2025-2028

MASTER CONTRACT

BETWEEN THE

GULF COUNTY SCHOOL BOARD

AND

GULF COUNTY EDUCATION ASSOCIATION

(*FEA, NEA, AFT, AFL-CIO*)

Instructional

https://gulfcea.org/

July 1, 2025 - June 30, 2028
Bargaining Unit Ratification: August 22, 2025
School Board Ratification: August 12, 2025

The provisions of this AGREEMENT shall be applied without regard to race, creed, color, religion, national origin, age, sex, or marital status.

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PREAMBLE

This agreement, is entered into between the School Board of Gulf County, Florida hereinafter called the "Board" and the Gulf County Education Association, hereinafter called the "Association." The Gulf County Education Association is an affiliate of the Florida Education Association, the National Education Association, the American Federation of Teachers, and the AFL-CIO.

WITNESSETH

WHEREAS, the Board and the Association, recognize and declare that providing a quality education for the children of the Gulf County Public School System is their mutual aim, and

WHEREAS, the Association, as the certified and exclusive representative of teaching personnel, and the Board have agreed to negotiate in good faith with respect to salaries, hours, and terms and conditions of employment, and

WHEREAS, the Board and the Association, following extended and deliberate negotiations, it is hereby agreed to as follows:

ARTICLE I
RECOGNITION

1.1 The Board hereby recognizes the Association as the exclusive bargaining representative for all instructional personnel filling a regularly established position whether under annual, professional services, or continuing contract. Such representation shall include, but not limited to, personnel in the following job categories: classroom teachers, media specialists, school counselors, teachers on special assignment, principal designees, technology specialists, and deans. Such representation excludes superintendents, supervisors, principals, and assistant principals.

1.2 The Board agrees not to negotiate with any other teaching association for the duration of this Agreement.

1.3 The Association agrees that the Board has the exclusive right and responsibility to formulate and set policy concerning matters of, but not limited to, the functions and programs of the Board, standards of service, the Board's budget, curriculum, utilization of facilities, the organizational structure of the schools, and the selection, promotion, direction, or dismissal of personnel, subject to the just cause provisions of the contract and to the grievance process. The Association also retains the right to demand to impact bargain any right pursuant to this article or Section 447.209 Florida Statute.

ARTICLE II
ASSOCIATION RIGHTS

2.1 Upon prior arrangement with the principal, Association members may hold meetings before and after regular duty hours on school property.

2.2 After receiving permission from the principal, the Association shall be permitted to use site facilities and equipment including computers, copying machines, audiovisual, and any other normal business machines when such equipment is not otherwise in use. The Association may pay for the reasonable cost for all materials and supplies incidental to such use.

2.3 The Association shall be permitted to use the email system subject to the following restrictions.

- The assistant superintendent shall receive a copy of the email prior to the send function being executed in each school.
- The email distribution may be used to provide notice of activities of the Association. Examples include: notices of meetings–and ratification dates.
- Any and all use of email system will be in compliance with 447.509, Florida Statutes.
- The email shall be clearly identifiable to the employee as union business and may only be opened during breaks, lunch, or before and after school.
- All emails must comply with School Board Rule 8.61, Telecommunication Plan and Electronic Communication Use.
- Email that disrupt the normal functioning of school activities or are libelous shall not be posted.

2.4 Upon proper written request stating the matters to be discussed, the Association shall be placed on the agenda of any regular Board meeting in accordance with the provisions of the Administrative Procedures Act. The Association shall receive notification of regular or special Board meetings. The Association President will be notified of special meetings upon notification to the School Board.

2.5 Any teacher may request that Association membership dues be deducted from his/her pay. Such deduction may be initiated only after proper receipt of a Membership Authorization form. Authorization for dues deduction shall continue thereafter unless revoked at the employee's discretion upon thirty (30) days written notice to the employer and the Association. The revocation will be effective on the first payroll after the conclusion of the thirty (30) day period. All dues deducted by the Board shall be remitted monthly to the Association as deducted. The Association shall indemnify and save harmless the Board from any and all claims, demands, suits, and costs incurred from any action taken or omitted by the Board for the purpose of complying with the provisions of this section. The Board is expressly prohibited from any involvement in the collection of fines, penalties, or special assessment on behalf of the Association.

The Association will notify the Finance Officer or his/her designee in writing on or before August 15 each school year stating the annual amount of dues to be deducted. If such notification is not received the amount to be deducted will be the same as the previous school year.

2.6 The Association may make written recommendations concerning payroll deduction and direct deposit programs to the Superintendent and/or his designee for study and recommendation(s) to the Board.

2.7 Duly authorized representatives of the Association may be permitted to transact official Association business on school property, provided they make themselves known to the principal or designee before their conference with any teacher. It is understood that no Association views on matters relating to administration-teacher or Board-Association relationship will be discussed in the presence of students. The principal may discontinue the Association activities if it is interfering with classroom activities or the teacher's assigned duties.

2.8 The Association building representative shall be given an opportunity at the conclusion of each faculty meeting to present brief reports and announcements by following procedures.

2.9 The Association shall be permitted to make brief announcements over the intercom before or after student contact hours with the permission of the principal.

2.10 The right to arbitrate grievances shall be granted to the Association exclusively as the sole and exclusive bargaining agent and shall not be granted to any other employee or professional organization except as provided for in F.S. 447.307.

2.11 The district shall provide the Association with a payroll deduction slot for the purposes of offering benefits to its members.

2.12 It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the school board and of the Board which are not specifically limited by the language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any other specific provisions of this Agreement.

2.13

A. The Association President, or his/her designee, shall be granted temporary duty leave to attend all regular and special Board meetings including workshops. The School Board packet shall be provided to the Association president prior to the meeting. All handouts distributed after printing will be provided to the Association president or designee at the Board meeting.

B. Teachers who are elected delegates to the state affiliate convention shall be provided leave in the line of duty to attend. The Association will pay the actual cost of any substitutes needed. Leave forms must be submitted to each affected building principal at least five (5) workdays prior to the absence. In the event an elected delegate cannot attend due to unforeseen conditions, the Superintendent may make exceptions to the time limit stated herein.

C. The Association shall be granted temporary duty leave for one representative to attend four (4) meetings of the Florida Education Association Governance Board. Leave forms must be submitted to each affected building principal at least five (5) workdays prior to the absence.

D. Leave time for Association business shall be granted for a total of twenty (20) days each school year without the loss of compensation.

2.14 On or before September 1 and February 1 of each year, and as otherwise requested by GCEA, the board shall furnish the Association in electronic format a list of the bargaining unit which includes:

1. Full Name
2. Position
3. Worksite
4. Employee ID
5. Birthdate
6. Mailing Address
7. Primary Phone
8. Cell Phone (if available)
9. Hire Date
10. E-Mail Address
11. Deduction Code

ARTICLE III
NEGOTIATIONS PROCEDURES

3.1 In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Association, but the parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) copies by the Association.

3.2 If any provisions of this Agreement or any application of this Agreement to any employee is declared illegal by a court of competent jurisdiction or as a result of State or Federal legislation, then such provision or application shall not be deemed valid, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect during the term of the Agreement.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1 A "grievance" is an alleged violation of a specific article of this Agreement.

4.2 The "aggrieved" is the teacher(s) by name(s) directly affected by the specific violation of this Agreement. In case of an alleged violation of Article II, the "Aggrieved" is the Association.

4.3 The "aggrieved" and the employer shall have the right to appoint representatives to be present for all meetings, hearings, appeals, or other proceedings relative to the grievance. No grievant(s) may be required to discuss the grievance if their representative is not present. When grievance meetings, hearings, or conferences must be conducted during school hours, the grievant(s), witnesses and representatives shall be released from regular assignments, with pay, to attend. Nothing herein contained will be construed as limiting the right of any teacher to discuss a grievance informally with the principal-supervisor and having the grievance resolved without intervention of the Association.

4.4 Informal Procedure: Within sixteen (16) workdays of the alleged violation, the aggrieved will informally discuss the alleged grievance with his/her principal/supervisor. Within five (5) workdays, the principal/supervisor shall give an answer orally to the teacher. If the aggrieved is not satisfied with the disposition at the informal level, he/she may initiate a formal grievance within ten (10) workdays of the answer.

