

AGREEMENT

Between

The School Board of Lake County

and

The Lake County Education Association, Inc.

Local 3783, FEA, AFT, NEA, AFL-CIO

Tavares, Florida

2023-2024

Second Year of a Three Year Contract

2022-2025

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ARTICLE I – RECOGNITION

Section 1. For the duration of this Agreement, and for so long as the titles and/or functions will exist, the Board recognizes the Lake County Education Association as the exclusive bargaining agent for certificated teaching personnel who are on or who have been on contract with the Board during the duration of this Agreement in those positions, as determined by the Public Employees Relations Commission, listed below:

Athletic Trainer
Certified School Counselor
Content Area Coach
Curriculum Resource Teacher
ELL School Specialist
ESE School Specialist
High School Graduation Resource Facilitator
Innovative Learning Specialist
Instructional Coach
Instructional Dean
Instructional Technology Facilitator
Intervention Support Teacher
Library/Media Specialist
Literacy Coach
PK Resource Teacher
Potential Specialist
Program Specialist
Psychologist
School Testing Specialist
Social Worker
Speech/Language Pathologist
Teacher (Legal: Pre K, Vocational, Virtual)

Clarifications of and amendments to the bargaining unit as defined above will be by mutual consent of the Board and the Association or, in case of dispute, by Public Employees Relations Commission determination and will be revised annually.

Section 2. The term "teacher," when used hereinafter in this Agreement will refer to all certificated teaching employees represented by the Association in the bargaining unit as determined in the preceding paragraph. When the masculine "he" is used in this Agreement it is understood that it will also refer to the feminine gender.

The parties agree that all part-time teachers whose primary position in the Lake County school system is to teach courses for which full-time certification is required will be considered members of the instructional bargaining unit and will receive all benefits thereof on a pro-rated basis.

ARTICLE II - BARGAINING PROCEDURE

Section 1. The Association and the Board agree to establish these procedures for bargaining. Representatives of the two parties will negotiate an agreement including the determination of the wages, hours, and the terms and conditions of employment. Any agreement so bargained will be reduced to writing and signed by representatives of the Association and of the Board.

Section 2. Members of both bargaining teams will be empowered to present data, exchange interests, brainstorm and to seek consensus in accordance with the principles of interest-based bargaining. The representatives selected by each party will have the authority to make and accept proposals and counterproposals, to sign tentative agreements, and to recommend acceptance of agreements.

Section 3. Bargaining teams will meet in open sessions. Scheduling for bargaining and mediation sessions will be held at mutually agreed upon place and time which will minimize the need for substitute teachers. It is the responsibility of the Board to properly advertise notice of the sessions to the public. Either team may ask for a recess or caucus. The time and agenda for the next meeting will be established at the end of each meeting. The rules of procedure listed in this Article may be changed at any time by free consent of both teams.

Section 4. School Board meetings concerning ratification of a tentative agreement or consideration of a special master award will also normally be scheduled to begin after 5:00 p.m., unless circumstances require that the meeting begin at an earlier time. Should a Board meeting concerning ratification of a collective bargaining agreement or concerning consideration of a special master decision be held during the teacher contracted workday, ten (10) representatives of the Association will have the right to attend such a meeting provided that no more than two (2) are absent from any one school center at no cost to the Board.

Section 5. Failure of either party to ratify the collectively bargained tentative agreement will cause the party who fails to ratify the tentative agreement to notify the other party within five (5) days after the rejection and to request date, time, and place to resume negotiations.

Section 6. Negotiations for a successor agreement will begin on or before June 1 of the year this Agreement is due to expire. This date may be postponed by mutual consent. Section 7.

- A. The Association agrees that upon completion of negotiations for a contract or any amendments or modifications thereto, the tentative agreements reached between the respective negotiators will be submitted for a ratification vote to the bargaining unit within thirty (30) calendar days.
- B. The Board agrees that upon the completion of negotiations for a contract, or any amendments or modifications thereto, the tentative agreements reached between the respective negotiators will be placed on the agenda for a ratification vote within thirty (30) calendar days.
- C. However, if any bargaining referred to in this Article is concluded during the period of time in which the majority of the bargaining unit is not actively on the job, the ratification process referred to in this Article will be postponed until such time as the majority of the bargaining unit is again actively on the job. In such case, the first day on which the majority of the bargaining unit is again actively on the job will be construed to be the concluding date for bargaining for the purposes of ratification.

