

AGENDA

SPECIAL SCHOOL BOARD MEETING

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

June 17, 2013

9:00 A.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER

ITEMS FOR CONSENT

2. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) **SEE PAGE #2**

a. Personnel 2012 – 2013

ACTION REQUESTED: The Superintendent recommends approval.

b. Personnel 2013 – 2014

ACTION REQUESTED: The Superintendent recommends approval.

3. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

a. Approval of 2012 – 2013 GCCTA Contract, 2012 -2013 GESPA Contract and Letter of Understanding for Common Core Standards Training
SEE PAGE #7

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

4. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

5. SCHOOL BOARD REQUESTS AND CONCERNS

6. ADJOURNMENT

The School Board of Gadsden County



"Building A Brighter Future"

Reginald C. James
SUPERINTENDENT
OF SCHOOLS

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

June 17, 2013

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 2A Instructional and Non-Instructional Personnel 2012/2013
Item 2B Instructional Personnel 2013-2014

The following reflects the total number of full-time employees in this school district for the 2012/2013 school term, as of June 17, 2013.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees June 2013</u>
Classroom Teachers and Other Certified Administrators	120 & 130	439.65
Non-Instructional	110	48.75
	150, 160, & 170	411.00
		899.40

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 2A, INSTRUCTIONAL AND NON INSTRUCTIONAL PERSONNEL 2012/2013**NON INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Trombley, Calvin	ETO	ETO Program Specialist	06/05/2013

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Garcia, Mayra	GWM	Secretary	06/20/2013
Masterson, Rebecca	GWM	Teacher	06/05/2013
Porter, Bridget	WGHS	Teacher	06/05/2013
Sanders, Chasity	CES	Teacher	06/05/2013

RETIREMENTS

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Davis, Renae	SSES	Teacher	06/05/2013
Dudley, Jaron	WGHS	Teacher	06/30/2013
Helms, Brenda	GEMS	Teacher	06/05/2013
Lawson, Sandra	HES	Teacher	06/05/2013
Spencer, Remel	EGHS	Custodial Asst.	06/21/2013

D.R.O.P. RETIREMENTS

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Paul, Sharon	CPA	Teacher	07/31/2013
Rentz, Ronald	JASMS	Teacher	07/31/2013

AGENDA 2B INSTRUCTIONAL AND NON INSTRUCTIONAL PERSONNEL 2013-2014**TRANSFERS**

<u>Name</u>	<u>Location/Position</u> <u>Transferring From</u>	<u>Location/Position</u> <u>Transferring To</u>	<u>Effective Date</u>
Jackson, Delshauna	GRES/Principal	HMS/Principal	07/01/2013
Jackson, Willie	HMS/Principal	HES/Principal	07/01/2013
Kirkland, Earnest	JASMS/Principal	WGHS/Asst. Principal	07/01/2013
Stokes, Maurice	Parent Services/Parent Ed Spec	SJES/Principal	07/01/2013
Dixon, Abbye	GBES/Asst. Principal	SJES/Asst. Principal	07/01/2013
Starling, Erica	GEMS/Principal	GWM/Principal	07/01/2013
Davis, Allysun	SJES/Principal	Drop Out Prevention Coord.	07/01/2013
Franklin, Michael	WGHS/Asst. Principal	GRES/Interim Principal	07/01/2013
Lewis, Joe	Transportation/Director	EGHS/Asst. Principal	07/01/2013
Jackson, Hilda	GWM/Principal	GEMS/Principal	07/01/2013

Non-Instructional

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Gay, Gerald	Transportation	Director	07/01/2013
Wiggins, Sheantika	Media & Technology	Director	07/01/2013

PROFESSIONAL SERVICES

Boykin, Kathryn
 Brown, Germaine
 Chandler, Cedric
 Hairston, Tunisha
 Jenkins, Robin
 Key, Elijah
 Walker, Annette
 Walker, Faybrena
 Pamela Jones (correction-went to May 28, 2013 as Pamela James)