Appeals from one of the following steps to the next highest step shall be filed within ten (10) workdays following the expiration of time limits established for disposition of grievances at each step or the date of receipt of an official response to the grievance or whichever comes first.

4.5 Formal Procedure:
Step I: A formal written grievance must be filed on the proper form (see Appendix D). Within seven (7) workdays of the receipt of the grievance, the principal/supervisor shall indicate the disposition on the grievance in writing on said form. If the grievance involves teachers from more than one school, it may be filed originally at Step II.

Step II: If the aggrieved is not satisfied with the disposition at Step I, or Step I time limits expire without a disposition, the grievance may be submitted to the Superintendent. Within seven (7) workdays from receipt of the grievance, the Superintendent or designee shall meet with the aggrieved. Within seven (7) workdays after the meeting, the Superintendent shall indicate the disposition of the grievance in writing to the aggrieved.

Step III: If the aggrieved is not satisfied with the disposition at Step II, or Step II time limits expire without a written disposition, the grievance may be submitted to a School Board hearing. The Board shall hold a hearing within thirty (30) calendar days after the receipt of the grievance. The aggrieved and the Board shall have the right to include in its representation such witnesses and counselors as they deem necessary to develop facts and proofs pertinent to the grievance. All expenses of counselors and witnesses for each party will be handled by the party requesting their attendance. Upon conclusion of the hearing, the Board shall have seven (7) workdays in which to provide its written decision to the aggrieved.

Step IV: If the grievance remains unresolved at the conclusion of Step III, or if Step III time limits expire without a School Board hearing, or within ten (10) workdays after the written decision, the grievance may be submitted to final and binding arbitration. Employees who choose a School Board hearing may not submit the grievance to arbitration. The aggrieved must notify the Board within twenty (20) workdays in writing if the grievance is submitted to arbitration. The arbitrator shall be selected from the American Arbitration Association in accord with its rules, which likewise govern the arbitration proceedings. The Board and the aggrieved respectively shall alternate by striking a name until one is left. The parties may request an entire new panel if they so desire and provided the parties mutually agree. The arbitrator shall have no power to alter the terms of the Agreement. The cost of the arbitrator will be shared equally. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

4.6 The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the Board and the aggrieved. 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. Whenever illness or other incapacity of the aggrieved prevents his presence at a grievance meeting, the time limits shall be extended to such time that the person can be present. When such grievance meetings and conferences are held during school hours, each employee whose presence is required shall be excused with pay, for that purpose.

4.7 No reprisals of any kind will be taken by the Administration or Board against any teacher because of his/her participation in this grievance procedure. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the aggrieved.

4.8 The Association representative acting as the employee designee may review materials from the grievant's county personnel and grievance file only after obtaining written consent from the grievant(s) involved. A member of the Superintendent's staff will be present during this examination of records

4.9 Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

4.10 Notwithstanding the expiration of this Agreement, any grievance filed prior to the expiration of the Agreement having begun thereunder may be processed through the grievance procedure until resolution.

4.11 Failure on the part of the Board or the employee/Association to meet any of the time frames specified in this grievance procedure shall result in the sustainment of the position of the party having met all time frames.

4.12 The Association will be notified of all hearings conducted relative to the grievances involving bargaining unit members. The Association may be present for any grievance hearing. Nothing in this Article shall be construed to prevent any employee from presenting his/her own grievance, provided the Association has been given the first right of refusal to process the grievance. The Association will be given the opportunity to be present at any meeting calling for the resolution of a grievance. Employees who desire to utilize the grievance procedure, but who do not want Association representation, shall adhere to the following conditions:

a. The employee must arrange for their representation
b. The adjustment of grievance must not be inconsistent with the terms of this agreement
c. The Association president or his/her designated representative are given the opportunity at no loss of pay, to be present during the adjustment of the grievance, including all discussions held between employees and the Board or its representatives in connection with the grievance.
d. The Association is provided with a copy of all written decisions concerning the grievance. The grievance procedure shall not obligate the Association to represent non-members.

ARTICLE V
TEACHING CONDITIONS AND HOURS

5.1 Each department at the secondary level and each department and/or grade group at the elementary level shall submit to the building principal a priority list of basic materials required in a teacher's daily responsibilities on a form provided by the principal. The list shall contain costs, distributor's names and addresses, and other pertinent catalog information. These priority items will be purchased by the building principal insofar as funds are provided in the school budget.

5.2 The teacher workday shall be seven (7) hours thirty (30) minutes. All teachers shall have a duty-free lunch period consisting of a minimum of twenty-five (25) minutes. It is understood that a shortened student day may result in a shortened lunch period. Lunch duty assignments will be determined by asking for volunteers who will receive a supplement in accordance with Appendix B. If additional lunch duty assignments are needed, teachers assigned such duty shall receive compensatory time. The use of compensatory time shall be arranged mutually between the teacher and the principal.

On non-student days or workdays where school lunches are not served, teachers shall be allowed one (1) hour for lunch. Travel time for "out-of-town" conferences or in-service activities may extend the workday without further compensation.

5.3 Classroom elementary teachers will have a relief period of not less than ten (10) minutes during the student day. The time of the relief period will coincide with the student break/recess period. Classroom teachers shall be required to supervise during this time only if adequate support personnel are not available. Such teacher supervision shall be on a rotating basis and shall be developed by a committee of teachers appointed by the principal. The principal must approve the plan of supervision. If teachers are required to supervise students during this period, they shall earn compensatory time in accordance with article 5.18B. It is understood the time of the student break/recess may be altered/eliminated due to weather conditions, assemblies, shortened student days, student conduct, etc.

5.4 Teacher participation in activities outside the duty day for which no salary is paid shall be voluntary or with compensatory time assigned by the principal.

5.5 Teachers shall report in writing alleged unsafe or hazardous conditions to the building principal. After inspection by the principal or designee, if it is determined that unsafe or hazardous conditions do actually exist; necessary action will be taken within reasonable time.

5.6 When school is not in session, teachers may be given access to the building with prior approval of the principal.

5.7 The Board agrees to maintain school facilities in a clean condition. Teachers agree to protect school facilities and to report abuse and unclean conditions to the principal.

5.8 Observations of a teacher's class for evaluative purposes by persons other than administrative supervisory personnel shall be allowed only after consent has been granted by the building principal and the teacher notified at least 24 hours prior to the observation. Electronic recording devices placed in a classroom or other areas of a school campus for safety or security reasons shall not be used to assess teacher performance.

5.9 Classrooms in which classes are being held shall be free of unnecessary interruptions by maintenance, custodial, construction workers, intercommunication systems, or other such disturbances.

5.10 Existing staff restrooms shall be maintained and properly equipped at each school. School administration shall take reasonable measures to prohibit students from having access to staff restrooms.

5.11 Teachers shall be given reasonable prior notice of scheduled school-wide assemblies. (The parties recognize that twenty-four (24) hours is desirable when possible.) The principal may cancel any school-wide assembly without notice. The principal may schedule emergency school assemblies without notice.

5.12 The district shall make all reasonable efforts to ensure that adequate heating and air conditioning equipment is maintained in each school.

5.13 The district shall develop a comprehensive safety plan with worksite specific procedures. The district will ensure all instructional personnel will receive training on the safety plan.

5.14 With the principal's approval, teachers will be permitted to leave school property during their assigned lunch/planning periods. Each principal shall develop a procedure by which teachers can secure such approval in the principal's absence. Such plan will be publicized to the staff in that building during pre-planning of each school year. Teachers must sign-out upon leaving and sign-in upon returning.

5.15 The district shall provide training for the storage, administration and collection of standardized test materials.

5.16 Teachers shall not be required to contact parents to determine the reason for a student’s absence.

5.17

A. Signed complaints made to administrators about teachers shall be reported to the teacher involved if such complaint could lead to disciplinary action against the teacher

B. A complaint by a parent, student or other individual shall not be included in any personnel file until the matter is reported to the teacher in writing. A teacher shall have ten (10) days within which to respond in writing to such complaints.

C. A school administrator, who is considering disciplinary action against a teacher on the basis of a complaint by a parent, student, or other individual, will give the employee written notice including the reasons for concern, no less than 24 hours prior to the conference. Such notice will be hand delivered or sent by certified mail. The teacher may have a representative of his/her choice at any conference between an administrator and the teacher that relates to the matter.

