consequently has to be absent from her/his work, shall for such necessary absence be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to that employee;

PROVIDED, that the employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment; and PROVIDED, FURTHER, that such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year, without limitation on the number of days of sick leave that may accrue to any employee; and PROVIDED, FURTHER, that at least one-half of such cumulative leave must be established within this school district. In case of reasonable doubt as to the validity of any sick leave claim, the Superintendent may require a supporting certificate of illness from a licensed physician.

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

B. Personal Leave

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

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

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

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

D. Professional Leave

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

colleges and universities provided that suitable arrangements for performance of the individual's duties are made with the Superintendent.

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

E. Temporary Duty

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

F. Leave for Jury Duty and/or Court Processes

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

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

In all of the above circumstances, when, prior to 11 a.m., the employee is dismissed or excused by the court, the employee shall promptly return to work that day.

G. Military Leave

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

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

H. Parental Leave

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

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

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

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

A. Eligibility:

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

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

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

ARTICLE VI

TEACHER ASSESSMENT

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Preamble:

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

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

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Definitions:

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

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

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

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

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

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

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

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

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

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

#### General Rules:

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

- 7.) Teachers being placed on a PIP at the beginning of the 2011-12 school year will follow the process described herein.

**A. Gadsden County Induction Program (GCIP)**

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

**B. Gadsden County Teacher Evaluation Model (GCTEM)**

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

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

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

- a. All probationary contract teachers will be considered to be in Category 1 of the GCTEM.
- b. Prior to the first observation, the teacher shall be familiarized with GCTEM.
- c. The approved observation and evaluation form(s) for Level Category 1 teachers will be in “the manual”
- d. With the exception of those teachers terminated during their probationary contracts, all Category 1 teachers must be evaluated twice yearly.
- e. During the first 20 work days from a teacher’s hire date, excluding pre-service days or holidays, the administrator will observe the teacher using the Observation (Short Form).
- f. If performance concerns exist following the Observation Form, the administrator will use the FEAP Summative Observation to determine if action is warranted.
- g. During the probationary contract year, the employee may be dismissed without cause or may resign from the contractual position without breach of contract.

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- h. If in the opinion of the principal, performance concerns exist that could cause a teacher to be dismissed during the probationary contract year, informal assistance will be provided to that teacher via an Internal Assistance Plan (IAP) prior to such a determination. The IAP will be initiated with a letter from the principal scheduling a meeting to discuss concerns. The Union will receive a copy of the notification letter with an invitation to participate and represent the teacher at the IAP meeting. The Professional Development Director will receive a copy of the IAP notification letter. The principal will share concerns and determine school-based staff to provide support for the teacher. This process will continue until such time as a final 97-day determination is made but no less than four weeks from the inception of the IAP process.
- i. The teacher who has been supported on an IAP for a minimum of four weeks, may be released from the IAP, terminated during the probationary year, or be placed on a Performance Improvement Plan (PIP) for a minimum of 2 months prior to the final Evaluation.
- j. Criteria for initiating a PIP:
  - A score of Unsatisfactory or Developing.
- k. Outcome of the Mid-Year Evaluation:
  - Initiate IAP if a score is Unsatisfactory or Developing.
  - Continue PIP if overall score is Unsatisfactory or Developing.
  - Discontinue PIP if the overall score is Effective or Highly Effective.
- l. Outcome of the Final Evaluation
  1. A Category 1 teacher who receives assistance through an IAP and/or PIP and receives an Unsatisfactory or a Developing will be non-renewed.
  2. A Category 1 teacher who receives an Effective or Highly Effective, score on PRIDE will become a Category 2 teacher.

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

- a. All annual contract teachers will be considered to be in Category 2 of the GCTEM.
- b. Prior to the first observation, the teacher shall be familiarized with the GCTEM.
- d. Category 2, teachers will be evaluated annually on GCTEM.
- e. If concerns exist following the Observation (Short Form), the administrator will use the FEAP Summative Observation to determine if action is warranted.

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- g. If an administrator has documented performance concerns regarding a Category 2, teacher, that teacher will be afforded assistance through the PIP process for a minimum of four months prior to GCTEM.
- h. Criteria for initiating a PIP:
  - 1. A score of Developing/Needs Improvement or Unsatisfactory.
  - 1 A teacher receiving a second GCTEM evaluation of Developing/Needs Improvement initiates a 90-day performance probation.
  - 2 A teacher receiving a GCTEM evaluation of Unsatisfactory initiates a 90-day performance probation.
  - 3 Any Category 2 teacher, previously placed on a PIP for a minimum of four months and who experiences performance difficulties based on the Short Form, (completed during the first 20 days, working with students) and FEAP, will be placed on a PIP. The teacher will be evaluated in November. If the evaluation is unsatisfactory, the 90-day performance probation will commence. At the end of the 90-days, the principal will evaluate the teacher. If found unsatisfactory, the teacher will be afforded the independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed on the GCTEM.
- i. The teacher will have the opportunity to give input into the interventions specified in his or her PIP. Teachers refusing assistance will be evaluated by the building principal with no right to a second opinion. A teacher's decision to refuse a PIP may not be rescinded until the following school year.

**jk.** Outcome of the GCTEM Final Evaluation:

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

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5. Any Category 2 teacher, repeating the PIP process, who is found unsatisfactory, will have his or her teacher contract held in abeyance until the student growth portion is completed on the GCTEM.

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

#### All Category 3 Teachers

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

#### 2. Category 3, Year 1 Teacher Performance Concerns

- a. If concerns regarding the performance of a Category 3 teacher exist, the administrator will use the approved observation instrument (Short Form).
- b. If concerns exist following the Observation (Short Form), the administrator will use the FEAP Summative Observation to determine if action is warranted.
- c. If an administrator has documented performance concerns on the Observation (Short Form), regarding a Level 3 teacher, that teacher will be afforded assistance for a minimum of four months prior to the Final Evaluation through the PIP process.
- d. Criteria for initiating a PIP:
  1. A score of Developing/Needs Improvement or Unsatisfactory
  2. A teacher receiving a second GCTEM evaluation of Developing/Needs Improvement initiates a 90-day performance probation.
  3. A teacher receiving a GCTEM evaluation of Unsatisfactory initiates a 90-day performance probation.
  4. Any Category 3 teacher, previously placed on a PIP for a minimum of four months and who experiences performance difficulties based on the Short Form, (completed during the first 20 days, working with students) and FEAP, will be placed on a PIP. The teacher will be evaluated in November. If the evaluation is unsatisfactory, the 90-day performance probation will commence. At the end of the 90-days, the principal will evaluate the teacher on the appropriate form. If found unsatisfactory,

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

e. Outcome of GCTEM Evaluation:

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

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

- f. An employee notified of unsatisfactory performance may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, for the subsequent year of employment.

gd. Any proposed termination due to failure to successfully complete a NEAT/Performance Probation process will be subject to the grievance and arbitration process as defined in Article III of this Agreement and/or a hearing held by the Department of Administrative Hearing (DOAH).

he. All procedures outlined in this section are subject to the grievance and arbitration process, as described elsewhere in the Agreement.