ANNUAL CONTRACT

Akins, Jamarr	Gordon, Shakilla	Pontius, Candace
Ali, Rosita	Gossett, Amanda	Pruitt, Shonda
Allen, Anita	Green, Carolyn	Reilly, Noreen
Allen, May	Green, Charles	Richardson, Natasha
Allen, Virginia	Hagar, Samantha	Robinson, Laquitta
Aviles, Lydia	Harley, Angelina	Robinson, Shanterria
Bailey, Essence	Henry, Clara	Rora, Dominique
Bailey, Latrisa	Henry, Lakisha	Rowan, Megan
Baker, Sharita	Hilbig, Kimberly	Ruscher, Candace
Barnes, Andre'	Hill, Baleasa	Rumph, Tameka
Bell, Mary	Hills, Kecia	Sailor, Dailyn
Black, Doris	Hinson, Ruth	Sailor, Jasmine
Boutwell, Mary	Holt, Wendy	Sanger, Corelia
Bragg, Sarah	Holton, Amelia	Sarpong, Akua
Brock, Leon	Howard, Darrell	Savage, Heather
Burney, Charles	Hughes, Katanga	Scales, Ricardo
Burns, Patricia	Hussein, Frederic	Sea, Roosevelt
Buscaino, Miraflor	Ivery, Cherkieza	Shaw, Tammy
Bush, Daisy	Jackson, Michelle	Simmons, Venetta
Calhoun, Teresita	Jackson, Sheila	Slinker, Judith
Campbell, Cedrick	James, Alexander	Soltes, Glenn
Castaneda, Gloria	Jessie, Kendra	Stafford, Juanita
Chambers, Bershaun	Johnson, Gregory	Starks, Tammy
Champagne, Tracy	Johnson, Shawntara	Stephens, Douglas
Christopher, Jeffrey	Jordon, Peter	Taylor, Patricia
Cineus, Shunteen	Knight, Dwan	Thomas, Dale
Collins, Rosalyn	Knight, Maurine	Thomas, Tarrie
Conyers, Andrika	Kunkler, Patricia	Thomas, Whitney
Copeland, Robert	Lewis, Joycelyn	Thro, William
Cotton, Talia	Lewis, Miranda	Tolbert, Stephanie
Daigle, Alicia	Lightfoot, Erica	Trumpler, Felecia
Dallas, Kathrine	Love, Crystal	Weaver, Cindy
Daniels, Andrea	Loyd, Maria	West, Mashayla
Dawson, Lydia	Lynch, Jeremy	West-Chestnut, Carmisha
Davis, Annamarie	Manion, Bufford	Wideman, Claudette
Davis, Clinnette	Manely, Stacy	Wiggins, Mellany
Dela Cruz, Arnel	Martin, Charlene	Williams, Alondrea
Dickey, Shelia	Mason, Brenda	Williams, Byron
Easley, Kaslisa	Matos, Josue	Williams, Eddie
Fabie, Monica	McCloud, Blossie	Williams, Justina
Fischer, Kacie	McIntosh, Ashley	Williams, Kristina
Flores, Melvin	McKinnon, Betty	Wilson, Jonathan
Forehand, Reginald	McNeal, Kimberly	Wilson-Lewis, Sonja
Formman, Keyshanara	Mills, Pamela	Wynn, Ja'Nay
Gaines, Alicia	Moody, Cheryl	Wilkerson, Kristina
Galloway, Shelia	Moore, Laci	York, Clarissa
Gardiner, Grace	Murphy, Sallie	<u>PART TIME</u>
Gee, Wendy	Murray, Wanda	McDonald, Glenda
Germany, Christopher	Narvaez, Neriza	
Green, Jeanette	Nelson, Rena	
Gholson, Barbara	Nia, Tia	
	Perkins, Sophia	

District Personnel**Permanent**

Bronson, Margaret
 Farlin, Anthony
 Francis, Lealer
 Johns, Peggy

Location

ESE
 Media/Technology
 ESE
 Finance

Position

Secretary
 Technician
 Secretary
 Receptionist

District Personnel**Annual**

Akins, Cedric
 Alday, Shirley
 Anderson, Millie
 Beamon, Patricia
 Black, Rutha
 Bridges-Bright, Gail
 Brown-Byrd, Stephanie
 Bulger, Sharon
 Byrd, Lakeisha
 Cherry, Avondika
 Daniels, Anitria
 Davis, Mary
 Davis, Melanie
 Ellison, Cheryl
 Engling, Diana
 Fonticoba, Damaris
 Francis, Carolyn
 Geathers, Amanda
 Griffin-Rittman, Benita
 Hannah, Denise
 Harris, Kesandra
 Henry, Felita
 Hinson, Doris
 Howell, Amy
 Jackson, Rolanda
 James, Bruce
 Kent, Joseph
 Kimble, Joann
 Marshall Ethel
 Mathew-Nelloms, Dionne
 Martin, Dana
 McCall, Wanda
 McGriff-West, Anna
 Mills, Cynthia
 Milton, Paula
 Palmer, Caroline
 Perkins, Kimberly
 Robinson, Dominga
 Robinson, Sandra
 Salais, Lorianne
 Sapp, Angela
 Stevens, James
 Stokes, Lillie
 Suber, Angela
 Taylor, Michelle
 Thomas, Jeannette
 Tillman, Montoyia
 Ward, Kristy
 Williams, Justina
 Youmans, Darlean

Location

Media and Technology
 Business and Finance
 ESE
 Media/Technology
 Media/Technology
 ETO
 Business and Finance
 Personnel
 ESE
 ESE
 ESE
 Administration
 School Food Service
 Administration
 Business and Finance
 ESE
 ETO
 ESE
 ESE
 ESE
 Parent Services
 ESE
 ESE
 ETO
 Business and Finance
 Parent Services
 Business and Finance
 Media/Technology
 Federal Programs
 Media/Technology
 ETO
 Federal Programs
 Business and Finance
 Business and Finance
 ESE
 School Food Service
 Media/Technology
 ESE
 Staff Development
 Personnel
 ETO
 Instructional K-12
 Business and Finance
 ETO
 ESE
 Media & Technology
 Federal Programs
 Federal Program
 ESE
 ESE
 Media/Technology