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

A. Earning of Compensatory Time.

1. Compensatory time shall be earned for specific duties assigned and agreed upon in advance by the site administrator and employee which may extend beyond the normal contract day. (Examples include, but are not limited to open house, substituting for other teachers during planning time, PTO meetings, extended faculty meetings, etc.).

2. Compensatory time is accruable and available for use with advance approval by the site administrator.

3. Compensatory time shall not be earned for activities for which additional compensation is provided.

B. Use of Compensatory Time.

1. Earned compensatory time may be used with the prior approval of the site administrator. The site administrator shall make a reasonable effort to allow employees to use compensatory time during the school year.

2. All unused compensatory time will lapse at the end of the employee contract year or upon the resignation or termination of the employee.

3. No monetary reimbursement shall be awarded for compensatory time.

5.19 Beginning in the 2024-2025 school year, planning will include 5 days pre-planning and 4 days post-planning. However, site-based administrators have the authority to grant flexibility on the use of pre/post planning days.

ARTICLE VI
CLASS SIZE, CLASS LOAD, SPECIALIZED INSTRUCTION AND PLANNING

6.1 Secondary teachers shall have an instructional load not to exceed six (6) regular class periods per day. Teachers shall have no more than three (3) different discipline preparations per day except with mutual consent of teacher and principal or the number of teachers and curriculum is such that it prohibits compliance.

6.2

A. The Board shall provide a daily planning/conference period for teachers. All secondary teachers shall have one class period for planning and conferences.

B. All elementary teachers will have no less than sixty (60) minutes during the workday for planning, conferences, and faculty meetings. At least forty (40) minutes of the planning time shall be scheduled during the student day. It is understood that there will be occasions when the sixty and/or forty minute periods of time might be eliminated or reduced as a result of events and/or activities such as, but not limited to, assemblies, field trips, testing, holiday schedules, early dismissals, etc.

6.3 Instructional staff writing IEPs may be provided up to three (3) days of release time based on the number and needs of students. The instructional staff writing IEPs at each work location shall schedule said days and use this time for the purpose of writing IEPs, completing individualized planning and other appropriate curricular activities for their students. The principal shall approve the scheduling of these days.

6.4 Any certified teacher employed to fill a partial-year vacancy eleven (11) days or more shall be placed on the salary schedule commensurate with their experience.

ARTICLE VII
TEACHERS' AUTHORITY AND PROTECTION

7.1 Each teacher will handle his or her own disciplinary problems insofar as possible. Corporal punishment shall not be administered by instructional personnel.

7.2

A. If the teacher deems the conduct of a student to be of physical danger to the student himself/herself or others and so indicates in the referral of the student to the office, said student shall be directed not to return to the classroom prior to review and disposition by a person designated by the principal to deal with disciplinary problems.

B. The principal shall make available upon request to the teacher a written explanation of any actions or recommendations related to the discipline of a student within 48 hours of referral.

7.3 A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to other employees and students.

7.4

A. Any case of assault upon a teacher shall be promptly reported to the principal or his/her designee. The Board has the discretion to defend teachers as prescribed by law.

B. In case of disability due to an assault, the teacher's salary shall continue as provided in the Injury or Illness-in-Line- of Duty Policy.

C. Teachers shall be notified of any threats made against them or their family members by a student or their families. Teachers have the right to notify law enforcement authorities.

7.5 No action (anything affecting future employment status) against a teacher shall be taken on a basis of a complaint by a parent, or student or other individual, nor any action thereof shall be included in the teacher's personnel file, unless the matter is reported to the teacher in writing.

7.6 The Board may underwrite the cost of legal counsel for complaints or suits against a teacher as a result of actions taken by the teacher while performing assigned duties.

7.7 Employee Discipline

A. When an employee is involved in circumstances, which could lead to disciplinary action, the employee shall have, upon request, representation of their choice at the conference between the school administrator(s) and the employee, which relates to the matter. A copy of the Appendix E will be provided.

B. Disciplinary action may not be taken against an employee unless substantiated by evidence, which supports the recommended disciplinary action.

C. When substantiated evidence warrants such action(s), an employee may be reprimanded, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent. Unless circumstances warrant immediate disciplinary action, progressive discipline shall be administered as follows:

Step 1- Oral warning with acknowledgement.
Step 2- Written warning.
Step 3- Written reprimand.
Step 4- Suspension with or without pay.
Step 5- Dismissal by Board action.

Specifically excluded from the progressive discipline procedure as identified in Steps 1-5 are the items identified in 6A-5.056 *Criteria for Suspension and Dismissal* as follows:

1. Immorality
2. Misconduct in Office
3. Incompetency
4. Gross insubordination
5. Willful neglect of duty
6. Drunkenness
7. Multiple annual performance ratings of unsatisfactory or needs improvement as specified in Section 1012.33(1)(a), F.S.
8. Crimes involving moral turpitude

D. An employee against whom action is to be taken under this section shall have the right to review all documents or records relied upon to support the proposed action and shall be given a copy upon request.

E. When a principal/supervisor deems it necessary to discipline an employee, said disciplinary action should be made in private and with discretion.

F. The employee shall have the opportunity to provide a written response within ten (10) days to any reprimand by sending it to the Human Resource Assistant Superintendent to be placed in their personnel file.

7.8 A copy of the Student Handbook, which includes the student code of conduct will be accessible to each teacher.

7.9 The time lost by a teacher in connection with any incident in this article shall be handled as follows:

A. Time for appearance before a judicial body or legal authority for job related issues or jury duty shall result in no loss of salary or reduction of accumulated leave.

B. When a teacher is found guilty of a criminal charge by a court of competent jurisdiction, the Board shall be immediately released from further responsibility to the teacher.

7.10 Prior to conducting any meeting with bargaining unit employees in which the employee may be subjected to a reprimand or warning, or disciplined for any infraction of rules or delinquency in professional status: Principals, administrators, or other supervisory/management personnel conducting such meetings shall inform the employee of his/her right to Association representation. Employees will be provided with a copy of Appendix E prior to the start of the meeting.

7.11 Employees will notify their administrator of any criminal charge within 48 hours of arrest.

ARTICLE VIII
TEACHER RIGHTS

8.1 Tentative Teaching Assignment/Reassignment

A. Tentative Teaching Assignments shall be available by July 15th prior to the next school year. It is understood the assignments are tentative and subject to change. If changed, the employee will be notified of their new assignment.

B. If reassignment is needed during the school year, the teacher will meet with the principal and will be informed in writing of the need thereof.

C. Reassignment shall not in any way prohibit the Board from making needed staffing changes throughout the school year.

8.2 Pertaining to the contents of this agreement, the Board and Association agree that teachers shall be accorded all rights as guaranteed by the laws and the Constitution of the State of Florida and the United States of America.

8.3 All teachers have the right upon written request to authorize payroll deductions for programs other than dues deductions that have been approved by the School Board.

8.4 In accordance with Florida Statutes, the Board may reprimand, suspend or terminate a teacher during the school year only for just cause, except as otherwise provided by statue. The suspension may be without pay. The teacher has the right to a speedy hearing if requested in writing to the Board.

If charges are not sustained as a result of the hearing, the teacher is returned and any back pay shall be paid. Any suspended teacher shall have the right to Association or legal representation at his/her expense at all proceedings subsequent to the initial notice of suspension.

8.5 Teachers not employed on continuing contract/professional service contract will be employed on an annual contract by the School Board. At the expiration of this annual contract there will be no guarantee of a position for the coming year. If the position will be available the next year, the teacher will be considered for another year. If the teacher's contract expires he/she will be notified.

Annual contract teachers will be notified in writing to the reappointment of the contract by June 15th of the current school year.

8.6 Instructional personnel will not perform any invasive medical procedures and will rely on school nurses to provide medical care. Only in an emergency will instructional personnel intervene. In accordance with Florida Statute 768.28, sovereign immunity language applies.

8.7 The Board shall allow teachers who are candidates for the National Board Certification use of District equipment in preparing portfolios.

8.8 The administration has the responsibility for finding and scheduling substitutes for instructional personnel. Instructional personnel shall not be asked to find their own substitutes regardless of the length or purpose of their absence (i.e. one period, three days, two weeks, etc.) Instructional personnel will not be required to take more leave time than is necessary for the purpose of their absence (Example: If a teacher has a doctor's appointment at 2:30 and needs to leave at 1:30, they will not be required to take a whole or half day. They will be able to leave at 1:30.)