C. Value Added/ Student Learning Gain Data

Methodology:

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

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

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

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

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

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

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

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

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

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

The teacher's evaluation will be based on 70% on Instructional Practices and 30% on the state's value added data of FCAT scores for the students in the district as a whole. When

three years of data is not available for each teacher, the proportions will alter to 80% on Instructional Practices and 20% value added data.

- D. During pre-school planning, or within the first ten days of reporting to the work site for active employment, each teacher shall be given a copy of the GCTEM Manual. This distribution shall be followed by an explanation, demonstration and discussion of the assessment process. A copy of all current teacher assessment forms shall be available upon request or on the district's website.
- E. For the purposes of teacher assessment, the principal will make at least one (1) scheduled observational visit to the teacher's classroom. The principal may make as many unscheduled visits or as many additional scheduled visits as he/she sees fit, and his/her assessment may be based on any information which may be available to him/her at the time the assessment is made.
- F. Within ten (10) school days after each such scheduled visit, the principal shall have a conference with the teacher, at which time the teacher shall receive a copy of the completed assessment form. Upon approval by the Superintendent the 10-school day time limit may be extended for extenuating circumstances or by mutual consent of the parties.
- G. Each completed assessment form for the teacher and all copies of it shall be dated and signed by the principal and the teacher, with the teacher receiving one copy. The teacher's signature indicates only that he/she has read the completed form, and not necessarily that he/she agrees with the assessment.
- H. In the event that the teacher disagrees with the written assessment of her/his performance, she/he may write her/his objections on the assessment report or attach them to the report to be placed in her/his personnel file. A teacher shall not be requested nor required to sign a blank or incomplete evaluation form.
- I. In order to assure quality teaching and learning and a fair, equitable and impartial evaluation of teacher performance the parties agree to form an appeals committee comprised of two members of the GCCTA appointed by the GCCTA president and two from the administration appointed by the Superintendent, neither party shall have any influence on the appointment of the members of the other party. The following procedures shall be followed:
  - 1. It is the intent of the parties that the procedures listed below in the appeals process shall serve as the alternative to Steps I and II of the grievance procedure.
  - 2. If the employee desires, he/she has the right to request representation or represent himself/herself, but under no circumstances will GCCTA be required to represent a non-member.
  - 3. An employee may not be represented by an attorney or a rival union in an appeal.
  - 4. The site administrator or the Superintendent's designee and the union president will make every effort to obtain informal resolution of the dispute within 30 (thirty) days of the employee's evaluation. If unresolved the alleged dispute shall move to the formal appeals process.

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5. Issues appealed to the committee shall be addressed expeditiously by the committee keeping in mind the statutory time frames and shall meet and render a decision within 10 school days..

6. The representatives of the committee shall communicate their findings in writing to the Superintendent and the union president as well as the affected employee(s) and the site administrator.

7. Disputes not resolved at the committee level will then follow the prescribed procedures in Article III, beginning at Step III.

J. The teacher, upon written request, shall have the right to review and reproduce the contents of the personnel file, being accompanied by a representative of the GCCTA, if desired, and in the presence of the administrator responsible for the safekeeping of such file.

K. The personnel file of each teacher shall be open to inspection only by the School Board, the Superintendent, the principal, the teacher, and such other persons as the teacher or the Superintendent may authorize in writing, unless otherwise provided by law.

L. The School Board shall have the right to reprimand, suspend, demote or discharge its employees for just cause. Just Cause shall be defined to mean:

1. The Board or its designees made an effort to discover if, in fact, the employee did violate or disobey a rule or order of management or did commit any of the acts referred to by Section 1012.33, Florida Statutes, prior to taking official action.

2. The Board or its designees conducted a fair and objective investigation of the facts.

3. The Board applied its rule and penalties uniformly and without discrimination to all employees.

4. The employee was given an opportunity to present his/her side prior to official action being taken.

5. The Board's rule or order that the employee is alleged to have violated was not arbitrary, capricious or discriminatory.

6. The Board gave the employee forewarning of the consequences or possible consequences if the employee did not obey the rule or order.

7. When determining the degree of discipline, consideration will be given to the employee's service record and the nature of the offense.

## ARTICLE VII

### VACANCY AND PROMOTION, TRANSFER AND REASSIGNMENT AND REDUCTION IN FORCE

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

B. Vacancy and Promotion

Notice of all openings for promotion and instructional vacancies shall be posted as necessary by the Superintendent or his designee for five (5) teacher work days during the regular school year or five (5) administrator work days during the summer, as the case

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may be, prior to the filling of the vacancy, in the district administration building and shall be transmitted to the building principal of each school, who shall post the notice in that school. Such postings shall include the kind of certificate necessary, and information concerning the securing and deadline for filing of the application. A copy of all vacancies shall be sent to the President of GCCTA by the district mail courier at least three days prior to the posting of said positions. A signature will be secured to validate delivery.

C. Transfer and Reassignment

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

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

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

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

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

D. Reduction in Personnel/Layoffs

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

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

- b. Employees having the least amount of service in the Gadsden County School District; however District service prior to a hiatus of more than two (2) years in District employment shall not count as service for this purpose.
- c. Employees with the lowest level of educational degree.
- d. Employees with the least amount of service outside the District.

E. Involuntary Transfers

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

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

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

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

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

~~F~~G. Recall

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

Teachers shall be recalled in the inverse order of layoff.

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

G  
H. Performance Issues/ Failing Schools

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

- a. Instructional bargaining unit members affected by recommendations for such an involuntary transfer which have been proposed for the upcoming year will be notified on or before May 1, unless extenuating circumstances exist.
- b. A conference will be held, if requested by the instructional bargaining unit members, between the instructional bargaining unit member and the Superintendent and/or his/her designee to discuss the reasons for recommending a transfer, and to allow the instructional bargaining unit members the opportunity to present his/her side of the matter and his/her position regarding being transferred. Any instructional bargaining unit member attending a conference will have the right of Union representation upon the instructional bargaining unit member's request. A written report of the conference with an instructional bargaining unit member concerning a recommended transfer will be given to the instructional bargaining unit member within ten (10) working days of the conference.
- c. The instructional bargaining unit members will receive written notice of the recommendation of the Superintendent of a transfer and will have the opportunity to appear at the School Board meeting at which the transfer will be presented for approval. Instructional bargaining unit members affected by involuntary transfer shall be notified in writing on or before July 1 unless extenuating circumstances exist which shall include, but not be limited to, absence of student performance data, school grades, funding, and reduction in programs.