Position

Technician
 Account Clerk
 Program Specialist
 Administrative Assistant
 Programmer
 ETO Program Specialist
 Account Clerk
 Secretary, Staff Development
 School Psychologist
 Program Specialist
 Staff Assistant
 Administrative Assistant
 Coordinator, SFS
 Administrative Assistant
 Account Clerk
 School Psychologist
 ETO Program Specialist
 School Psychologist
 Program Specialist
 Volunteer Coordinator
 Program Specialist
 School Psychologist
 ETO Program Specialist
 Personnel Specialist
 Visiting Teacher
 Inventory Control Specialist
 System Support Specialist
 Program Assistant
 Electronics, Media
 ETO Program Specialist
 Administrative Assistant
 Account Clerk
 Account Clerk
 Visiting Teacher
 Coordinator, SFS
 System Support Specialist
 Physical Therapist
 Staff Development Assistant
 Human Resources Specialist
 Bilingual Staff Assistant
 Coordinator, Race to the Top
 Custodian
 ETO Program Specialist
 Computer Operator
 Technology Training Specialist
 Program Specialist
 Inventory Intake Specialist
 Program Specialist
 Speech/Language Pathologist
 Coordinator, Technology

PART-TIME

Hall, Laurie

Administration

Beckwith, Shaia
 Bulger, Evonski
 Clary, Curlie
 Davis, Allysun
 Denson, Valencia
 Dixon, Abbye
 Dowdell, Keith
 Franklin, Michael
 Frazier-Lee-Larhonda
 Harden, Carolyn
 Hightower, Pink
 Hopkins, Beatrice
 Jackson, Delshuana
 Jackson, Hilda
 Jackson, Sylvia
 Jackson, Willie
 King, Melanie
 Kirkland, Earnest
 Lewis, Joe
 Peterson, Ronald
 Pitts, Stephen
 Pouncey, Kathryn
 Rackley, Debra
 Raynak, Rose
 Richardson, Curtis
 Robinson, Lisa
 Sapp, Angela
 Shepard, Robert
 Smith, Rosalyn
 Starling, Erica
 Stokes, Maurice
 Thomas, Kimball
 Thomas, Sharon
 Walker, Ida
 Williams, Iris
 Williams, Marshall
 Williams, Parrish
 Wood, Bonnie
 West, Pauline
 Wynn-Viegbesie, Diane

Location

Administration
 Gadsden Technical Institute
 Stewart Street Elementary
 District
 Chattahoochee Ele. School
 St. John Elementary School
 Carter-Parramore Academy
 Gretna Elementary School
 Gretna Elementary School
 Head Start/Pre-K
 Personnel
 District
 Havana Middle School
 Gadsden Elementary Magnet
 Administration
 Havana Elementary School
 Business and Finance
 West Gadsden High School
 East Gadsden High School
 East Gadsden High School
 Greensboro Elementary School
 ESOL
 Gadsden Technical Institute
 Federal Programs
 Instructional K-12
 Stewart Street Elementary School
 Instructional K-12
 Facilities
 Administration
 George W. Munroe Ele. School
 St. John Elementary School
 East Gadsden High School
 ESE
 West Gadsden High School
 Havana Elementary School
 District
 George W. Munroe Elementary
 Business and Finance
 Carter-Parramore Academy
 James A. Shanks Middle

Position

Coordinator, Info. Services
 Assistant Principal
 Assistant Principal
 DOP Coordinator
 Principal
 Assistant Principal
 Assistant Principal
 Principal Interim
 Assistant Principal
 Coordinator
 Director, Personnel/ Staff Development
 Director, Americorps
 Principal
 Principal
 Director, Ele. & Secondary Ed.
 Principal
 Assistant Comptroller
 Assistant Principal
 Asst. Principal
 Assistant Principal
 Principal
 Program Specialist
 Director, Voc. Ed, Adult Ed.
 Director
 Coordinator, Race to the Top
 Principal
 Coordinator, Race to the Top-Science
 Director, Facilities
 Deputy Supt, Academic Services
 Principal
 Principal
 Principal
 Director, ESE
 Principal
 Assistant Principal
 21st Century Coordinator
 Assistant Principal
 Assistant Superintendent
 Principal
 Assistant Principal

Rob Smith

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3a

DATE OF SCHOOL BOARD MEETING: June 17, 2013

TITLE OF AGENDA ITEM: Approval of 2012-2013 GCCTA Contract, 2012-2013 GESPA Contract and Letter of Understanding for Common Core Standards Training.

DIVISION:


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

PURPOSE AND SUMMARY OF ITEM:

Approval is requested of the Collective Bargaining Contracts for the 2012-2013 Gadsden County Classroom Teacher Association and Gadsden Educational Staff Professional Association and the Letter of Understanding for Common Core Standards Training to be held July 29 – August 2, 2013.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Rocky Pace 

POSITION: Chief Negotiator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

Collective Bargaining Agreement

Between

**The School Board of
Gadsden County**

and

**The Gadsden County
Classroom Teachers Association**

**JULY ~~2008~~2012 – June ~~2011~~2013
~~With all Revisions~~**

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE I Recognition	43 43
ARTICLE II Association Rights and Responsibilities	53 53
ARTICLE III Grievance Procedure	97 97
ARTICLE IV Teaching Conditions	13 10
ARTICLE V Leave	16 13
ARTICLE VI Teacher Assessment	20 16
ARTICLE VII Vacancy and Promotion, Transfer and Reassignment and Reduction in Force	22 26
ARTICLE VIII Teacher Authority and Protection	24 30
ARTICLE IX General Employment Practices	25 31
ARTICLE X Holidays	28 33
ARTICLE XI Insurance	29 34
ARTICLE XII Professional Compensation	30 34
ARTICLE XIII Miscellaneous	31 35
ARTICLE XIV Terminal Pay	32 35
TERM OF AGREEMENT	34 38
APPENDIX A Salary	35 39
APPENDIX B Salary Supplements	36 40
APPENDIX C Teacher Pay Calendar	37 41
<u>APPENDIX D School Improvement Grant Memo of Understanding</u>	<u>42</u>