Section 8. Matters of common concern may be subject to bargaining during the term of this Agreement upon the independent written request of either party and the free agreement of the other. However, in accordance with the provisions of the Waiver Article, neither party will have an obligation to bargain during the term of this Agreement. Any written request to bargain made by either party will be responded to in writing by the other party within five (5) working days.

Section 9. Changes which do not substantially affect the Agreement, such as a word error or some other obvious error, may be changed by mutual agreement in a Memo of Understanding between the parties.

Section 10. All parties to this Agreement will be expected to abide by the provisions of this contract. Violations may be subject to appropriate disciplinary and/or grievance procedures including but not limited to the referral to Educational and Professional Practices for review.

ARTICLE III - BOARD'S RIGHTS

It is understood and agreed that all of the rights, powers, and authority possessed by the Board prior to the signing of this Agreement are retained by the Board except where specifically abridged or modified by this Agreement. Accordingly, by way of illustration and not of limitation, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the following rights and responsibilities: (1) to direct employees of the School District; (2) to hire, promote, transfer, assign and retain employees in positions in the School District; (3) to take disciplinary action for proper cause; (4) to relieve employees from duty because of lack of work or for other legitimate reasons; (5) to maintain efficiency of the School District's operations; (6) to determine the methods, means, and personnel by which such operations are to be conducted; and (7) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency. The exercise of any management rights by the Board will not be subject to the grievance-arbitration procedure herein unless the exercise of such a right violates a provision(s) of this Agreement.

ARTICLE IV - ASSOCIATION AND TEACHER RIGHTS

Section 1. Use of Facilities

The Association will be entitled to the use of school facilities at reasonable times which do not conflict with use by other groups by submitting proper documentation for facility use, in advance, with the building administrator, provided that the Association agrees to pay for any custodial and/or utility charges determined by that building administrator to be necessary. The determination as to whether a charge will be made and the amount of such charge, if any, to be levied against the Association, will be made by the building administrators and will be based upon criteria equally applied to other school related groups using that specific building or area of that building. Request for such use by the Association will not be denied arbitrarily. Any large functions involving the public or non-school board employees would be subject to School Board Policy 7510 and proof of insurance would be required. At the conclusion of the teacher workday, Association members will be entitled to hold brief Association meetings without being required to pay a facility usage fee. Such meeting(s) will not extend more than thirty (30) minutes beyond the end of the teacher workday.

When school is not in session, building administrators may give teachers personal access to their building and/or work area.

Section 2. Posting Notices

The Association may post notices concerning routine Association business on appropriate and specifically assigned bulletin boards provided by the Association in each school. A copy of or description of any notice so posted will be provided to the building principal at the time of posting.

Section 3. Mailboxes

The Association will be entitled to use the schools' mailboxes for communication to teachers through the postal service. Association members at the local schools will be entitled to use the school's mailboxes for receiving and distributing communications to teachers provided that such use in no way hampers or interferes with the orderly administrative operation of the school.

U.S. mail which is addressed to bargaining unit members and received at work sites will be placed in teachers' mailboxes by office staff in a timely manner.

Section 4. Email

The President, Vice President, and Representatives of the Association will be entitled to use the district's email system, for the purpose of communicating with all instructional personnel for contract ratification. LCEA email communication will not be used for membership recruitment purposes. In addition, they will be entitled to use the district's email system with LCEA members, but such use is restricted to new or changed agreement language, contract ratification, election voting results, and meeting information. Use of the district's email system will be monitored by the district's Information and Instructional Technology Services. The Superintendent or his designee reserves the right to deny use of the district's email system and such denial will be non-grievable.

Section 5. Courier System.