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

- a. be given written notice of their transfer with reason specific to their teaching or students' performance evaluation.
- b. be notified of their transferred assignment by July 1 unless extenuating circumstances exist which shall include, but not be limited to, absence of student performance data, school grades, funding, and reduction in programs.

## ARTICLE VIII

### TEACHER AUTHORITY AND PROTECTION

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

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

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

## ARTICLE IX

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### GENERAL EMPLOYMENT PRACTICES

- A. In an effort to assure the safety of all students and employees, the Gadsden County School Board has developed and implemented a Drug-Free Workplace and Drug and Alcohol Testing Program. The Policies and Procedures governing the Drug Free Workplace and Drug and Alcohol Testing Program will be strictly adhered to.
- B. For consideration for appointment to a teaching position in summer school, a teacher must file with the Superintendent on or before May 1 immediately preceding the summer session, a written application on a form to be furnished by the Superintendent. In making assignments of applicants to summer school instructional positions, the Board will take into consideration relevant factors including but not limited to the applicant's certification and/or competency in a given subject, or subjects, and current employment by the Board.

- C. In-service activities are designed to improve the professional growth of all teachers. In-service attendance shall be voluntary unless it is:
- mandated by the District School Board, or State/Federal Laws
  - required by the site administrator
  - mandated as a condition of employment.

- D. Instructional employees shall not solicit support of any political candidate, partisan or non-partisan, during regular work hours.

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

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

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

- E. Each instructional employee who resides in the District and is employed at least half-time, or who resides outside the District and is employed full-time shall have the opportunity to enroll his/her child(ren) in the school of choice, subject Gadsden County School Board Policy 5.20 entitled Student Assignment.

F. Teachers Voluntary Sick Leave Bank

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

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

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

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

7. Abuse - Allegations of abuse of the Sick Leave Bank will be investigated by the Committee, which will submit a report of its investigation to the Board and the Association including a recommendation for appropriate action, if any. The School Board will consider the report and recommendation prior to taking such action on the matter as it deems proper.

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

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#### ARTICLE X

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#### HOLIDAYS

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

#### ARTICLE XI

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#### INSURANCE

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

## ARTICLE XII

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### PROFESSIONAL COMPENSATION

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

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

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

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

For the 2013-2014 school year only, the following criteria will be used to disseminate the funds designated by the State of Florida as teacher raises. This procedure will become null and void on June 30, 2014.

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1. Those employees eligible to receive the teacher raise money are those employees defined in Article II of the GCCTA contract as included in the union as well as school based administrators.
2. To be eligible to receive the teacher raise money, the employees must have been credited with serving a full year as defined in the Florida Statutes for the 2012-2013 school year and be rehired for the 2013-2014 school year on or before September 1, 2013.

3. The date certain for finalizing the list of eligible employees shall be September 1, 2013. Anyone in the eligible employment classes hired after that date will not be eligible to receive this money.
4. The current salary schedule will be used as a placement schedule for new hires that are hired after September 1, 2013.
5. A revised salary schedule will be developed for those receiving this money that will reflect the adjusted salary designations based on applying the money given by the state for teacher raises.
6. It is understood that once the number of eligible employees is confirmed required benefits will be deducted and the remainder of the allocation will be divided among eligible employees equally.

### ARTICLE XIII

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### MISCELLANEOUS

A. This agreement shall constitute the full and complete understandings and commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement; provided, however, that nothing contained in this Agreement shall be construed to obligate either party to negotiate or bargain collectively with respect to any subject or matter whatever.

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~~B.~~ B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted to the extent that it violated the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

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### ARTICLE XIV

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### 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 teachers at resignation without retirement, at normal retirement, when the teacher elects to participate in the Deferred Retirement Option Program (DROP), or to the beneficiary if such service is terminated by death. The sick leave days used in calculating the amount of such terminal pay shall not include any such days earned otherwise than in full-time service of this School District. Such terminal pay shall not exceed an amount determined as follows:
  1. For the individual herself/himself, upon separation from such service by resignation without retirement, PROVIDED that he/she must then have been in the full-time creditable service of this School District for at least twenty (20) years: the daily rate of pay of the individual at that time multiplied by one hundred (100) percent times the number of days of accumulated sick leave.
  2. For the individual herself/himself, upon normal retirement, or DROP enrollment PROVIDED that he/she must then have been in the full-time creditable service of

this School District for at least ten (10) creditable years, a sum determined by multiplying the individual's then current average daily rate of pay by her/his number of days accumulated sick leave, times a percentage figure depending on her/his number of years of such service, as hereinafter indicated:

- After the 10<sup>th</sup> year.....50%
- After the 11<sup>th</sup> year.....50%
- After the 12<sup>th</sup> year.....50%
- After the 13<sup>th</sup> year.....65%
- After the 14<sup>th</sup> year.....70%
- After the 15<sup>th</sup> year.....75%
- After the 16<sup>th</sup> year.....80%
- After the 17<sup>th</sup> year.....85%
- After the 18<sup>th</sup> year.....90%
- After the 19<sup>th</sup> year.....95%
- After the 20<sup>th</sup> year.....100%

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

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

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

the purpose of this Article, have the same effect as that of a conviction of the offense.

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

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

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

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TERM OF AGREEMENT

Subject to applicable law, rules and regulations, this Agreement shall become effective when approved and ratified by the Board and the Bargaining Unit and signed by the parties, and shall continue in effect through June 30, ~~2013~~2015.

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

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or legislative action, said provision shall be automatically deleted to the extent that it violated the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

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

Gadsden County Classroom  
Teachers Association

The School Board of Gadsden  
County, Florida

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

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

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

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

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

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

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

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

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

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

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

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

**INSTRUCTIONAL  
Appendix A**

2012-2013-2014

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

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**APPENDIX B**  
**SUPPLEMENTAL PAY SCHEDULE ~~2012-2013~~-2014**

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

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Appendix C

TEACHER PAY CALENDAR

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

TEACHER PAY CALENDAR FOR ~~2012-2013~~-2014

September <u>10, <del>2012</del>, 2013</u>	February <u>8, <del>2013</del>, 10, 2014</u>
October <u>10, <del>2012</del>2013</u>	March <u>8, <del>2013</del>, 10, 2014</u>
November <u>9, <del>2012</del>, 8, 2013</u>	April <u>10, <del>2013</del>2014</u>
December <u>10, <del>2012</del>2013</u>	May <u>10, <del>2013</del>, 9, 2014</u>
January <u>10, <del>2013</del>2014</u>	June <u>10, <del>2013</del>, 30, 2014</u>
	<u>June 27, 2013</u>

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**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 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):~~

<b>Recruitment</b>	
<b>Teachers</b>	<b>Instructional Coaches</b>
<del>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 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</del>	<del>An Instructional Coach 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 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</del>

<p>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>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 achieving at least 50% proficiency in</p>
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	science as measured by FCAT.
Teachers	Instructional Coaches
<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 50% proficiency in science as measured by FCAT or End of Course (EOC) performance data during the preceding school year.</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% 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</p>

	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	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 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	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 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
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<p>school's letter grade.</p> <p>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.</p> <p>Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the</p>	<p>shall receive a \$3,000 bonus within 30 days of the release of a school's letter grade.</p> <p>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</p>
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<p>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 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</p>	<p>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>
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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).