PREAMBLE

This Agreement, entered into this ____ day of _____ ~~2009~~2013, 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 10 of the applicable school year a signed membership form authorizing the Board to deduct from the teacher's salary an amount certified in

writing by the GCCTA to the Board, on or before September 1 of the applicable school year, as being due to the GCCTA from each member thereof as membership dues for that school year, which amount shall be evenly divisible by twelve (12) dependent upon the number of checks the teacher elected to be paid per year; or, the teacher may make such authorization by presenting said membership form to the Board after September 10 and at any time during the applicable school year, in which case the total amount to be deducted shall be a fraction of the annual dues based on the number of checks still to be issued in that year, beginning with the first check issued at least fifteen (15) calendar days after the Board's receipt of the teacher's completed membership form. Sums so deducted from the teacher's remaining salary checks shall be as nearly equal in amount as practicable. Provided, however, that any teacher whose employment begins after September 10 of the applicable school year may apply for such dues deductions, if the appropriate completed authorization form is received by the Board not later than thirty (30) days after the beginning of the teacher's employment by the Board.

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

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

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

6. The GCCTA shall indemnify and save harmless the Board and its employees from 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.
- J. 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. Reasonable efforts shall be made to provide all teachers with a duty-free lunch period equal to the student lunch period. On planning days the lunch period shall be one (1) hour.
- B. The Principal of each school shall designate an area to be used for interfaculty conferences.

- C. Teachers shall report potentially unsafe facility conditions in the classroom or other school facility to their principal. The principal will investigate and make every effort to correct conditions that he/she determines to be hazardous or potentially dangerous. The principal shall reply to the concern in writing if the teacher's concern is communicated to the principal in writing.
- D. Private conference space in each school, in a classroom or other non-student-occupied area designated by the principal, shall be provided for necessary teacher conferences with parents and/or students. When a teacher needs to make a telephone call relating to school business during which confidential information will be discussed, the building administrator/designee will ensure the privacy of the call. Should a teacher find it necessary to make a long distance call, prior approval must be granted by the building administrator/designee.
- E. Observations of a teacher's class by persons other than school and/or district administrative/supervisory personnel, the Board or its designated committee or representative thereof, shall be allowed only after consent has been granted by the building principal or, in his absence, the person in charge at that time, and the teacher has been notified at least 24 hours in advance. The requirement that the teacher be notified at least 24 hours in advance may be waived by the teacher.
- F. A joint study committee will be formed to review site based decision-making models to include, but not limited to, issues such as duty schedules, teacher assignments, contact time, disruptions of classrooms, and dissemination of professional interest announcements. Membership on this committee shall consist of three (3) members appointed by the GCCTA and three (3) members appointed by the Superintendent. GESPA will be invited to participate. The committee shall devise its own internal working procedure. The committee shall be advisory in nature and shall submit its recommendations to the Superintendent.
- G. Compensatory time may be granted if the following provisions are met:
 1. Compensatory time may be earned only for duties assigned specifically by the building administrator beyond the contractual teaching day as required or essential to the stated objectives of a course or program.
 2. Compensatory time shall not be earned for activities associated with recognized supplement positions (coaching, cheerleading, etc.), or for faculty meetings, PTO meetings, school open houses, or parent-teacher conferences.
 3. Compensatory time shall only be used on planning days, including pre and post planning days, and at the end of the regular school day after student hours, or at such other times during the regular work day that would not require the payment of a substitute. Compensatory time shall not be used during scheduled in-service training activities.
 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 authorize his or her spouse, child, parent, or sibling who is also a district employee to use her/his sick leave that has accrued to the authorizing employee, provided that the recipient has depleted all of his or her sick leave. Donated sick leave shall have no terminal pay value to the recipient.

B. Personal Leave

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

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

Any teacher shall be entitled to illness-in-line-of-duty-leave when he/she has to be absent from her/his duties because of illness from any contagious or infectious disease contracted therein. Illness-in-line-of-duty-leave is intended to deal with the illnesses normally known as childhood diseases; such as mumps, measles, and chicken pox. This

leave does not include normal adult illnesses such as colds and influenza. Any teacher requesting such leave shall provide proof, when so requested, that illness was contracted while discharging her/his duties as such employee. Such leave may be authorized for a total of not over ten (10) days during any school year, subject to the provisions of 1012.63 (1)

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.

BE. 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.

EF. 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.

DG. 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.

FH. 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.

- | HK. 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.

- | HL. 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:

LAYOFFS Pursuant to Florida Statute Section 1012.33(5), within the

1. 1. — The School Board shall determine the program areas, subject areas in secondary schools, positions in elementary schools, or other positions in which the reduction shall take place, the 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. 2. — The School Board will place continuing contract personnel. 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 positions held by annual contract personnel for which the continuing contract 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 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.