ARTICLE IX
TRANSFERS

9.1 Voluntary Transfers

A. Teachers who desire a different assignment or transfer to another school or position within the county email the administration.

B. The voluntary transfer of a teacher will be made after application by the teacher and the agreement of the two principals involved, subject to recommendation of the Superintendent and approval by the Board. Notice of the action taken will be given to both principals.

C. Employees who have requested a transfer shall be notified in writing of the Board's action on said reassignment and/or transfer following the action taken.

9.2 Involuntary Transfer

A. Except in emergency situations, an involuntary transfer to a different work site shall be made only after a meeting between the teacher involved and the school principal, at which time the teacher shall be informed in writing of the reason thereof. In the event that the teacher objects to the transfer at this meeting, upon request of the teacher, the Superintendent or his/her designee shall meet with him or her.

B. Except in case of extreme emergency teachers shall be given thirty (30) days notice of any transfer. Requests for voluntary transfers shall be considered before involuntary transfers are implemented. Such teacher may request the positions, in order of preference, to which they desire to be transferred and for which they are qualified. All such teachers shall be given opportunity immediately after regular school hours for a meeting with principals of schools at which open positions exist. A teacher being involuntarily transferred shall not be reduced in rank. Every effort shall be made to place a teacher in their area of certification. The Board shall pay the full cost of any training required for teachers who are involuntarily transferred out-of-field.

C. Involuntary transfers shall not in any way prohibit the Board from making needed staffing changes throughout the school year.

ARTICLE X
VACANCIES AND PROMOTIONS

10.1 A current list of instructional vacancies in the Gulf County School system shall be posted in all schools and on the website for at least five (5) consecutive days prior to application deadline so interested employees may have an opportunity to apply.

Notices and job descriptions of all administrative or supervisory vacancies shall be posted by the Superintendent or designee in all school centers at least five (5) consecutive days prior to application deadline so that interested employees may have the opportunity to apply.

10.2 Notices of any openings for a supplementary pay position shall be posted for five (5) working days in the school in which the opening occurs. If the supplementary position is open to personnel outside the school, the position shall be posted in all schools for five (5) working days.

10.3 A copy of all job postings and supplementary pay position(s) shall be sent to the President of the Association via email.

ARTICLE XI
REDUCTION IN PERSONNEL

Should any provisions of this agreement be declared illegal by a court, the Florida legislature, or as a result of state or federal legislation, the provision shall be severable and invalid and both parties will reconvene immediately to bargain the impact and modify the existing agreement.

11.1 If a county reduction in staff is necessary due to the Board determining economic and or efficiency reasons or lack of operating funds, the Board will meet with the Association before the following procedure shall be followed:

A. Lay-off

1. The 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.

2. The necessity for a reduction in force shall be determined by the sole discretion of the Board. Such reduction shall be accomplished pursuant to 1012.33 (5), F.S.

B. Recall

1. Teachers who are laid off shall have their names and addresses added to a recall list. This list will provide for automatic notification by certified mail of vacancies or new positions. The name and address will remain on the active list during the school year when the lay-off occurred and up to an eighteen (18) month period from the date of reduction. To be considered for re-employment, the laid-off teacher must notify the Superintendent by certified mail of his/her interest in the available position. The laid-off teacher must meet the requirements of the job description and the application deadline. No new teacher shall be hired in a laid-off teacher's subject area or grade level until all certified and evaluated effective or higher laid-off teachers from that subject area or grade level have been recalled or have declined or failed to accept recall.

2. Recall shall be in the inverse order of lay-off. No new teacher will be hired until laid-off teachers who meet the job description requirements and who properly apply have been considered.

11.2 Any Gulf County continuing contract/professional service contract teacher who would have qualified for retirement during the reduction year and who would be recommended by the Superintendent for re-employment shall be employed that year so as to acquire needed service.

11.3 The Board may grant personal leave without pay to Continuing Contract or Professional Service Contract teachers affected by a reduction.

ARTICLE XII
PAID LEAVES

12.1

A. Each full-time teacher shall be entitled to five (5) days of sick leave as of September 1 of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the teacher at the beginning of that month and which shall not be used prior to the time it is earned and credited to the member. However, the teacher shall be entitled to earn no more than one (1) day of leave times the number of months of employment during the year of employment. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave a teacher may accrue within the district. All sick leave accrued prior to this date (not to exceed 120) shall be credited to the teacher. At least one-half of all accrued sick leave prior to July 1, 1974, and thereafter, must have been accrued in Gulf County. "Sickness" shall be defined as the inability to perform the duties of a teacher because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household and who consequently has to be absent from his/her work.

B. Each full-time teacher shall be entitled to personal leave. Such absences for personal reasons shall be charged to accrued sick leave. Requests for personal leave shall be submitted to the appropriate supervisor one day in advance of beginning such leave, except in cases of emergency. The approval of personal leave is contingent upon the need to ensure adequate staffing exists at each worksite.

C. Teachers may transfer sick leave to any Gulf School District employee pursuant and subject to the provisions identified in Florida Statute 1012.61.

D. Employees shall use sick leave for sick or personal reasons (the six-day cap for personal reasons is being removed).

12.2 Illness-in-Line-of-Duty:

Any teacher shall be entitled to illness-in-line-of-duty leave when he/she has to be absent from duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. The following requirements shall be observed:

1. Leave shall be authorized for a total not to exceed ten (10) workdays during any school year for illness contracted, or injury incurred, from such cause as prescribed above. Additional emergency leave may be granted by the Board.

2. The claim must be filed on the proper form by the end of each month during which such absence occurred. The Board must satisfy itself that the claim is entitled to payment.

   The ten (10) workdays nor any part of such will be charged against the employee's accumulated sick leave.

12.3 Verification of Leave:

A. Teachers will complete and sign a leave form prior to their absence when it is for personal reasons. This form will be approved by the principal at least 24 hours prior to their absence.

B. When a teacher's absence is unforeseen, the teacher will turn in a completed leave form within three (3) workdays.

To begin implementing procedures, starting August 1, 2025 – December 31, 2025:

- 1st and 2nd Instance: written notification from school secretary.
- Each Instance Thereafter: processed as unpaid leave.

To begin January 1, 2026:

- 1st Instance: written notification from school secretary.
- Each Instance Thereafter: processed as unpaid leave.

12.4 Any teacher when called for jury duty or subpoenaed as a witness shall be given temporary duty and shall receive full salary less any reimbursement paid the teacher for such time. If the subpoena is for personal reasons, the employee must take personal leave.

12.5 A teacher may request leave-in-line-of-duty to attend workshops, conferences or meetings for the purpose of improving instructional skills relative to his/her teaching assignment. The completed leave form must be approved by the principal/supervisor prior to attendance.

12.6 Each full time teacher shall be entitled to two (2) days of paid leave for bereavement, which may include making arrangements for or attending the funeral of a spouse, child, sibling, parent, parent-in-law, or grandparent.

ARTICLE XIII
UNPAID LEAVES

13.1 A teacher may request a personal leave without pay for a specified period of up to one year. The request shall be made in writing on the form prescribed by the Board. The leave must be approved by the teacher's immediate supervisor and the Superintendent or designee before it is presented to the Board for approval. The request shall specify the time of the leave and the reason for the request. Personal leave without pay may be requested for, but not limited to:

1. Leave to serve in the armed services.
2. Leave for academic study.
3. Leave for childrearing (for natural or adopted child).
4. Leave for childbearing.
5. Leave to run for or serve in an elective office.
6. Leave to serve as an officer in the Association.
7. Leave for extended illness.
8. Leave under Family Medical Leave Act.

13.2 Except as provided by the Family Medical Leave Act, a teacher on personal leave without pay may participate in the district approved insurance plans provided the teacher pays the full cost on a monthly basis in advance of the month due.

13.3 A teacher on personal leave without pay may remain an active participant in the teacher's retirement system by contributing thereto the amount necessary to continue as a member on leave as provided by the provisions of the retirement system of which the teacher is a member.