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  
\_\_\_\_\_  
Arnitta 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~~

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**Collective Bargaining Agreement**

**Between**

**The School Board of  
Gadsden County**

**and**

**The Gadsden County  
Classroom Teachers Association**

**JULY 2013 – June 2015**

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## PREAMBLE

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

### WITNESSETH:

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

## ARTICLE I RECOGNITION

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

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

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

## ARTICLE II ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The GCCTA shall be permitted use of school property, facilities and equipment in accordance with applicable provisions of Gadsden County School Board Policy.
- B. The GCCTA shall have the right to post notices of activities and matters of GCCTA concern on one bulletin board in a designated area mutually agreed upon by the president of the GCCTA and the site administrator at each school center. Only GCCTA notices authorized by the president of the GCCTA or the GCCTA building representative may be posted. Prior to the posting of each notice a copy will be given to the building principal, which shall be a prerequisite to such posting.
- C. The GCCTA shall have the right to use teacher mailboxes for official communications. Such distribution shall be in compliance with procedures agreed upon by the site administrator and GCCTA.

- D. The GCCTA Building Representative shall have the opportunity to make brief announcements to those who voluntarily remain at the end of the School Faculty meeting.
- E. Duly authorized representatives of the GCCTA shall be permitted to transact official GCCTA business on school property after making such arrangements with the building administrator provided such transaction of business does not interrupt, interfere with or disrupt school business, activities or operations, or violate any applicable law, policy, rule or regulations.
- F. The Board shall provide upon request by the GCCTA president and without charge a list of teachers including the following information: name, home address, classification, salary, step, grade level or subject area, degree, contract status, hire date, and work site name.
- G. Upon appropriate authorization by any teacher, the Board will directly deposit the teacher's entire salary into any official financial institution that provides a bank routing number. In addition, the Board will directly deposit a part or all of the teacher's salary into the Envision Credit Union.
- H. The Board shall deduct from the pay of each employee all current membership dues and uniform assessments of the GCCTA, provided that at the time of each such deduction there is in the possession of the Board a valid membership form for each such deduction, executed by the employee, in the form and according to the terms of the authorization. Such authorization shall continue year after year unless revoked by the employee. A membership form shall be provided by the GCCTA.
  - 1. Any teacher may authorize dues deduction by presenting to the Board on or before September 1 of the applicable school year a signed membership form authorizing the Board to deduct from the teacher's salary an amount certified in writing by the GCCTA to the Board, on or before September 1 of the applicable school year, as being due to the GCCTA from each member thereof as membership dues for that school year, which amount shall be evenly divisible by twelve (12) dependent upon the number of checks the teacher elected to be paid per year; or, the teacher may make such authorization by presenting said membership form to the Board after September 1 and at any time during the applicable school year, in which case the total amount to be deducted shall be a fraction of the annual dues based on the number of checks still to be issued in that year, beginning with the first check issued at least fifteen (15) calendar days after the Board's receipt of the teacher's completed membership form. Sums so deducted from the teacher's remaining salary checks shall be as nearly equal in amount as practicable. Provided, however, that any teacher whose employment begins after September 1 of the applicable school year may apply for such dues deductions, if the appropriate completed authorization form is received by the Board not later than thirty (30) days after the beginning of the teacher's employment by the Board.

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

2. All dues deductions by the Board shall be made on a monthly basis, commencing with the September pay check or, subject to the provisions of subparagraph 1 immediately preceding this subparagraph, with the paycheck issued on the earliest practicable date. All such deductions shall be remitted to the Big Bend Service Unit.
3. By presenting to the Board a signed membership form specifying the amount to be deducted from his/her salary, an employee may authorize deduction by the Board of any uniform assessment levied on her/him by the GCCTA. Such deduction will be made by the Board from the first paycheck issued to the employee at least thirty (30) calendar days after the Superintendent's receipt of said authorization.
4. The authorization of each deduction for dues or uniform assessments for the GCCTA shall be in force during the term of this Collective Bargaining Agreement, except Authorization for dues deduction is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgement of GCCTA on the Form, signed and dated, and then submit the Form to the District Payroll Office. The revocation of the authorization for dues deduction will be effective no fewer than 30 calendar days from the date of the employee's submission of the completed Dues Revocation Form to the Payroll Office.
5. The District will provide GCCTA with up to one payroll deduction slot for the purpose of deducting premiums (after tax) for companies participating in the *NEA Member Benefits* programs sponsored by GCCTA and its state and national affiliates (*FEA & NEA*) All deductions shall be made on a twelve month basis using a mutually agreeable form to be provided by GCCTA and transmitted to the common remitter(s) selected by GCCTA or its affiliates for such purpose as a single check amount to each remitter each payroll period. GCCTA will hold the Board harmless for any claims arising out of the use of these payroll deduction slots. These deductions shall not be limited or restricted to any certain number of participants by the Board.
6. The GCCTA shall indemnify and save harmless the Board and its employees from any and all claims, demands, suits, judgments, awards and costs incurred in connection with any such claim, demand or suit resulting from any action taken or omitted by the Board or its employees for the purpose of complying with the provisions of this Article.
7. If at any time during the duration of this Agreement, the GCCTA violates the anti-strike provision of Florida Law, or if there is a refusal to perform the duties of employment by any member of the GCCTA, this Article shall immediately become void and inoperative during the terms of this Agreement.
8. Legislative Committee – A legislative committee comprised of five (5) members

appointed by the GCCTA President shall be allowed three (3) days during the Legislative Session to lobby for educational concerns benefiting the Gadsden County School District.