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 Work place 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 ~~Three Hundred Fifty Five Dollars and Fifty One cents (\$355.51) for Blue Cross Blue Shield (Employee contribution \$137.98) and Three Hundred Twenty One Dollars and Seventy Four cents (321.74) for Capital Health Plan (Employee contribution \$107.38)~~ 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 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 (1/2) of the duty days in that year. PROVIDED, HOWEVER, that each vocational teacher or other teacher qualifying for certification on the basis of nonacademic preparation may substitute for professional educational employment experience as above described, and subject to all applicable conditions hereinbefore set out, duly verified successful full-time paid work experience in the specific vocational field covered by her/his teaching certificate. In the computation of such work experience, any amount of such work experience totaling more than six (6) months and occurring within the same twelve-month period shall be counted as one year.

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

-ARTICLE XIII

MISCELLANEOUS

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

ARTICLE XIV

TERMINAL PAY

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

- B. Terminal pay for accumulated sick leave will, except as hereinafter otherwise indicated, be provided to all full-time teachers at resignation without retirement, at normal retirement, when the teacher elects to participate in the Deferred Retirement Option 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 10th year.....50%
 - After the 11th year.....50%
 - After the 12th year.....50%
 - After the 13th year.....65%
 - After the 14th year.....70%
 - After the 15th year.....75%
 - After the 16th year.....80%
 - After the 17th year.....85%
 - After the 18th year.....90%
 - After the 19th year.....95%
 - After the 20th year.....100%
 - 3. For the beneficiary, upon the death of the individual in the service of this School District, a sum determined by multiplying the decedent's then current average daily rate of pay by her/his number of days of accumulated sick leave, times a percentage figure depending on her/his number of years of such service, as hereinafter indicated:
 - During the first 3 years.....35%
 - During the next 3 years.....40%
 - During the next 3 years.....45%
 - During the next 3 years.....50%

- During the 13th year.....60%
- During the 14th year.....65%
- During the 15th year.....70%
- During the 16th year.....75%
- During the 17th year.....80%
- During the 18th year.....85%
- During the 19th year.....90%
- During the 20th year.....95%
- During and after the 21st year.....100%

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

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

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

- C. "Normal retirement", as used in this Article, shall mean retirement as defined in subsection 231.40(2), Florida Statutes, 1979.

- D. Terminal pay for accumulated sick leave paid to any person pursuant to this Article XV shall totally replace and be in lieu of any and all payments to which the recipient might otherwise be entitled pursuant to any rule or other provision by the Board relating to terminal pay for accumulated sick leave.

-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, ~~2011~~2013.

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

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

Gadsden County Classroom
Teachers Association

The School Board of Gadsden
County, Florida

By: _____

By: _____

GCCTA President

Chairperson

Date: _____

Date: _____

By: _____

By: _____

Negotiator

Big Bend Executive Director

Superintendent of Schools

Date: _____

Date: _____

By: _____

By: _____

District Negotiator

GCCTA Negotiations Chair

By: _____

By: _____

Date: _____

Date: _____

**INSTRUCTIONAL
Appendix A**

~~2010-2011~~
2012-2013

STEP	BACHELORS/ VOCATIONAL	MASTERS	SPECIALIST IN EDUCATION	PHD
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 ~~2010-2011~~2012-2013

POSITION	ACTIVITY	% of B-0	09-10
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%
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 ~~2009-2010~~

2012-2013

September ~~11, 2009~~ 10, 2012
October ~~9, 2009~~ 10, 2012
November ~~13, 2009~~ 9, 2012
December ~~11, 2009~~ 10, 2012
January ~~8, 2010~~ 10, 2013

February ~~12, 2010~~ 8, 2013
March ~~12, 2010~~ 8, 2013
April ~~9, 2010~~ 10, 2013
May ~~14, 2010~~ 10, 2013
June ~~11, 2010~~ 10, 2013
June 27, 2013

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):

<u>Recruitment</u>	
<u>Teachers</u>	<u>Instructional Coaches</u>
<u>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 reading and/or mathematics performance data. If appointed to</u>	<u>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 Instructional Coach must possess a documented history of 65% or higher learning gains in reading or mathematics as measured by</u>

<p><u>teach science, the Teacher must have a documented history of 50% proficiency in science as measured by FCAT.</u></p>	<p><u>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 science as measured by FCAT.</u></p>
<p style="text-align: center;"><u>Teachers</u></p>	<p style="text-align: center;"><u>Instructional Coaches</u></p>
<p><u>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.</u></p>	<p><u>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 measured by FCAT or End-of-Course (EOC) performance during the preceding school year.</u></p>