13.4 Return from Leave:

A teacher granted leave pursuant to this Article shall have the following re-employment rights:

A. Leave granted pursuant to this Article shall not extend beyond the end of the school year in which said leave is granted unless an extension is granted by the Board.

B. The teacher shall notify the Superintendent and the principal no later than March 15 in writing of intent for the next year.

C. The teacher shall be returned to his/her former position if a vacancy exists or to a substantially equivalent position if a vacancy exists.

D. No credit on any salary schedule shall be given for experience for the time on leave.

13.5 Any teacher wishing to return to work before the end of the requested leave should make his/her request in writing to the Superintendent as early as possible, but no later than thirty (30) days before he wishes to return to work. The Board will make every effort to allow the teacher to return to work as soon as practicable.

13.6 If, during an illness a teacher's sick leave runs out, the teacher may request personal leave without pay. Such personal leave may be granted for a time period not to exceed the remaining days of the current teacher work year in which regular sick leave had expired. The teacher shall notify his/her principal ten (10) workdays prior to the requested date of return. If, in the opinion of the Board, such illness has not impaired the teacher's ability to perform assigned duties, the teacher may be returned to a teaching position. The teacher shall provide a physician's release statement and recommendation to return to work.

13.7 Family Medical Leave

A. All provisions of this article shall be interpreted so as to comply with the requirements of the Family and Medical Leave Act, beginning August 5, 1993, and with such federal regulations that may be issued subsequent to negotiation of this provision. The definitions contained in the Act apply to this article. This leave provision does not operate to limit or reduce leaves provided under other articles of the Master Contract.

B. Eligibility: Any full-time teacher as defined by the Act who has worked for the twelve month period preceding the commencement of a leave under this article shall be eligible for said leave.

C. Reason for Leave: This leave shall be granted to eligible teachers for the following reasons: (1) to care for the teacher's child after birth, or following placement for adoption or foster care; (2) to care for the teacher's spouse, son or daughter, or parent, who has a serious health condition; or (3) for a serious health condition that makes the teacher unable to perform his/her job.

The term "serious health condition" is one which requires either inpatient care, or "continued treatment by a health care provider" (S.825.114).

D. Leave Year: An eligible teacher is entitled to take up to twelve (12) weeks of FMLA leave in any twelve (12) month period to be measured forward from the first date of leave.

E. Group Medical Insurance: The Board shall continue a teacher's group medical insurance in full effect during the FMLA period, to the same extent as when the teacher worked, for a period not to exceed twelve (12) weeks during any twelve (12) month period. The teacher shall be responsible for his/her share of insurance coverage where applicable. Teachers who desire family coverage shall pay the additional cost for the entire leave period.

F. When the Board Employs Both Spouses: When both husband and wife are teachers, the total amount of leave available shall not exceed twelve (12) weeks per employee, when the leave is to care for a newborn child or a child newly placed for adoption or foster care.

Notice: If leave is taken to care for a newborn child or a child newly placed for adoption or foster care, the employee must provide notice of the leave, in writing, to the Personnel Department, at least ten (10) days in advance, where possible. If leave is needed for foreseeable medical care, it should be requested, in writing, at least thirty (30) days in advance, or as early as possible.

G. Medical Certification

Illness of Others: When requesting leave for a serious health condition of the teacher's spouse, child, or parent, the employee, upon request by the School District, shall submit a statement from the patient's doctor which certifies that it is necessary for the employee to care for the patient, and estimates the length of time the care will be needed.

Illness of Employee: Additional requests for medical certification shall be at the employer’s expense and shall comply with the regulations under the Act.

H. Intermittent Leave for Planned Medical Treatment: This leave may be taken when the teacher or the spouse, child or parent of the teacher has a serious medical condition and it is foreseeable that the teacher will need short periods of time off. Intermittent leave may be taken in increments of one or more days or partial days, separated by increments of one or more days or partial days at work. Intermittent leave will be granted if the health care provider certifies that it is medically necessary.

The Board may require medical certification of the need and the schedule or time of the treatment. The teacher must give the Board thirty (30) days written notice of the need for the leave, if possible. If it is not possible to give thirty (30) days advance notice, the teacher shall provide as much notice as it is practicable.

I. Return from Leave

Leave More Than Five Weeks Before End of Term: If a teacher begins leave more than five (5) weeks before the end of the academic term for the birth or placement of a child or for the serious health condition of a child, parent, or spouse, the teacher must remain on leave until the end of the academic term if:

1) The leave is at least three (3) weeks, and

2) The teacher's return would take place during the last three (3) week period of the academic term.

Leave Less Than Five Weeks Before End of Term: If the teacher begins leave less than five (5) weeks before the end of the academic term for the birth or placement of a child or for the serious health condition of a child, parent, or spouse, the teacher must continue on leave until the end of the academic term if:

1) The leave is longer than two (2) weeks, and

2) The teacher's return would take place during the last two (2) week period of the academic term.

Leave Less Than Three Weeks Before End of Term: If the teacher begins leave less than three (3) weeks before the end of the academic term for the birth or placement of a child or for the serious health condition of a child, parent, or spouse, and the leave is for more than five (5) workdays, the school or agency may require the teacher to continue taking leave until the end of the academic term.

J. Restoration: Upon return from FMLA leave, a teacher will be restored to an equivalent position. An equivalent position must be at the same pay, benefits and working conditions, and include the same privileges, prerequisites and status, involve the same or substantially similar duties and responsibilities in the same field. The equivalent position must be located at the same or geographically proximate worksite unless a teacher's request for transfer has been accepted.

K. Failure to Return to Work: In the event that a teacher fails to return to work after using this leave, he/she will be required to reimburse the District for health insurance premiums paid while on leave.

ARTICLE XIV
TEACHER EVALUATION

14.1

A. The individual responsible for supervising the employee must observe and assess the employee's performance.

B. During each school year, principals/supervisors will conduct meetings during pre-planning with teachers to discuss the established performance criteria and procedures.

C. During the aforementioned meeting in article 14.1 (b) the principal/supervisor shall distribute copies of the appraisal system and Article XIV of the CBA to all teachers and shall explain the evaluation procedures and criteria to be used. Any teacher hired after this meeting will be provided this information within ten (10) workdays.

D. Prior to September 15th of each year the principal/supervisor shall meet with each teacher individually and discuss student growth and achievement expectations. Student growth and achievement is limited to items in Appendix F.

E. The principal/supervisor shall conduct all observations and data collection to be used for the final evaluation. All formal observations and assessments of a teacher shall be conducted with the full knowledge of the employee. The principal/supervisor will notify an employee in writing of any concerns within seven (7) days following the formulation of said concerns, and make written recommendations for improvement. Following the notification of any concern(s), a meeting will be held between the teacher and the appropriate administrator. The teacher may have an association representative of their choice present during the meeting. If this process is not followed, such concern shall have no bearing on the employee's assessment. These records shall be kept by administration with knowledge of the employee as to the content. The parties agree that the assistant superintendents may conduct observations due to extreme circumstances. These observations will become a part of the data pool to be analyzed by the principal.

F. Principals/supervisors will conduct interim reviews with each teacher by the beginning of the second semester. The schedule of progress in relation to performance expectations will be discussed. Positive achievements and goals accomplished will be recognized and documented. Specific deficiencies, if any, will be noted and a professional development program established as necessary.

G. Documentation of these meetings shall be provided to the district.

H. The evaluation of annual contract teachers shall be conducted pursuant to the provisions in 1012.34(3)(a), F.S.

14.2

A. Prior to the annual formal summative evaluation, no fewer than one (1) formal observation in the classroom or equivalent work location, of no less than thirty (30) minutes for primary teachers and one class period for secondary teachers will be conducted by the principal/supervisor.

B. This formal observation shall be scheduled with the teacher at least twenty four (24) hours in advance.

C. A teacher who is not satisfied with their formal observation may request and shall be granted an additional formal observation.

D. All administrators must have completed an in-service in utilization of the evaluation instrument before they can perform an evaluation. This in-service shall be conducted before September 1 of each year. The Association president and vice-president or their designee(s) shall be allowed to attend. If training occurs during the school year/day then leave in the line of duty shall be granted to the Association president and vice-president or their designee(s) to attend the in-service.

E. Teachers employed after July 1, 2011, will be informed that they will be evaluated at least twice in the first year according to F. S. 1012.34 (3) (a).