The Board's courier system, also known as Jack Rabbit, will make a stop at the LCEA office, on the same schedule as schools. The President, Vice President and representatives of the Association will be entitled to use the district's courier system for the purpose of communicating with all instructional personnel for contract ratification. LCEA use of the district's courier system will not be used for membership recruitment purposes. In addition, they will be entitled to use the district's courier system with LCEA members, but such use is restricted to new or changed Agreement language, contract ratification, election voting results and meeting information. Use of the district's courier system will be monitored by the district's Warehouse and Grounds. The Superintendent or his designee reserves the right to deny use of the courier system and such denial will be non-grievable.

Section 6. Conduct.

So long as his conduct is in keeping with the standards of the teaching profession and those of commonly accepted respectability and dignity of the community in which he serves, the private and personal life of a teacher is not the concern of the Board except as it can be demonstrated that it interferes with his professional responsibility to and his relationship with his pupils.

Section 7. Personnel Files.

A. Personnel Files.

1. The setting up and maintenance of personnel files are legal responsibilities of the Board.
2. All documents maintained concerning a teacher to be used for official purposes will be kept in the Human Resources personnel file. Files maintained at the school or center level will contain support information relating to documents in the teacher's official file and will be used for official purposes as support information when necessary.
3. No derogatory materials relating to an employee's conduct, service, character, or personality will be placed in the personnel file of such employee except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under Florida Statutes. Any anonymous letter or materials will not be placed in the personnel file.
4. The official personnel file will hold confidential those items defined as confidential in Section 1012.31, Florida Statutes. According to statute 1012.31(4), personnel file means all records, information, data, or materials maintained by a public school system, in any form, or retrieval system, which is uniquely applicable to that employee whether maintained in one or more locations. The worksite file may not contain any information, which is defined as confidential except for college transcripts, the stat sheet and the current and previous year(s) evaluations. Inspection of personnel files by anyone will be governed by Florida Statutes.

B. Each teacher or his designee will have the right, upon request, in writing, to review the contents of his own district or school personnel file. The teacher must make an appointment with Human Resources (district file) or school/department records custodian (school file) in order for an administrator or designee to be present when the teacher's file is inspected. At least 48 hours' notice is needed to respond to this request.

C. A teacher may purchase a copy of any document in his personnel file, except those considered privileged and/or confidential, upon making proper arrangements with Human Resources. The decision as to what documents will be included in or excluded from a teacher's personnel file is a managerial prerogative of the Board and/or its designee, except that any teacher may have included any written defense or disagreement concerning any document contained in his personnel file and may grieve same. Teachers will sign such documents prior to insertion into the personnel file and within one day to signify they have seen such material. Such signature will not indicate acceptance or approval of statements contained in such material.

Section 8. President and Vice President Leave of Absence and Association Line-of-Duty Leave

A. The President and Vice President of the Association will, upon request, be granted a leave of absence at no cost to the Board, for a period of up to one (1) year at a time for the purpose of engaging in Association activities. The President and the Vice President will be entitled to participate in Board approved benefit plans (health, life, Florida Retirement, social security) by paying his own and the Board's contributions to all plans requiring such contributions. The Board will provide payroll services to the President and Vice President. The cost of such services will be reimbursed by the Association. At the conclusion of the leave, the President and Vice President will be returned to the teaching position held at the commencement of the leave, if such position exists, or to a position of similar status.

B. The Association will, upon approval of the Superintendent, be entitled to have its members released from school on line-of-duty leave to attend workshops, conferences, conventions, and other activities but must reimburse the district for substitute teacher costs incurred.

Section 9. Class Count

The Association will be provided once each semester upon request with a report on the number of students enrolled in each of the teachers' classes. The costs will be the normal charge as paid by other groups or persons. There will be no charge for digital reports under this section.

Section 10. Listing of Bargaining Unit Personnel

The Board will provide the Association with the names of all bargaining unit personnel with EIN, name, worksite, job title, work email, and personal email. In addition, address, home phone number, and cell phone number are provided unless exempt under Florida Statute 119.071. This list will be provided to the Association on a monthly basis including additions or deletions with date and reasoning of deletion such as retirement, resignation, change of position, etc.