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	
<u>Teachers</u>	<u>Instructional Coaches</u>
<p><u>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 school's letter grade.</u></p> <p><u>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.</u></p> <p><u>Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End-of-Course (EOC) shall receive a \$500 bonus within 30 days of the release of a school's letter grade if at least 50% of tested students achieve proficiency (i.e., Level 3 or higher). Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End-of-Course (EOC) shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade if at least 60% of tested students achieve proficiency (i.e., Level 3</u></p>	<p><u>Mathematics Coaches at SIG schools who have at least 60% of their assigned teachers make 65% or higher learning gains in mathematics as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade. Mathematics Coaches at SIG schools who have at least 70% of their assigned teachers make 65% or higher learning gains in mathematics as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$2,000 bonus within 30 days of the release of a school's letter grade. Mathematics Coaches at SIG schools who have at least 80% of their assigned teachers make 65% or higher learning gains in mathematics as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$3,000 bonus within 30 days of the release of a school's letter grade.</u></p> <p><u>Science Coaches at SIG schools who have at least 60% of their assigned teachers achieve 50% proficiency in science as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade. Science Coaches at SIG schools who have at least 70% of their assigned teachers achieve 50% proficiency in science as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$2,000 bonus within 30 days of the release of a school's letter grade. Science Coaches at SIG schools who have at least 80% of their assigned teachers achieve 50% proficiency in science as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$3,000 bonus within 30 days of the release of a school's letter grade.</u></p>

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 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

Arnitte 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

COLLECTIVE BARGAINING

BETWEEN

**The School Board of
Gadsden County**

And

**Gadsden Educational Staff
Professional Association**

~~2011-2012~~-2013 Contract

TABLE OF CONTENTS

ARTICLE I - Recognition	3
ARTICLE II - Negotiation Procedures.....	4 3
ARTICLE III - Grievance Procedure.....	5 4
ARTICLE IV -Association Rights and Responsibilities.....	10 9
ARTICLE V - Employee Rights, Protection and responsibilities.....	15 13
ARTICLE VI - Leave.....	18 15
ARTICLE VII - Performance Appraisal.....	25 23
ARTICLE VIII – Transfer and Reassignment, Layoff and Recall.....	27 24
ARTICLE IX - General Employment Practices.....	30 27
ARTICLE X - Employee Discipline and Personnel Files.....	31 28
ARTICLE XI - Insurance.....	37 33
ARTICLE XII - Hours and Working Conditions.....	38 33
ARTICLE XIII - Terminal Pay.....	42 37
ARTICLE XIV - Professional Compensation.....	44 39
ARTICLE XV - Amendment and Duration.....	46 40
APPENDIX A - Salary Schedule Guide to positions.....	48 42
APPENDIX A – Non-Instructional Salary Schedule.....	
— 50.....	44
ADDENDUM <u>APPENDIX B- SIG</u> Memorandum of Understanding	
.....	51 45

ARTICLE I RECOGNITION

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

ARTICLE II NEGOTIATION PROCEDURE

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

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions.

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

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

C. Resort to Other Procedures.

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

D. Representation and Appearances.

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

E. Formal Grievance Procedure.

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

STEP 1

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

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

STEP II

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

STEP III

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

STEP IV

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

Step V

7. Arbitration

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

scheduling a stenotype reporter to record the proceedings and for paying the appearance fee of the reporter and the cost of obtaining an original transcript. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of reasonable copying expenses.

8. Processing.

- a. The site administrator shall refuse consideration of a grievance not filed or processed in accordance with this Article.
- b. If a grievance arises as the result of a condition that the immediate supervisor is without jurisdiction to resolve, the grievance shall be filed at Step II after discussing such filing with the Superintendent's designee.

9. Precedent – No complaint informally resolved, or grievance resolved at either Step I or II, shall constitute a precedent for any purpose unless agreed to in writing by the Board and GESPA.

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

ARTICLE IV ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

- E. The Board shall deduct from the pay of each employee all current membership dues and uniform assessments of the GESPA, provided that at the time of each such deduction there is in the possession of the Board a valid signed membership form provided by GESPA for each such deduction, executed by the employee, in the form and according to the terms of the membership form. Membership shall continue year after year unless revoked by the employee. Authorization for dues revocation is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgement of GESPA on the Form, signed and dated, and then submit the form to the District Payroll Office. The revocation of the authorization for dues deduction will be effective at the beginning of the pay period no fewer than 30 calendar days from the date of the employee's submission of the completed Dues Revocation Form to the Payroll Office.
1. Any employee may authorize dues deduction by presenting to the Board on or before September 10 of the applicable school year a signed membership form authorizing the Board to deduct from the employee's salary an amount certified in writing by the GESPA to the Board, on or before September 1 of the applicable school year, as being due to the GESPA from each member thereof as membership dues for that fiscal year, which amount shall be evenly divisible by ten (10) and deducted monthly beginning with the September pay check and continuing consecutively until ten (10) deductions have been made presenting said membership form to the Board after September 10 and at the time during the applicable school year, in which case the total amount to be deducted shall be a fraction of the annual dues based on the number of checks still to be issued in that year, beginning with the first check issued at least fifteen (15) calendar days after the Board's receipt of the employee's completed membership form. Sums so deducted from the employee's remaining salary checks shall be as nearly equal in amount as practicable. Provided, however that any employee whose employment begins after September 10 of the applicable school year may apply for such dues deduction, if the appropriate completed membership form is received by the Board not later than thirty (30) days after the beginning of the employee's employment by the Board. All such deductions and remittances by the school board shall be made in accordance with stipulations established by the Board or the Superintendent of Schools and remitted to the Big Bend Service Unit.
 2. The District will provide GESPA with one payroll deduction slot for the purpose of deducting premiums (after tax) for companies participating in the benefits programs sponsored by GESPA through the NEA Member Benefits Program. All deductions shall be made on a twelve month basis using a mutually agreeable form to be provided by GESPA and transmitted to the common remitter selected by GESPA or its affiliates for such purpose as a single check amount to the remitter each payroll period. GESPA will hold the Board harmless for any claims arising out of the use of these payroll deduction slots. These deductions shall not be limited or restricted to any certain number of participants by the Board.