F. Teachers may be observed by additional administrators according to the Gulf District's adopted Teacher Development Program (beginning teacher, teachers new to the district, teachers in need of improvement, N.E.A.T.). The teacher's principal/supervisor shall be responsible for the formal summative evaluation.

14.3

A. Principals/supervisors will provide written evidence/documentation for any mark below effective on evaluation instrument categories and summative evaluation.

B. When a teacher is assigned to an out-of-field position, the principal/supervisor shall note on the evaluation that the employee is in an out-of-field assignment.

C. Teachers will not be required to provide more than minimal documentation for the evaluation process.

D. The teacher shall be given the opportunity to sign the form before it is placed in the teacher's personnel file. The teacher's signature does not necessarily indicate agreement.

E. It is understood that the return of test scores may delay the completion of the student growth and achievement portion of the final summative evaluation. All other sections of the evaluation (sections 1-4 of the summative evaluation) shall be completed and presented to the teacher before the end of each school year.

14.4 The teacher shall receive a copy of the evaluation to be placed in his/her personnel file. Upon written request a teacher shall be provided a copy of all observation and data collection/analysis forms. The teacher shall have the right to respond within ten (10) days in writing to any such reports and to submit additional information to be placed in the teacher's personnel file.

14.5 If the summative evaluation indicated that a teacher is not performing in a satisfactory manner, the principal/supervisor must give the teacher specific notice in writing describing the unsatisfactory performance. Following such notice, the principal/supervisor must also confer with the teacher, make recommendations for correction of the deficiencies, and provide assistance to the teacher in correcting such deficiencies within a prescribed period of time.

14.6

A. Each teacher/employee may be permitted, upon request, to review and reproduce the contents of his/her personnel file(s). Each teacher/employee may respond in writing to any materials contained in the personnel file(s) and to any materials in said file(s) in the future. The first copy is free.

B. The personnel file may contain such items as permitted by Florida Statute 1012.31.

14.7 The evaluation criteria to be used by the Board must include, but shall not be limited to, the following:

1. Performance of students.

2. Ability to maintain appropriate discipline.

3. Knowledge of subject matter. The district school board shall make special provisions for evaluating teachers who are assigned to teach out-of-field.

4. Ability to plan and deliver instruction and the use of technology in the classroom.

5. Ability to evaluate instructional needs.

6. Ability to establish and maintain a positive collaborative relationship with students' families to increase student achievement.

7. Other professional competencies, responsibilities, and requirements as established by the rules of the State Board of Education and policies of the district school board.

14.8 The failure of the District to provide special services as identified in a completed Individual Education Plan (IEP) to students in a timely manner shall not be used to negatively impact a teacher's/employee's evaluation.

14.9 The Association and district shall conference annually to review the evaluation analysis trends in separate schools to determine if there are significant disparities. If disparities exist, the district will create a plan to clear up inequities. A copy of this plan will be provided to the Association. A final report will be given to the Association president.

14.10 Teachers will not be unduly burdened with paperwork for the evaluation process. No portfolio type of records will be required.

14.11 Any parental, employee or student information that is adversely used in a teacher's evaluation shall be substantiated by the administration and presented to the teacher in writing. No anonymous parental, employee or student input shall be utilized to adversely affect a teacher's evaluation.

14.12 The evaluation system shall be conducted consistent with the requirements of the Gulf Instructional Evaluation System County Performance Appraisal Manual.

14.13 Any teacher shall have the right to review and question their principal/supervisor and/or the superintendent the validity of any data used in their evaluation, to the end that incorrect data will be changed. The teacher may have a representative of their choice present during the review.

14.14 The Association reserves the right to address any issues concerning the appraisal process through a return to negotiations. Negotiations will begin promptly at the request of the Association.

14.15 Annual contract teachers who receive an evaluation of Effective or Highly Effective based on their summative evaluation score shall be provided an instructional position provided that the following conditions are met:

1. Three consecutive years of effective or highly effective summative evaluations scores.

2. A funded vacant position for which he/she is certified exists in their current school.

3. Has not been placed on a success plan during the evaluation cycle of that year or received formal corrective action for instructional deficiency or behavior violations.

4. Annual contract teachers reduced at a school site will be guaranteed an interview and consideration for which they are qualified.

ARTICLE XV
CALENDAR

15.1 The Calendar Committee appointed by the Superintendent shall develop a district school calendar to be recommended to the Superintendent. The composition of the Calendar Committee shall include a representative of the district administrative staff, a representative from the secondary school administrators, a representative from the elementary school administrators, the Association President, Instructional and Non-Instructional Vice Presidents and a faculty/staff representative from each school who has been elected by the teachers/employees in that school. The committee shall elect a chairperson.

15.2 The calendar will be 196 teacher workdays, including six (6) paid holidays.

ARTICLE XVI
EMERGENCY SCHOOL CLOSING

16.1 When a school is officially closed by the Superintendent, and it prevents a teacher from reporting for duty, such absence will not be charged as leave.

16.2 When a school is officially closed by the Superintendent, and if the state requires the district to make-up the day, the Superintendent or designee will meet with the association President or their designee as soon as practical to formulate a calendar adjustment for School Board approval.

ARTICLE XVII
PROFESSIONAL COMPENSATION

17.1 The basic salaries of teachers covered by this Agreement shall be set forth in Appendix A of this Agreement.

17.2 Credit on the salary schedule of six (6) years will be granted to vocational teachers who have verified occupational experience of six (6) or more years and they are industry certifiable or certified.

17.3 Adjustments to higher salary levels will be made upon submission of an appropriate Florida Teaching Certificate which includes the area of certification of the higher degree and the official transcript. The adjustment to the higher salary shall be included in the paycheck in the month following submission of the certificate to the Superintendent and shall be retroactive to the date which the area is added to the state certificate.

17.4 **A**ll satisfactory teaching experience will be allowed as years of experience for pay purposes. Teachers currently employed by the Board shall receive retroactive credit for satisfactory years of service earned in-state, out-of-state, or **public** schools not previously granted. This provision is not retroactive for pay purposes.

The School Board of Gulf County will no longer pay for experience creditable to the salary schedule for which an individual is drawing a retirement check. Any previously rehired retiree receiving experience credit will be grandfathered in.

The parties agree that all matters regarding wages, hours, terms and conditions of employment will be only addressed through direct negotiations as specified in Chapter 447. This applies specifically to the new Florida Statute dealing with in-state and out-of-state experience.

17.5 Extra pay for supplemental positions are listed in Appendix B.

17.6 Teachers shall receive pay in Twenty-four (24) equal semi-monthly installments.

A. Checks will be the gross salary and payable with one check in August, two checks each month September through April, four checks in May, and three checks in June.
B. Employee payroll will be processed electronically via direct deposit in accordance with the board approved payroll schedule.
C. Association dues and Insurance fees shall be deducted equally among the paychecks.

17.7 Teachers who may be required to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel in accordance with Board approved reimbursement rates.

17.8 The part-time hourly rate will be in accordance with the teacher's position on the instructional salary schedule, unless specified elsewhere.

17.9 The Board shall provide terminal pay upon retirement or death. Such terminal pay shall not exceed an amount determined as follows:

A. 0-3 years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.

B. 4-6 years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.

C. 7-9 years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.

D. During service years 10-19, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.

E. After 20+ years of service in Gulf County, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.

F. Teachers must provide at least one (1) year notice to the Chief Financial Officer of their intent to enter DROP in order to receive terminal pay payout on or before the last business day of the month in which separation occurs.

GDS will provide a report of employees with 25 years of service or 62 years of age to GCEA each July.

Exceptions may be made upon mutual agreement of the GDS Superintendent and GCEA President.

G. Teachers will be paid accrued sick leave upon retirement.

H. If termination of employment is by death of the employee, any terminal pay to which the employee may have been entitled shall be made to his/her beneficiary.

17.10 A teacher who has volunteered and has been appointed to teach an additional class period before, during, or beyond the normal seven and one-half (7 1/2) hour day for the purpose of providing students expanded academic opportunities will be paid an hourly rate in accordance with the teacher's position on the salary schedule. For a fifty (50) minute period, the teacher will be paid for one (1) hour. NJROTC instructors are excluded.

17.11 The hourly rate for a part time instructional teacher is $35 per hour. Examples of this position would include summer school, summer reading, adult night school, hospital/homebound, and afterschool tutoring programs.