Section 11. Respect and Dignity in the Workplace

All employees will be treated with respect and dignity in the workplace in accordance with School Board Policies.

Section 12. New Teacher Orientation

The Association will be permitted thirty (30) minutes of uninterrupted time, with no outside vendors, at each new teacher orientation throughout the school year to speak with all employees. Both parties will mutually agree upon a time and understand that employee attendance at this meeting is strictly voluntary and at no cost whatsoever to the District.

ARTICLE V – PAYROLL DEDUCTIONS

Section 1. Payroll Deduction. Slots

- A. Employees will be given three (3) payroll deduction slots which may be used for deductions authorized by the employee in writing to the School Board. The employee will be responsible for providing the properly executed authorization form(s) to the Board.
- B. The Board will deduct the authorized amount in equal deductions from the teacher's salary check. The purpose for this additional deduction will be for a program of employee economic benefits which is arranged by or through the LCEA and which is not in competition with the School Board's health and hospitalization program.
- C. The Association will indemnify, defend, and hold the Board harmless against and from any and all claims that may arise out of action which the Board may take in order to provide this service, unless the claim is attributable to an error solely on the part of the Board.
- D. Employees will make an authorization in writing to the School Board as to the amount of the deduction. The amount of the deduction may be changed with a properly authorized form prior to the deduction. This deduction may be terminated upon written request to the School Board not less than thirty (30) days prior to the deduction date on which termination of the deduction is to become effective.

ARTICLE VI - NO STRIKES

The Association agrees that neither it nor its members will participate in a strike against the Board by instigating or supporting in any manner a strike. "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the Board; the concerted failure of employees to report for work after the expiration of this Agreement; and picketing in furtherance of a work stoppage. The term "strike" will also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

The Association further agrees that it will do everything in its power to prevent its members from engaging in a strike and that in the event a strike does occur, the Association will use all available means to effectuate a cessation of the strike activity.

It is expressly agreed and understood that in the event of a strike the Board may, in addition to other remedies available to it under law, petition a court of competent jurisdiction for appropriate relief.

ARTICLE VII - NON-DISCRIMINATION

Section 1. The Board and Association agree that they will faithfully abide by state and federal laws prohibiting discrimination against employees.

Section 2. The Board and the Association hereby agree that every teacher will have the right freely and voluntarily to organize, join, support, and benefit from the Association, or to refrain from such activity.

Section 3. The Board and Association further agree that they will not discriminate against any teacher by reason of his membership or non-membership in the Association or his active participation in the Association. The parties also agree that they will not directly or indirectly discriminate against, discourage, deprive, or coerce any teacher because of the exercise of any rights conferred by this Agreement.

ARTICLE VIII –DISCIPLINE

Section 1. Just Cause

Employees will not be subjected to any form of discipline without just cause. As used herein, just cause means that the employer has a *just* and *proper reason* to cause an action to be taken against an employee. Any teacher in danger of dismissal because of poor performance will be afforded the NEAT procedure as stated in F.S. 1012.34.

Section 2. Discipline Process

The Superintendent retains the right and responsibility to manage the workforce. When the discipline of any employee becomes necessary, such action should be in proportion to the employee's offense or misconduct, consistent with appropriate procedural and substantive due process, State law, and/or the specific provisions of any appropriate collective bargaining agreement. Discipline may be initiated at any level, based on the nature of the offense and the particular circumstances. For the same reason, three or four minimal repetitive offenses do not necessarily create grounds for suspension or dismissal.

Examples of actions resulting in immediate suspension or dismissal may include, but are not limited to, the following: immorality, gross insubordination, willful neglect of duty, incompetence, substance abuse including alcohol, being convicted or found guilty of or pleading guilty to (regardless of adjudication of guilt) any crime involving moral turpitude.