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

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

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

H. Temporary Duty for GESPA Activities

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

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

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

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

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

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

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ARTICLE V EMPLOYEE RIGHTS, PROTECTION AND RESPONSIBILITIES

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

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

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

- K. The Board will repair or reimburse employees the current value of any clothing or other personal property damaged or destroyed as a result of battery upon the employee suffered in the course of his/her assigned duties, unless such loss is covered by insurance or reimbursement obtained from other sources. Written requests for reimbursement may be submitted to the employee's immediate supervisor. Such requests shall be governed by procedures developed by the Board.

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

ARTICLE VI LEAVE

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

A. Sick Leave

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

B. Personal Leave

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

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

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

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

D. Temporary Duty

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

E. Leave for Jury Duty and/or Court Processes

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

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

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

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

F. Military Leave

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

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

G. Parental Leave

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

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

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

H. Outside Employment

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

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

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

J. Abandonment of Position

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

K. Employees Voluntary Sick Leave Bank

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

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

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

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

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

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

3. Benefits During Unpaid Leave

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

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

A. Eligibility:

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

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

ARTICLE VII PERFORMANCE APPRAISAL

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

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

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

ARTICLE VIII

TRANSFER AND REASSIGNMENT, LAYOFF AND RECALL

TRANSFER AND REASSIGNMENT

1 Definitions

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

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

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

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

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

4. An interview.

D. Employees who are voluntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.

E. Paraprofessionals who are employed in a Title 1 program and fall under the guidelines of ESEA will be given priority to interview for vacancies to other work sites rather than meet additional requirements placed on Title1 employees.

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

A. The Superintendent shall determine the areas of reduction in specific departments.

B. Volunteers shall first be considered. Volunteers shall be transferred provided there is a school or program that is entitled to an employee with the volunteer's qualifications and the volunteer is approved by the receiving facility manager.

C. When there are not enough volunteers, involuntary transfers may be made. An involuntary transfer list shall be made based on the length of service in the district with the lowest in length of service being transferred first.

D. A list of positions with necessary qualifications to fill each position will be made from all school or departments needing additional employees. Said list will be made available to all who are being transferred involuntarily.

E. Involuntary transfers will indicate their preference of the available positions.

F. The Superintendent will take the involuntary transfer list and the list of positions available, making assignments based on the following:

1. Qualifications,
2. Length of service in the district,
3. Preferences of the involuntary transfers and,
4. An interview.

G. In the event that no position exists for which the involuntary transfer is qualified, the employee will be placed in layoff according to Article VIII.

H. Employees who are involuntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.

5. A volunteer is qualified if:

A. He/she is currently employed in a position with the same job classification; or

B. He/she has met the same requirements as specified on the job description.

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

Reduction in Personnel

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

LAYOFFS

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

RECALL

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

ARTICLE IX GENERAL EMPLOYMENT PRACTICES

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

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

ARTICLE X EMPLOYEE DISCIPLINE AND PERSONNEL FILES

Provisions of this article shall not pertain to probationary employees.

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

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

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

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

and to have a representative of GESPA accompany him/her in such review. Other examination of an employee's file shall be limited to qualified supervisory personnel, except that GESPA representatives, with an employee's permission, may review such files when necessary for contract administration purposes or to provide the employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

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

ARTICLE XI

INSURANCE

- A. Board shall provide for each employee, without cost to him/her, group term life and dental insurance. The Board will contribute for each employee no less than ~~Three Hundred Sixty Eight Dollars and Forty Seven cents (\$368.47) for Blue Cross Blue Shield (Employee contribution \$150.93) and Three Hundred Thirty Three Dollars and one cent (\$333.01)~~ Seventy-Five Percent (75%) for Capital Health Plan ~~(Employee contribution \$118.64)~~ Insurance monthly to be applied toward payment of the single rate premium for Hospital-Medical-Surgical insurance.
- B. The Board during the life of this Agreement may at its sole option increase or decrease any and/or all of the benefits provided under this plan notifying the GESPA of any such increase(s) or decrease(s) at least thirty (30) days in advance.
- C. An insurance committee consisting of 3 members appointed by each bargaining unit and 3 members appointed by the Superintendent shall be established to investigate insurance alternatives and make recommendations to the Board and their respective members. This committee shall convene in January of each year and shall report its findings to each party prior to the regularly scheduled March Board meeting. The committee shall be advisory in nature and devise its own internal working procedure. Should the committee not convene and make recommendations as required, the Board shall proceed, as it deems appropriate in matters relating to its insurance provisions.

ARTICLE XII HOURS AND WORKING CONDITIONS

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

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

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

For the ~~2011-2012~~-2013 school years, a committee consisting of 3 members appointed by GESPA and 3 members appointed by the Superintendent, shall be established to review working conditions and make recommendations as needed. The committee shall be advisory in nature and shall devise its own internal working procedure. The committee shall convene in October and shall report its findings to the chief negotiators before December 31.