ARTICLE XVIII
INSURANCE

18.1 The Gulf County School Board shall contribute up to $850 per month to the successful bidder for each full-time employee toward the cost of the approved health care single coverage plan.

18.2 The Association President, instructional and non-instructional vice presidents or their designee(s) and one faculty representative, who participates in the insurance program, elected annually by the teachers in that school shall serve on the County Insurance Committee.

18.3 The County Insurance Committee shall be informed of any proposed rate increases at least 30 days in advance. No changes to the insurance coverage will be made without approval by a majority of the County Insurance Committee.

18.4 The district will provide an annual briefing to all teachers on insurance benefits.

18.5 A Section 125 flexible benefits plan will be established with three components.

A. Appropriate payroll deducted medical insurance premiums will be included in the plan at no cost to the employee.

B. Un-reimbursed medical expenses will be included in the plan. The monthly cost will be paid by the employee.* The plan will have a cap of $1,200.

C. Dependent care expenses will be included in the plan. The monthly cost will be paid by the employee.* The plan will have a cap of $5,000.

*The monthly cost, if allowable, will be included as pre-tax monies.

ARTICLE XIX
MISCELLANEOUS

19.1 A copy of up-to-date Board policies and this agreement shall be placed in each media center. The Association shall be provided with a copy of current Board policies.

19.2 Board policies shall be made consistent with this agreement relative to any item herein contained.

19.3 After this agreement has been ratified by both parties, the Board and the Association will distribute copies as needed.

19.4 Any contract between the Board and a teacher shall be subject to the terms of this agreement.

19.5 This agreement may be changed, added to, deleted from, or modified only through procedures as provided in Article III.

ARTICLE XX
SUMMER EMPLOYMENT

20.1 In filling vacant adult and summer school positions, job announcements shall be posted five (5) workdays prior to filling each position. All persons employed by the Board as teachers in adult or summer school shall possess a valid Florida Teacher Certificate.

ARTICLE XXI
SAFETY AND HEALTH

21.1 The Board will continue to make every reasonable effort to provide and maintain safe working conditions. The Association will cooperate in these efforts and encourage employees to work in a safe manner.

21.2 The Board agrees to provide the Association with a copy of the PAEC Accident Report Card regarding workman's compensation lost time accidents. Confidential material will be deleted prior to distribution.

21.3 No teacher shall be engaged in work which the principal has determined to be hazardous.

21.4 Except in emergency situations, instructional personnel will not normally be required to work under unsafe or hazardous conditions. Conditions which the instructional personnel considers unsafe or hazardous shall be reported promptly in writing to the instructional personnel's immediate supervisor or principal, who will determine if the condition is unsafe and what action is to be taken.

21.5 The Board agrees that all district vehicles that transport teachers shall be maintained in a safe operating condition.

21.6 The parties agree to establish School Safety Committees consisting of one (1) Association Representative. The committee will meet periodically as needed. Any employee may report a safety concern to their supervisor/principal.

21.7 The Association agrees to encourage all employees to report all accidents immediately, as required by existing regulations.

21.8 Guardian Program

1. The term "Guardian Program" as used in this contract shall refer to the program referenced in Sections 30.15 and 1006.12, Florida Statutes.

   A. Employees who volunteer to be a part of the Aaron Feis Guardian Program Shall receive liability insurance at no cost to the employee/Guardian.

   B. Employees who volunteer for the Guardian Program shall have access to grief counseling not available through the Employee Assistance Program (EAP) when such counseling is needed in relationship to their Guardian duties. This grief counseling will be at no cost to the Guardian.

C. Trainings related to the professional development required for the Guardian Program, and the cost of ammunition and firearms, shall be at no cost to the Guardian.

D. All test results, including but not limited to those related to psychological screening and back ground checking, will be kept confidential if permitted by law.

2. Employee Use of Firearms

In the event of an incident arising during, or in connection with, an employee's role as a Guardian, the employee will be placed on paid administrative leave in order to provide time for investigation, if necessary.

21.9 The use of cellphone apps or any other form of a software program that can be installed on a teacher's personal device shall be used on a voluntary basis only.

Article XXII
DRUG FREE WORKPLACE

22.1 The Board's policy is to provide a drug free workplace in which employees are free from use of illegal drugs and abuse of alcohol. Any employee determined to be in violation of this policy is subject to disciplinary action as outlined below.

A. In the event the supervisor has reasonable suspicion that a violation exists, he/she:

1. Shall inform the employee to their right to representation.

2. Shall counsel privately with the employee regarding the situation.

3. Shall obtain the opinion of a second supervisor.

4. If supervisor(s) concur(s), the employee may be removed from work that day and

a. be sent home,
b. be required to obtain a drug/alcohol screening test at the expense of the District, at a location outside of the District,
c. be counseled to a rehabilitation facility, or
d. be counseled to an Employee Assistance Program, if available.

In such events, the employer will provide safe transportation.

B. In the event that the drug/alcohol screening test returns positive, appropriate discipline will be taken in accordance with Article 8. In the event the test returns negative the employee will be returned to their original position with all pay and benefits intact. The employee shall receive any back pay accumulated during absence.

C. The Board will maintain federal and state constitutional rights of all employees.

D. Convictions

Any employee convicted for a violation ~~occurring in the workplace~~ must notify the District School Superintendent of any criminal drug statute conviction in the work place no later than five (5) days after the conviction. The District will take one of the following actions within thirty (30) days of such conviction:

1. Take appropriate personnel action against an employee, up to, and including termination.

2. Require such employee, at the employee's expense, to participate satisfactorily in drug abuse assistance or rehabilitation program approved

for such purposes by federal, state, or local health, law enforcement or other appropriate agency.

E. The Board shall provide a drug free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing a drug free awareness program to inform employees about:

   A. The dangers of drug abuse in the workplace.

   B. The School Board policy of maintaining a drug free workplace.

   C. Any available drug counseling, rehabilitation, and employee assistance programs.

   D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

F. Employee confidentiality (HIPPA) shall be observed from the initial suspension and throughout the process.

ARTICLE XXIII
TERMS OF AGREEMENT

This Agreement signed on August 7, 2025 shall be effective as of July 1, 2025 and shall continue into effect until June 30, 2028. Re-openers shall be on salary and insurance. Should any changes in this contract be necessitated by Florida legislative action, they shall be reopened. Any other re-openers shall be by mutual agreement unless specified otherwise. Notice to reopen the contract in the interim years must be given prior to June 1 and negotiations initiated prior to July 1.

GULF COUNTY EDUCATION ASSOCIATION/FEA-NEA, AFT, AFL-CIO

_____
GCEA President
Jeannie Ford

_____
MSSU Executive Director
Michael Petty

GULF COUNTY SCHOOL BOARD

_____
Chairman
Brooke Wooten

_____
Superintendent, Gulf County Schools
Jim Norton

_____
Board Negotiator
Leonard J. Dietzen

APPENDIX D

OFFICIAL GRIEVANCE FORM

NAME _____

SCHOOL_____ASSIGNMENT _____

HOME ADDRESS_____HOME PHONE_____

STEP ONE

A. Date cause of grievance occurred: _____

B. Relates to Article(s)_____of contract

C. Statement of grievance:_____

_____

_____

_____

_____

D. Relief sought: _____

_____

_____

_____

_____

Signature:_____Date:_____

Grievant must provide copies to:

One (1) copy to Immediate Supervisor
One (1) copy to Association

STEP ONE DISPOSITION

Disposition by Immediate
Supervisor:_____

_____

_____

_____

_____

_____

_____

Signature:_____Date:_____

_____

APPENDIX E

Right to Representation/Employee Rights

Employees represented by Gulf County Education Association have the right to Association representation during any examination, interview or meeting with Board representatives if the employee reasonably believes that the meeting may result in disciplinary action. If you desire Association representation for any examination, interview or meeting that you believe may result in disciplinary action, you must request Association representation. Inform the administrator or other Board representative conducting the meeting that you desire representation. The Board Representative is required to stop the meeting. You must contact the Association immediately. You may contact your facility's Association Representative(s), or you may call the Association at 763-3416. The meeting may resume once an Association Representative is present.