- A. Step 1. Counseling: This is an opportunity for the employee and the Administrator to informally discuss work-related problems and concerns. This counseling session must be documented and copied to the employee. The counseling session is designed to help the employee:
1. Identify the mistake or deficiency
 2. Acknowledge the policy or procedure that is required
 3. Clarify expectations and procedures
 4. Understand the consequences of failing to meet the rule, policy, procedure, and/or expectation

If no additional disciplinary action is taken during the twelve (12) months that followed the issuing of the counseling, the current administrator and the employee will sign-off to note that no additional disciplinary action was taken and will not be the basis of further progressive discipline.

- B. Step 2. Verbal Reprimand: This action is used to get the attention of the employee while the situation is still correctable. The employee will be entitled to union representation. The primary purpose of this step is to alleviate any misunderstandings and to clarify the direction for necessary and successful correction of the problem. A reprimand should:
1. Point out that future behavior of a similar type may result in more serious disciplinary action.

2. Indicate clearly the nature of the concern, cite the work procedure, rule or policy governing the concern, and explain precisely what corrective action is expected.
3. Be confirmed in writing using the Verbal Reprimand Form, with a copy sent to Human Resources and placed in the personnel record. The employee should be advised that a copy of the reprimand will be placed in his/her personnel record. If no additional disciplinary action is taken during the twelve (12) months that followed the issuing of the Verbal Reprimand, the current administrator and the employee will sign-off to note that no additional disciplinary action was taken and will not be the basis of further progressive discipline.

C. Step 3. Written Reprimand: This action is utilized when prior counseling sessions and/or oral reprimand have not resulted in satisfactory changes of behavior. The employee will be entitled to union representation. A Written Reprimand may or may not be preceded by a Verbal Reprimand, depending on the type of violation. When issuing a Written Reprimand, the Supervisor should:

1. Contact Employee Relations
2. Review prior disciplinary actions taken
3. Notify the employee of the specific policy or procedure being violated
4. Place the employee on written notice that corrective action must be taken
5. Use the Written Reprimand Form to identify specific facts and information as opposed to hearsay and unfounded conclusions
6. Advise the employee that the Written Reprimand will impact the annual performance evaluation
7. Advise the employee that a copy of the Written Reprimand will be placed in his/her personnel file and forwarded to Human Resources

If no additional disciplinary action is taken during the twelve (12) months that followed the issuing of the written reprimand, the current administrator and the employee will sign-off to note that no additional disciplinary action was taken and will not be the basis for further progressive discipline.

D. Step 4. Suspension: Employee Relations will handle all disciplinary issues that may warrant suspension. The Administrator should contact Employee Relations when this step is necessary. Suspension may be used when the employee has not responded to counseling, verbal or written reprimands or commits a more serious policy violation that warrants suspension. The suspension will be administered pursuant to School Board Policy 3140 and 3140.01. The employee will be entitled to union representation.

Suspension Pending Investigation:

1. There are situations where the employee may need to be removed from the workplace before an investigation can be conducted. These may include, but are not limited to, sexual harassment, disorderly conduct, or other situations where the employee presents a potential threat to other employees, students, or others.
2. A suspension, pending an investigation, is imposed with the understanding that a final decision relative to the appropriate disciplinary action will be made after the investigation by Employee Relations.
3. If there is no cause for disciplinary action, the employee will receive pay for the regular earnings lost during the suspension if it was deemed without pay.

E. Step 5. Termination: If previous steps of the disciplinary process have been unsuccessful, the employee may be terminated from employment. Certain violations may warrant immediate termination. Because of the severity in the loss of one's job, employees should be terminated only after a thorough investigation.

The investigation should conclude that:

1. The employee did, in fact, commit the act
2. Evidence of guilt is available
3. The employee's entire work record, positive and negative, has been considered
4. The same rules are applied uniformly to other employees
5. The penalty of dismissal is reasonably related to the seriousness of the offense

Prior to taking formal termination action, Employee Relations must confirm that the employee has received procedural due process. This procedure requires Employee Relations to have a pre-termination meeting with the employee, which includes, but may not be limited to:

1. Informing the employee of the charges
2. Providing the employee with an opportunity to respond to the charges
3. Having representation present, if requested

Following the pre-termination meeting, if it is still decided that the appropriate course of action is dismissal:

1. A written notice will be provided to the employee at the time the action is taken. If the employee is not available and the notice must be mailed, it will be sent by certified mail to ensure delivery is made. If the notice is returned unclaimed by the Post Office, the letter will be placed in the employee's personnel file.