9. Florida Education Association Delegate Assembly – The Board agrees to grant two (2) days to each elected delegate to attend the Annual Delegate Assembly of the Florida Educational Association.
  10. President’s Release Time – The President of the GCCTA or designee shall be granted ten (10) release days to conduct Association Business.
  11. Negotiations Committee. A list of members of the GCCTA Negotiations Committee shall be provided to the District’s Chief Negotiator by February 1 of each year. Up to eight (7) members of such committee shall be provided temporary duty for negotiations that are scheduled during the school day.
- I. Paid leave for GCCTA Activities – Each year of this contract, representatives of the GCCTA may be granted up to a total of ten (10) days of paid leave to conduct GCCTA business provided the following conditions are met:
1. A teacher shall provide the site administrator with a leave request form for the paid leave a minimum of forty-eight (48) hours prior to such leave.
  2. The site administrator shall approve the request for paid leave unless he/she document in writing at least 24 hours in advance that the teacher’s absence would significantly impede the operation of the work unit, under no circumstances shall leave be denied after the leave has been duly authorized and approved by the administrator.
  3. No more than two (2) teachers may be absent from any faculty on any day on such paid leave.
  4. No more than ten (10) teachers in the district may be absent on such paid leave on any day.
  5. Except for the president of the GCCTA, no teacher may be absent on paid leave for GCCTA activities for more than ten (10) days.
  6. The School Board, in conjunction with the GCCTA, shall be responsible for tracking the amount of paid leave taken for GCCTA activities.
- K. During the regular workday, the Executive Director of the Big Bend Service Unit of the Florida Education Association and/or the president of GCCTA may visit teachers at the site, provided the authorized representatives report their presence to the site administrator or his/her designee and they do not interfere with, nor disturb, normal site operations or cause the loss of instructional time. No authorized representative shall use this privilege except to conduct GCCTA business.

### ARTICLE III GRIEVANCE PROCEDURE

- A. Definitions.
1. “Grievance” shall be defined as a dispute involving the interpretation, application, or violation of a provision(s) of this contract.
  2. “Grievant” shall mean any employee or group of employees who have filed a grievance.
  3. “Day” shall mean a district workday based on the calendar approved by the

Board. The application of this provision shall not, however, result in the extension of a time period stated in this Article for more than ten (10) days.

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

extended by written agreement of the parties. Whenever illness or other incapacity of a party necessary to hear the grievance prevents his/her presence at a grievance meeting, the time limits shall be extended, by mutual consent, to such time that the party can be present. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- b. Upon failure of any administrator to provide a decision at any step, within the time limits provided in this Article, the grievant may proceed to the next step. Upon failure of the grievant to file at the next step within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step.
- c. Upon written agreement of the parties, any step in this procedure may be waived.
- d. A grievant may withdraw his/her grievance at any step but that same grievance may not be filed a second time unless it is of a continuous nature.

#### STEP I

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

#### STEP II

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

#### STEP III

If the aggrieved is not satisfied with the disposition at Step II he/she may, within ten (10) days after the answer at Step II, appeal in writing on the proper form the original grievance to the Superintendent. The Superintendent may conduct whatever investigation is necessary to make a

finding. Within twenty (20) days after the receipt of the grievance, the Superintendent shall notify the grievant as to his/her disposition of the grievance.

#### STEP IV

##### Mediation:

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

#### STEP V

##### Arbitration:

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

- f. Fees and Expenses. The losing party shall pay the fees and expenses of the arbitrator. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five (5) days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings and for paying the appearance fee of the reporter and the cost of obtaining an original transcript. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of reasonable copying expenses.

Processing.

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

ARTICLE IV  
TEACHING CONDITIONS

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

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

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

### Planning/Preparation Time

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

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

### Lunch Period

- A. Every effort shall be made to provide all teachers with a duty-free lunch period equal to the student lunch period including, but not limited to the teachers at any site may develop a plan to allow duty-free lunch using site-based decision-making. However, the final decision must remain with the site administrator. On planning days the lunch period shall be one (1) hour.
- B. The Principal of each school shall designate an area to be used for interfaculty conferences.
- C. Teachers shall report potentially unsafe facility conditions in the classroom or other school facility to their principal. The principal will investigate and make every effort to correct conditions that he/she determines to be hazardous or potentially dangerous. The principal shall reply to the concern in writing if the teacher's concern is communicated to the principal in writing.
- D. Private conference space in each school, in a classroom or other non-student-occupied area designated by the principal, shall be provided for necessary teacher conferences with parents and/or students. When a teacher needs to make a telephone call relating to school business during which confidential information will be discussed, the building administrator/designee will ensure the privacy of the call. Should a teacher find it necessary to make a long distance call, prior approval must be granted by the building administrator/designee.
- E. Observations of a teacher's class by persons other than school and/or district administrative/supervisory personnel, the Board or its designated committee or representative thereof, shall be allowed only after consent has been granted by the building principal or, in his absence, the person in charge at that time, and the teacher has

- been notified at least 24 hours in advance. The requirement that the teacher be notified at least 24 hours in advance may be waived by the teacher.
- F. A joint study committee will be formed to review site based decision-making models to include, but not limited to, issues such as duty schedules, teacher assignments, contact time, disruptions of classrooms, and dissemination of professional interest announcements. Membership on this committee shall consist of three (3) members appointed by the GCCTA and three (3) members appointed by the Superintendent. GESPA will be invited to participate. The committee shall devise its own internal working procedure. The committee shall be advisory in nature and shall submit its recommendations to the Superintendent.
- G. Compensatory time may be granted if the following provisions are met:
1. Compensatory time may be earned only for duties assigned specifically by the building administrator beyond the contractual teaching day as required or essential to the stated objectives of a course or program.
  2. Compensatory time shall not be earned for activities associated with recognized supplement positions (coaching, cheerleading, etc.), or for faculty meetings, PTO meetings, school open houses, or parent-teacher conferences.
  3. Compensatory time shall only be used on planning days, including pre and post planning days, and at the end of the regular school day after student hours, or at such other times during the regular work day that would not require the payment of a substitute. Compensatory time shall not be used during scheduled in-service training activities.
  4. Compensatory time shall be earned or taken only with the advanced approval of the building level administration as evidenced by completion of the Gadsden District Compensatory Time Approval Form.
  5. No monetary reimbursement shall be awarded for compensatory time.
  6. At the end of the teacher contract year or upon the resignation of the teacher, whichever comes first, all unused compensatory time will expire.
  7. The nature of teacher assignments beyond the normal work day, for which compensatory time will be granted, shall be determined by the site administrator in cooperation with the site-based decision-making teams. Assignments may be revised as needed.
- H. Teachers shall not be required to search students, but shall be required to report suspicious circumstances to the building administrator immediately.
- I. Teachers will be expected to exercise reasonable control, under the direction of the site administrator, of textbooks, supplies or equipment assigned to them.
- J. Within a given site, the administration shall make a reasonable effort to balance the load between teachers teaching identical courses.
- K. Teachers will be provided with supplies, textbooks, and teaching materials as deemed necessary by the site administrator to teach the courses assigned. Teachers shall not be required to purchase supplies, textbooks, materials or equipment from their personal funds.
- L. The Board agrees to make available in each school word processing and reproduction/duplicating capabilities to aid teachers in their preparation of instructional materials. Audio-visual equipment shall be made available in each school for classroom use.
- M. The Superintendent will establish a committee comprised of five (5) teachers, appointed by GCCTA, and five (5) administrators who will work as collegial parties to resolve

issues that cannot be resolved by any other means prior to the filing of a formal grievance. Either party may formally, in writing, request the Superintendent or Deputy Superintendent to convene the committee to resolve the conflict within ten (10) working days of the date of the request. The Superintendent will appoint the administrators based upon the nature of the issue and/or problem.