Reason for meeting:
_____

_____

_____

Signature of
Teacher:_____Date:_____Time:_____

Signature of
Administrator:_____Date:_____Time:_____

TEACHER MUST CHECK ONE:

_____I choose representation and understand a meeting will be scheduled within 24 hours.

_____I choose to meet without representation.

*send original to the district

T/A 2-4-25

GRANDFATHERED INSTRUCTIONAL
2025-2026

STEP	BASE PAY	TSIA/DISTRICT	TOTAL
0	45,900	4,200	50,100
1	45,905	4,200	50,105
2	45,910	4,200	50,110
3	45,915	4,200	50,115
4	45,920	4,200	50,120
5	45,925	4,200	50,125
6	45,930	4,200	50,130
7	45,935	4,200	50,135
8	45,940	4,200	50,140
9	45,945	4,200	50,145
10	45,950	4,200	50,150
11	45,955	4,200	50,155
12	45,960	4,200	50,160
13	45,965	4,200	50,165
14	45,970	4,200	50,170
15	46,900	4,200	51,100
16	47,900	4,200	52,100
17	48,900	4,200	53,100
18	49,900	4,200	54,100
19	50,900	4,200	55,100
20	51,900	4,200	56,100
21	53,400	4,200	57,600
22	54,900	4,200	59,100
23	56,400	4,200	60,600
24	57,900	4,200	62,100
25	59,400	4,200	63,600
26	60,900	4,200	65,100
	MASTER'S	**SPECIALIST**	**DOCTORATE**
	2,500	4,000	5,500

P-4-2025

Teachers are 7 1/2 hours per day. All employees will be paid according to Board approved payroll dates.
Hourly Teacher pay for Hospital Homebound and Adult School is $35.00 per hour
Supplements only to be paid if certificate is given to District
Steps will be granted after negotiations have been concluded.

Upon ratification, this is the new salary INSTRUCTIONAL SALARY plan. State and the GDS General Fund allocation is used to provide the step raises and salary increases.

PERFORMANCE PAY INSTRUCTIONAL
2025-2026

STEP	BASE PAY	TSIA/DISTRICT	TOTAL
0	45,900	4,200	50,100
1	45,905	4,200	50,105
2	45,910	4,200	50,110
3	45,915	4,200	50,115
4	45,920	4,200	50,120
5	45,925	4,200	50,125
6	45,930	4,200	50,130
7	45,935	4,200	50,135
8	45,940	4,200	50,140
9	45,945	4,200	50,145
10	45,950	4,200	50,150
11	45,955	4,200	50,155
12	45,960	4,200	50,160
13	45,965	4,200	50,165
14	45,970	4,200	50,170
15	46,900	4,200	51,100
16	47,900	4,200	52,100
17	48,900	4,200	53,100
18	49,900	4,200	54,100
19	50,900	4,200	55,100
20	51,900	4,200	56,100
21	53,400	4,200	57,600
22	54,900	4,200	59,100
23	56,400	4,200	60,600
24	57,900	4,200	62,100
25	59,400	4,200	63,600
26	60,900	4,200	65,100
	MASTER'S	SPECIALIST	DOCTORATE
	2,500	4,000	5,500

Teachers are 7 1/2 hours per day. All employees will be paid according to Board approved payroll dates.
Hourly Teacher pay for Hospital Homebound and Adult School is $35.00 per hour.
Supplements only to be paid if certificate is given to District
Steps will be granted after negotiations have been concluded.
Performance Pay: Eligible Instructional employees will receive the following performance pay supplement:
Effective $25.00 Highly Effective $50.00

Upon ratification, this is the new salary INSTRUCTIONAL SALARY plan. State and the GDS General Fund allocation is used to provide the step raises and salary increases

8-4-25 T/A

Gulf County School Board

Position	Code	Number of Supplements	*Base Rate of Supplement	Amount	Total Cost
Athletic Director	SUA00	2	0.14	$5,678	$11,355
Head Coaches (Varsity)					
Football	SUA01	2	0.12	$4,867	$9,733
Basketball	SUA02	4	0.11	$4,461	$17,844
Baseball	SUA03	2	0.10	$4,056	$8,111
Softball	SUA04	2	0.10	$4,056	$8,111
Wrestling	SUA05	2	0.06	$2,433	$4,867
Weightlifting	SUA06	4	0.10	$4,056	$16,222
Track	SUA07	4	0.10	$4,056	$16,222
Golf	SUA08	1	0.06	$2,433	$2,433
Volleyball	SUA10	2	0.10	$4,056	$8,111
Competitive Cheerleading	SUA12	1	0.06	$2,433	$2,433
Cross Country	SUA11	4	0.06	$2,433	$9,733
Soccer	SUA25	2	0.10	$4,056	$8,111
Assistant Coaches (Varsity)					
Football: Fall	SUA13	8	0.08	$3,244	$25,955
Spring	SUA14	8	0.02	$811	$6,489
Basketball	SUA15	4	0.08	$3,244	$12,978
Baseball	SUA16	2	0.08	$3,244	$6,489
Golf: Fall	SUA34	1	0.03	$1,217	$1,217
Spring	SUA35	1	0.03	$1,217	$1,217
Softball	SUA17	2	0.08	$3,244	$6,489
Weightlifting	SUA27	4	0.08	$3,244	$12,978
Head Coaches (Junior Varsity)					
Football	SUA18	2	0.08	$3,244	$6,489
Basketball	SUA20	4	0.06	$2,433	$9,733
Baseball	SUA22	2	0.06	$2,433	$4,867
Softball	SUA23	2	0.06	$2,433	$4,867
Track	SUA24	4	0.06	$2,433	$9,733
Soccer	SUA28	2	0.06	$2,433	$4,867
Volleyball	SUA21	2	0.06	$2,433	$4,867
Assistant Coaches (Junior Varsity)					
Football	SUA19	2	0.06	$2,433	$4,867
Basketball	SUA26	4	0.03	$1,217	$4,867
Baseball	SUA26	2	0.03	$1,217	$2,433
Softball	SUA26	2	0.03	$1,217	$2,433
Volleyball	SUA26	2	0.03	$1,217	$2,433
Head Coaches (Junior High)					
Football	SUA29	4	0.06	$2,433	$9,733
Basketball	SUA30	4	0.06	$2,433	$9,733
Baseball	SUA31	2	0.06	$2,433	$4,867
Golf	SUA37	1	0.03	$1,217	$1,217
Soccer	SUA36	4	0.06	$2,433	$9,733
Softball	SUA32	2	0.06	$2,433	$4,867
Volleyball	SUA33	2	0.06	$2,433	$4,867

*Based on 2020-2021 Salary Schedule

2025-2026

Gulf County School Board

8-4-25 8-4-25 TA

Position	Code	Number of Supplements	*Base Rate of Supplement	Amount	Total Cost
Academic Supplements					
Band Director	SUB01	2	0.10	$4,056	$8,111
Cheerleading Sponsor: Fall	SUB03	4	0.08	$3,244	$12,978
Spring	SUB06	4	0.02	$811	$3,244
Junior Class Sponsor	SUB04	4	0.04	$1,622	$6,489
Senior Class Sponsor	SUB04	4	0.04	$1,622	$6,489
Yearbook Sponsor	SUB05	2	0.04	$1,622	$3,244
Student Government Sponsor	SUB08	2	0.04	$1,622	$3,244
National Honor Society Sponsor	SUB20	2	0.02	$811	$1,622
National Art Honor Society Sponsor	SUB19	2	0.02	$811	$1,622
Partners of Pets (POPs) Sponsor	SUB18	2	0.02	$811	$1,622
Odyssey of the Mind	SUB10	4	0.04	$1,622	$6,489
Lunch Duty (Elementary-3, High-5)	SUB11	16	Flat Rate	$2,500	$40,000
Principal Designee: WES	SUB12	1	Flat Rate	$3,000	$3,000
PSJES	SUB13	1	Flat Rate	$3,000	$3,000
PSJHS	SUB16	1	Flat Rate	$9,000	$9,000
WHS	SUB15	1	Flat Rate	$9,000	$9,000
HOSA	SUB22	2	0.04	$1,622	$3,244
Junior Beta Club	SUB21	1	0.02	$811	$811
Other Tech Club (Grant Funded)		8	0.02	$811	$6,489
E-Sports	SUB26	2	0.02	$811	$1,622