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

1. Earning of Compensatory Time.

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

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

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

2. Use of Compensatory Time.

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

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

C. Work Break and Lunch Period.

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

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

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

E. Transportation Employees

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

In the event of a short notice (two hours prior to the trip) the next eligible driver may reject without losing their position on the roster. Except in cases

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

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

federal or state law. This committee shall convene and shall report its findings to the School Board at a board meeting. The committee shall be advisory in nature and devise its own internal working procedure. Shall the committee not convene and make its recommendations as required, the Board shall proceed as it deems appropriate in contractual matters that are mandatory subjects of bargaining in accordance with Florida Statute 447.

ARTICLE XIII TERMINAL PAY

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

accumulated sick leave, times a percentage figure depending on her/his number of years of such service, as hereinafter indicated:

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

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

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

ARTICLE XIV PROFESSIONAL COMPENSATION

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

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

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

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ARTICLE XV AMENDMENT AND DURATION

- A. Entire Agreement.
1. The parties acknowledge that during the negotiations resulting in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Contract. This Contract constitutes the entire agreement between the parties and concludes collective bargaining for its term, subject only to a mutual agreement by the parties to modify the Contract. Such changes shall be reduced to writing, ratified and signed by the parties, and shall become an amendment to this Contract.
 2. The Board and GESPA each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract. As an exception to this provision, the parties will enter into negotiations that are necessary to address changes in terms and conditions of employment mandated by State or federal legislation.
- B. If a provision of this Contract is declared illegal or invalid by a court of competent jurisdiction, or rendered invalid by reason of subsequently enacted legislation, such action shall not invalidate the remaining provisions. In the event of such occurrence, the parties to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for the part declared illegal or invalid.
- C. This Contract shall be effective on the date of its ratification by both parties and shall remain in full force and effect through June 30, ~~2012~~2013. New provisions shall be effective on the date of ratification unless a provision provides otherwise by its terms. Renegotiations for the ~~2012-2013~~-2014 year shall begin by mutual agreement of both parties.

GADSDEN EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION
ASSOCIATION

THE SCHOOL BOARD OF
GADSDEN COUNTY

By: _____
President

By: _____
Chairperson

Date: _____

Date: _____

By: _____
For the GESPA

By: _____
For the District School Board of Gadsden

Chief Negotiator

Chief Negotiator

President

Superintendent of Schools

Team Member

Chairman

Team Member

Team Member

Team Member

Team Member

Date: _____

Date: _____

APPENDIX A-1
GUIDE TO POSITIONS FOR APPENDIX A:
NON-INSTRUCTIONAL SALARY SCHEDULE,
DISTRICT/SCHOOL LEVEL, ~~2011-2012~~ 2012-2013

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

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

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

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

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

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

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

APPENDIX A

NON-INSTRUCTIONAL SALARY SCHEDULE DISTRICT/SCHOOL-LEVEL

2011-2012-2013

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

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

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

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

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

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

Therefore, the parties agree as follows:

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

party will unilaterally declare impasse under Chapter 447 during negotiations of any provisions specifically for the purpose of applying for or receiving the SIG award.

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

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

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

Recruitment	
<u>Teachers</u>	<u>Instructional Coaches</u>
<u>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 reading and/or mathematics performance data. If appointed to teach science, the Teacher must have a documented history of 50% proficiency in science</u>	<u>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 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</u>

<p><u>as measured by FCAT.</u></p>	<p><u>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 science as measured by FCAT.</u></p>
<p><u>Teachers</u></p>	<p><u>Instructional Coaches</u></p>
<p><u>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.</u></p>	<p><u>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 measured by FCAT or End-of-Course (EOC) performance during the preceding school year.</u></p>

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).**

<u>Performance</u>	
<u>Teachers</u>	<u>Instructional Coaches</u>
<p><u>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 school's letter grade.</u></p> <p><u>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.</u></p> <p><u>Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End-of-Course (EOC) shall receive a \$500 bonus within 30 days of the release of a school's letter grade if at least 50% of tested students achieve proficiency (i.e., Level 3 or higher). Science Teachers at SIG schools within grades 5 or 8 and Science Teachers who have students take the Biology End-of-Course (EOC) shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade if at least 60% of tested students achieve proficiency (i.e., Level 3</u></p>	<p><u>Mathematics Coaches at SIG schools who have at least 60% of their assigned teachers make 65% or higher learning gains in mathematics as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade. Mathematics Coaches at SIG schools who have at least 70% of their assigned teachers make 65% or higher learning gains in mathematics as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$2,000 bonus within 30 days of the release of a school's letter grade. Mathematics Coaches at SIG schools who have at least 80% of their assigned teachers make 65% or higher learning gains in mathematics as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$3,000 bonus within 30 days of the release of a school's letter grade.</u></p> <p><u>Science Coaches at SIG schools who have at least 60% of their assigned teachers achieve 50% proficiency in science as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$1,000 bonus within 30 days of the release of a school's letter grade. Science Coaches at SIG schools who have at least 70% of their assigned teachers achieve 50% proficiency in science as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$2,000 bonus within 30 days of the release of a school's letter grade. Science Coaches at SIG schools who have at least 80% of their assigned teachers achieve 50% proficiency in science as evidenced by FCAT or End-of-Course (EOC) performance data shall receive a \$3,000 bonus within 30 days of the release of a school's letter grade.</u></p>

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 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