- N. The Superintendent will establish a committee comprised of three (3) teachers appointed by GCCTA, the president of GCCTA, and three (3) administrators appointed by the Superintendent. The committee shall be advisory in nature and devise its own internal working procedure. The committee will address the following:
1. Supplemental salary schedule to determine positions warranting supplemental pay, supplements to be paid for such positions, and duties/expectations for supplemental positions. The committee shall make a recommendation to the Superintendent.

## ARTICLE V LEAVE

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

A. Sick Leave

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

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

B. Personal Leave

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

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

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

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

D. Professional Leave

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

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

E. Temporary Duty

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

F. Leave for Jury Duty and/or Court Processes

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

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

In all of the above circumstances, when, prior to 11 a.m., the employee is dismissed or excused by the court, the employee shall promptly return to work that day.

G. Military Leave

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

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

H. Parental Leave

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

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

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

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

A. Eligibility:

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

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

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

ARTICLE VI  
TEACHER ASSESSMENT

Preamble:

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

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

of teachers in their first three years of employment), or Unsatisfactory based upon the total number of points accrued on the two measures.

Definitions:

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

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

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

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

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

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

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

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

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

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

## General Rules:

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

### A. Gadsden County Induction Program (GCIP)

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

### B. Gadsden County Teacher Evaluation Model (GCTEM)

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

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

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

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

- A score of Unsatisfactory or Developing.
- k. Outcome of the Mid-Year Evaluation:
- Initiate IAP if a score is Unsatisfactory or Developing.
  - Continue PIP if overall score is Unsatisfactory or Developing.
  - Discontinue PIP if the overall score is Effective or Highly Effective.
- l. Outcome of the Final Evaluation
1. A Category 1 teacher who receives assistance through an IAP and/or PIP and receives an Unsatisfactory or a Developing will be non-renewed.
  2. A Category 1 teacher who receives an Effective or Highly Effective, score on PRIDE will become a Category 2 teacher.

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

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

his or her teacher contract held in abeyance until the student growth portion is completed on the GCTEM.

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

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

#### All Category 3 Teachers

- a. Any Continuing Contract (CC) or Professional Service Contract (PSC) teacher will be considered to be a Category 3 teacher.
- b. Any teacher who holds a continuing contract may, but is not required to, exchange such continuing contract for a professional service contract in the same district.
- c. Prior to the Observation (Long Form), the teacher will be familiarized with the Evaluation instruments, forms and procedures.
- d. Each PSC or CC teacher will receive one performance evaluation yearly unless performance concerns are noted in which case the following procedures will apply:
  2. Category 3, Year 1 Teacher Performance Concerns

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

be afforded an independent second opinion. The teacher will have his or her teacher contract held in abeyance until the student growth portion is completed and a GCTEM final evaluation is determined.

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

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

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

#### C. Value Added/ Student Learning Gain Data

##### Methodology:

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

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

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

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

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

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

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

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

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

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

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

- D. During pre-school planning, or within the first ten days of reporting to the work site for active employment, each teacher shall be given a copy of the GCTEM Manual. This distribution shall be followed by an explanation, demonstration and discussion of the assessment process. A copy of all current teacher assessment forms shall be available upon request or on the district's website.
- E. For the purposes of teacher assessment, the principal will make at least one (1) scheduled observational visit to the teacher's classroom. The principal may make as many unscheduled visits or as many additional scheduled visits as he/she sees fit, and his/her assessment may be based on any information which may be available to him/her at the time the assessment is made.
- F. Within ten (10) school days after each such scheduled visit, the principal shall have a conference with the teacher, at which time the teacher shall receive a copy of the completed assessment form. Upon approval by the Superintendent the 10-school day time limit may be extended for extenuating circumstances or by mutual consent of the parties.
- G. Each completed assessment form for the teacher and all copies of it shall be dated and signed by the principal and the teacher, with the teacher receiving one copy. The teacher's signature indicates only that he/she has read the completed form, and not necessarily that he/she agrees with the assessment.

- H. In the event that the teacher disagrees with the written assessment of her/his performance, she/he may write her/his objections on the assessment report or attach them to the report to be placed in her/his personnel file. A teacher shall not be requested nor required to sign a blank or incomplete evaluation form.
- I. In order to assure quality teaching and learning and a fair, equitable and impartial evaluation of teacher performance the parties agree to form an appeals committee comprised of two members of the GCCTA appointed by the GCCTA president and two from the administration appointed by the Superintendent, neither party shall have any influence on the appointment of the members of the other party. The following procedures shall be followed:
1. It is the intent of the parties that the procedures listed below in the appeals process shall serve as the alternative to Steps I and II of the grievance procedure.
  2. If the employee desires, he/she has the right to request representation or represent himself/herself, but under no circumstances will GCCTA be required to represent a non-member.
  3. An employee may not be represented by an attorney or a rival union in an appeal.
  4. The site administrator or the Superintendent's designee and the union president will make every effort to obtain informal resolution of the dispute within 30 (thirty) days of the employee's evaluation. If unresolved the alleged dispute shall move to the formal appeals process.
  5. Issues appealed to the committee shall be addressed expeditiously by the committee keeping in mind the statutory time frames and shall meet and render a decision within 10 school days..
  6. The representatives of the committee shall communicate their findings in writing to the Superintendent and the union president as well as the affected employee(s) and the site administrator.
  7. Disputes not resolved at the committee level will then follow the prescribed procedures in Article III, beginning at Step III.
- J. The teacher, upon written request, shall have the right to review and reproduce the contents of the personnel file, being accompanied by a representative of the GCCTA, if desired, and in the presence of the administrator responsible for the safekeeping of such file.
- K. The personnel file of each teacher shall be open to inspection only by the School Board, the Superintendent, the principal, the teacher, and such other persons as the teacher or the Superintendent may authorize in writing, unless otherwise provided by law.
- L. The School Board shall have the right to reprimand, suspend, demote or discharge its employees for just cause. Just Cause shall be defined to mean:
1. The Board or its designees made an effort to discover if, in fact, the employee did violate or disobey a rule or order of management or did commit any of the acts referred to by Section 1012.33, Florida Statutes, prior to taking official action.
  2. The Board or its designees conducted a fair and objective investigation of the facts.
  3. The Board applied its rule and penalties uniformly and without discrimination to all employees.