2. The employee is informed of the reasons for the dismissal with each incident of offense identified.

In all cases, the discipline imposed, and the length of a suspension will be based on just cause and will take into account the following factors:

- The seriousness of the offense or performance deficiency
 - The impact of the offense or performance deficiency on the employee's relationship with the supervisor, with other employees and with the public
 - The extent to which the offense or performance deficiency was the result of mistake or misunderstanding rather than willfulness
 - The employee's own disciplinary record
 - The employee's own performance record
 - The type of discipline given to employees in similar situations in the past
 - The timeliness of the discipline
 - Mitigating factors or unusual circumstances
- F. In cases where discipline has been administered to an employee, a subsequent, unrelated, minor offense may be deemed a first offense for progressive discipline purposes.

Section 3. Superintendent Authority

The Superintendent has the authority to suspend employees with pay, to reassign employees including reassignment of duties and responsibilities within a worksite or the District, recommend suspension without pay, and recommend discharge of employees when the interest of the school system and the operation and efficiency of the school system requires such action.

If a teacher needs to be removed from their position and placed on alternative assignment while an investigation is taking place, it is understood that the teacher will not be removed from their position without consultation with Employee Relations and LCEA representation upon request, as well as a written statement of the allegations and why they are being removed. They will also be given information about the process and expectations while placed on alternative assignment until the investigation is completed and findings are communicated by Employee Relations.

Section 4. Association Representation

In disciplinary cases, the Association Member will have the right to be represented by the Association. Further, any Association Member will be entitled to have an Association representative present at any conference called by a supervisor at which the Association Member has reasonable cause to believe that matters will be discussed or actions taken which could result in disciplinary action. The Association Member will have the responsibility for requesting the presence of an Association representative, and in emergency or unusual situations, the conference will not be held until the Association representative has been given an opportunity to be present. The Association Member will cooperate fully as to the matter(s) being investigated.

Section 5. Provisions

Notwithstanding any other provision of this Agreement, representation of employees by the Association will be governed by the provisions of Section 447.401, Florida Statutes.

Section 6 Complaint by Parent of Student

The Board or its representatives upon any complaint by a parent or student directed toward a teacher may investigate the problem until a reasonable solution is achieved. Any complaint regarding a teacher made to the administration by any parents, students, or other person, which is considered in a written evaluation of a teacher's performance, or which may result in disciplinary action, will be promptly called to his attention. Such notification to the teacher will include the name of the parent, student, or other person lodging the complaint. Please refer to School Board Policy 3550.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1. Purpose.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of employees. Both parties agree that proceedings will be kept as informal and as confidential as may be appropriate and legal at any level of the procedure.

Section 2. Definition.

- A. A “grievance” is an alleged violation of this Agreement or any dispute with respect to its meaning or application.
- B. A “teacher” is any person in the bargaining unit covered by this Agreement.
- C. An “aggrieved party” is the teacher or group of teachers who submit(s) a grievance, signed at the appropriate step, or on whose behalf a grievance, signed by the teacher(s) at the appropriate step, is submitted by the Association, or the Association, who, when acting as a party in interest, submits a grievance, signed at the appropriate step, by an official of the Association.
- D. The term “employer” will mean the School Board or the administration.
- E. The term “Association” will refer to the Lake County Education Association, Inc., Local 3783, FEA, AFT, NEA, AFL-CIO.

Section 3. Process.

All grievances will be filed on the official form, as published in the appendix, and processed according to the provisions of this Agreement.

Section 4. Time Limits.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum and every effort will be made to expedite the process before the deadlines are reached. Time limits specified may, however, be extended by mutual written agreement.

All time limits herein will consist of working days unless otherwise specified. The failure of an aggrieved person to proceed from one step of the grievance procedure to the next step within the time limits as set forth herein will be deemed to be a waiver of the grievance and will constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator to communicate his decision to the employee will permit the employee to proceed to the next step in the grievance procedure.