4. The employee was given an opportunity to present his/her side prior to official action being taken.
5. The Board's rule or order that the employee is alleged to have violated was not arbitrary, capricious or discriminatory.
6. The Board gave the employee forewarning of the consequences or possible consequences if the employee did not obey the rule or order.
7. When determining the degree of discipline, consideration will be given to the employee's service record and the nature of the offense.

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

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

B. Vacancy and Promotion

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

C. Transfer and Reassignment

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

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

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

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

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

D. Reduction in Personnel/Layoffs

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

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

E. Involuntary Transfers

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

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

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

d. The teacher is qualified for the position in the judgment of the Superintendent.

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

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

G. Recall

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

Teachers shall be recalled in the inverse order of layoff.

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

H. Performance Issues/ Failing Schools

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

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

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

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

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

- a. be given written notice of their transfer with reason specific to their teaching or students' performance evaluation.
- b. be notified of their transferred assignment by July1 unless extenuating circumstances exist which shall include, but not be limited to, absence of student performance data, school grades, funding, and reduction in programs.

ARTICLE VIII  
TEACHER AUTHORITY AND PROTECTION

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

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

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

school personnel. It is recognized that it is the teacher's responsibility to pursue the prosecution of perpetrators of such acts as defined by Board policy.

ARTICLE IX  
GENERAL EMPLOYMENT PRACTICES

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

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

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

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

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

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

F. Teachers Voluntary Sick Leave Bank

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

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

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

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

5. Participation - Participation in the Sick Leave Bank is voluntary.
6. Utilization of Days -- Use of days from the Bank will be subject to the following conditions:
  - a. The claim must be based on a personal and catastrophic illness, injury, or accident.
  - b. Prior to eligibility, a teacher must exhaust all accumulated sick leave and other types of leave granted by the Board related to the accident, illness, or injury.
  - c. A teacher may not utilize more than sixty (60) days from the Bank without reapplication to the Committee for a further draw on the Bank. Such reapplication will be subject to all conditions that would apply to an original application.
  - d. The salary of a teacher participating in the Sick Leave Bank will be reduced by any benefits drawn from Worker's Compensation.
  - e. A teacher otherwise eligible for full disability retirement will not continue to utilize the Sick Leave Bank.
7. Abuse - Allegations of abuse of the Sick Leave Bank will be investigated by the Committee, which will submit a report of its investigation to the Board and the Association including a recommendation for appropriate action, if any. The School Board will consider the report and recommendation prior to taking such action on the matter as it deems proper.

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

#### ARTICLE X HOLIDAYS

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

#### ARTICLE XI INSURANCE

A. Board shall provide for each employee, without cost to him/her, group term life and

dental insurance. The Board will contribute for each employee no less than seventy-five percent (75%) for Capital Health Plan Insurance monthly to be applied toward payment of the single rate premium for Hospital-Medical-Surgical insurance.

- B. The Board during the life of this Agreement may at its sole option increase or decrease any and/or all of the benefits provided under this plan notifying the GCCTA of any such increase(s) or decrease(s) at least thirty (30) days in advance.
- C. An insurance committee consisting of 3 members appointed by each bargaining unit and 3 members appointed by the Superintendent shall be established to investigate insurance alternatives and make recommendations to the Board and their respective members. This committee shall convene in January of each year and shall report its findings to each party prior to the regularly scheduled March Board meeting. The committee shall be advisory in nature and devise its own internal working procedure. Should the committee not convene and make recommendations as required, the Board shall proceed, as it deems appropriate in matters relating to its insurance provisions.

## ARTICLE XII PROFESSIONAL COMPENSATION

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

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

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

Reemployment after retirement- All retirees who remain unemployed for the appropriate time as defined by law and are reemployed with the school board will be placed on the salary schedule at the beginning years of experience of their appropriate degree level. Retirees will have the ability

to move through normal step progressions for each year of service. Retirees who return to service with the school board will remain on annual contract status until their relationship with the district is severed.

For the 2013-2014 school year only, the following criteria will be used to disseminate the funds designated by the State of Florida as teacher raises. This procedure will become null and void on June 30, 2014.

1. Those employees eligible to receive the teacher raise money are those employees defined in Article II of the GCCTA contract as included in the union as well as school based administrators.
2. To be eligible to receive the teacher raise money, the employees must have been credited with serving a full year as defined in the Florida Statutes for the 2012-2013 school year and be rehired for the 2013-2014 school year on or before September 1, 2013.
3. The date certain for finalizing the list of eligible employees shall be September 1, 2013. Anyone in the eligible employment classes hired after that date will not be eligible to receive this money.
4. The current salary schedule will be used as a placement schedule for new hires that are hired after September 1, 2013.
5. A revised salary schedule will be developed for those receiving this money that will reflect the adjusted salary designations based on applying the money given by the state for teacher raises.
6. It is understood that once the number of eligible employees is confirmed required benefits will be deducted and the remainder of the allocation will be divided among eligible employees equally.

### ARTICLE XIII MISCELLANEOUS

A. This agreement shall constitute the full and complete understandings and commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement; provided, however, that nothing contained in this Agreement shall be construed to obligate either party to negotiate or bargain collectively with respect to any subject or matter whatever.

B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted to the extent that it violated the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

### ARTICLE XIV TERMINAL PAY

A. All payments made pursuant to this Article shall be subject to law and rules and regulations of the Florida State Board of Education.

B. Terminal pay for accumulated sick leave will, except as hereinafter otherwise indicated, be provided to all full-time teachers at resignation without retirement, at normal retirement, when the teacher elects to participate in the Deferred Retirement Option Program (DROP), or to the beneficiary if such service is terminated by death. The sick leave days used in calculating the amount of such terminal pay shall not include any such days earned otherwise than in full-time service of this School District. Such terminal pay shall not exceed an amount determined as follows:

1. For the individual herself/himself, upon separation from such service by resignation without retirement, PROVIDED that he/she must then have been in the full-time creditable service of this School District for at least twenty (20) years: the daily rate of pay of the individual at that time multiplied by one hundred (100) percent times the number of days of accumulated sick leave.

2. For the individual herself/himself, upon normal retirement, or DROP enrollment PROVIDED that he/she must then have been in the full-time creditable service of this School District for at least ten (10) creditable years, a sum determined by multiplying the individual's then current average daily rate of pay by her/his number of days accumulated sick leave, times a percentage figure depending on her/his number of years of such service, as hereinafter indicated:

- After the 10<sup>th</sup> year.....50%
- After the 11<sup>th</sup> year.....50%
- After the 12<sup>th</sup> year.....50%
- After the 13<sup>th</sup> year.....65%
- After the 14<sup>th</sup> year.....70%
- After the 15<sup>th</sup> year.....75%
- After the 16<sup>th</sup> year.....80%
- After the 17<sup>th</sup> year.....85%
- After the 18<sup>th</sup> year.....90%
- After the 19<sup>th</sup> year.....95%
- After the 20<sup>th</sup> year.....100%

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

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

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

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

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

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

TERM OF AGREEMENT

Subject to applicable law, rules and regulations, this Agreement shall become effective when approved and ratified by the Board and the Bargaining Unit and signed by the parties, and shall continue in effect through June 30, 2015.

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

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or legislative action, said provision shall be automatically deleted to the extent that it violated the law but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

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

Gadsden County Classroom  
Teachers Association

The School Board of Gadsden  
County, Florida

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

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

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

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

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

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

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

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

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

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

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

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

**INSTRUCTIONAL  
Appendix A**

**2013-2014**

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

**APPENDIX B**  
**SUPPLEMENTAL PAY SCHEDULE 2013-2014**

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

Appendix C

TEACHER PAY CALENDAR

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

TEACHER PAY CALENDAR FOR 2013-2014

September	10, 2013	February	10, 2014
October	10, 2013	March	10, 2014
November	8, 2013	April	10, 2014
December	10, 2013	May	9, 2014
January	10, 2014	June	30, 2014

**MEMORANDUM OF AGREEMENT**  
**The Gadsden County Classroom Teachers Association and**  
**The Gadsden County School District**

The Gadsden County Classroom Teachers Association (GCCTA) 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. The following language articles will be incorporated into the 2013-2015 Contract:

Salaries

All eligible teachers hired prior to September 1, 2013 and reemployed for the 2013-2014 school year, and who received a teacher evaluation rating of effective or higher, will receive a salary adjustment of One Thousand Nine Hundred Dollars (\$1,900.00). Eligible teachers who receive a teacher evaluation rating of "needs improvement/developing" shall receive a **one time bonus of Five Hundred Dollars (\$500.00)**.

**Should any provision of this Agreement be declared as an unfunded mandate from the Florida Legislature and that the state fails to provide funding for salary increases in a manner similar to and as intended in the Teacher Allocation fund from the 2013 Legislative Session, the District and bargaining unit members of GCCTA will be held harmless. In conjunction with such implementation of the Teacher Allocation fund, both parties mutually agree to commence negotiations immediately to develop a new salary structure for the 2014-2015 school year in compliance with state law and based on available funds.**

Contract Language

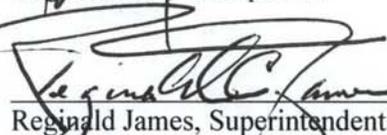
The following Articles will be incorporated into the 2013-2015 Contract:

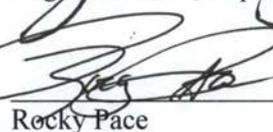
Article II	Article IV
Article V	Article XII
Term of Agreement	

This Memorandum of Agreement shall expire June 30, 2015.

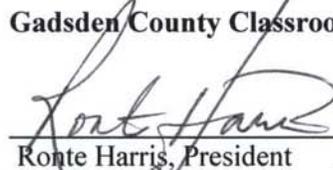
**Gadsden County School District**

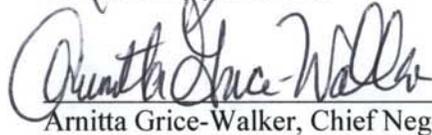
  
Roger Milton, Chairperson      11/25/13  
Date

  
Reginald James, Superintendent      11/25/13  
Date

  
Rocky Pace      11/25/13  
Date

**Gadsden County Classroom Teachers Association**

  
Ronette Harris, President      11/25/13  
Date

  
Arnitta Grice-Walker, Chief Negotiator      11/26/13  
Date

  
Michael Monroe, Director BBSU      11/25/13  
Date

  
Paul Burdette, Regional Specialist FEA      11/25/13  
Date

*RW Smith*

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: January 28, 2014

TITLE OF AGENDA ITEM: Agreement between Gadsden County School District and Alternatives Unlimited, Inc.

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Presently, there is a contract between Gadsden School Board and Alternatives Unlimited as of September 10, 2013. Information regarding communication between Alternatives Unlimited and Catapult Learning, LLC. is presented to the School Board for discussion and action.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: *RW* Rosalyn W. Smith

POSITION: Deputy Superintendent

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:



January 14, 2014

Mr. Reginald C. James,  
Superintendent  
Gadsden County School District  
35 Martin Luther King Blvd.  
Quincy, Florida 32351

Re: Agreement between Gadsden County School District and Alternatives Unlimited, Inc. effective September 10, 2013 (the "Contract")

Mr. James:

Per our conversation, I am writing to notify Gadsden County School District (the "District"), that Alternatives Unlimited, Inc. ("AU") and its shareholders are in advanced discussions with Catapult Learning, LLC ("Catapult") in connection with a proposed transaction in which Catapult would agree to acquire the assets of AU's "Drop Back In" division subject to the terms and conditions of an Asset Purchase Agreement (the "Acquisition"). The parties intend to consummate this transaction as quickly as possible on a date to be determined. The Acquisition contemplates the sale, assignment and transfer (the "Assignment") from AU to Catapult of all of AU's right, title and interest in, to and under the Contract effective upon the closing of the Acquisition (the "Closing").

By executing this Consent to Assignment, the District hereby agrees and consents to the Assignment, and that the Assignment will not cause the termination of the Contract and that Catapult will succeed to and assume the rights and obligations of AU under the Contract effective on and after the Closing.

This Consent to Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Please kindly have an authorized individual execute this letter, and return one original to me via email [jsullivan@auschool.net](mailto:jsullivan@auschool.net) or fax 410-323-6347. Due to the timing of the Acquisition, we would be very appreciative if you could return the signed letter to me by January 15, 2014.

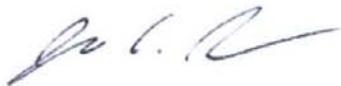
w w w . a l t e r n a t i v e s u n l i m i t e d . c o m

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4804 York Road, Baltimore, MD 21212 Phone: 410-323-0689 Fax: 410-323-6347

Thank you for your attention to this matter. If you have any questions,  
please contact me at 410-323-0689 or 443-570-0396

Sincerely,



John Sullivan,  
Chief Operating Officer  
Alternatives Unlimited

Agreed and acknowledged as of the \_\_\_\_\_ day of January, 2014:

Gadsden County School District

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

[www.alternativesunlimited.com](http://www.alternativesunlimited.com)

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4804 York Road, Baltimore, MD 21212 Phone: 410-323-0689 Fax: 410-323-6347