Section 5. Procedure.

Step 1. In the event an employee believes he has a grievance, the employee will discuss the problem with his immediate supervisor as soon as possible. If the matter cannot be resolved amicably, and if the employee wishes to proceed further, the employee will file a written grievance with his principal containing the following information: (1) the date of the occurrence of the alleged grievance; (2) the contract article(s) allegedly violated; (3) a complete statement of the facts giving rise to the grievance; (4) the names of witnesses; (5) the relief sought. Such a grievance must be filed with the employee's principal within fifteen (15) days after the grievant knew or should have known of the incident which is the basis of the grievance. Within three (3) days after receipt of the grievance, the principal or designee will hold a meeting with the grievant to resolve the grievance. The principal or designee will indicate his disposition of the grievance within five (5) days of the meeting held to resolve it. Such disposition will be in writing and will be furnished to the grievant and to the Association. If the grievant is not satisfied with the disposition at Step 1, or if no disposition is filed within the time limit, the grievant may process the grievance to the next step.

Step 2. Within five (5) days after receipt by the grievant of the principal's disposition of the grievance, the grievant will file a request for review with the Superintendent or designee, stating in detail the reason the grievant desires such a review. A copy of the request will be provided to the grievant's principal and to the Association. The Superintendent or his designee(s) will authorize the request for review to be investigated, and within ten (10) days of the date that the request for the review was filed, the Superintendent or designee will conduct a meeting on the grievance. The grievant, his principal, and the Association will each be notified of the time and place of the meeting and will have the opportunity to be present and to be heard at the meeting. Within ten (10) days of the meeting, the Superintendent or designee will notify in writing all the parties concerned of his findings.

Step 3. Within ten (10) days after receipt of the previous decision, or within twenty (20) days of the previous step hearing if no response is forthcoming, the grievant/Association may file a request for arbitration with the Federal Mediation and Conciliation Service. The FMCS will furnish a panel of seven (7) names from which each party will have the option of alternately striking three (3) names, thus leaving the seventh who will be the impartial arbitrator. A copy of the request to the Federal Mediation and Conciliation Service will be promptly furnished to the other party by the party requesting the panel from the Federal Mediation and Conciliation Service. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted and, where permitted by law, may include a monetary award.

Section 6. Special Provisions for Discipline Cases.

A. Suspension or dismissal during the school year.

1. Cases involving suspension or dismissal of an employee during the school year will be governed by the provisions of Sections 1012.33(6) and 120.57, Florida Statutes. An employee involved in such a case will be entitled to a hearing before a hearing officer assigned by the Division of Administrative Hearings.

2. If the employee who is suspended or dismissed was on continuing contract at the time such action was taken, such an employee will have the right to elect either to appeal such action through the statutory procedure of Section 1012.33(6), Florida Statutes, or to appeal the action through arbitration. If the employee chooses to utilize the statutory procedure, the employee waives arbitration. Similarly, if the employee choose arbitration, the employee waives the statutory procedure. In no case will an employee have the right to pursue the suspension or dismissal through both arbitration and statutory procedure.
 3. If the employee who is suspended or dismissed by the Board is on annual contract, and the employee wishes to appeal the decision of the Board, such an employee must do so through the arbitration procedure of this Agreement.
 4. If an employee elects to appeal the decision of the Board in a dismissal or suspension case to arbitration, the employee must file a written request for arbitration with the Superintendent within five (5) days after the employee is notified of the action taken by the Board. Thereafter, the procedure for selection of an arbitrator will be that specified in Step 3 of the grievance procedure of this Agreement.
 5. In arbitrations involving suspension or dismissal, the arbitrator will be bound by the following standards in addition to those contained in Section 7 of this Article:
 - (a) "Proper cause" for suspension or dismissal will be those offenses specified in Section 1012.33(6), Florida Statutes.
 - (b) The arbitration will be considered as an appeal from the decision of the School Board. Accordingly, the arbitrator will consider whether or not the decision of the School Board regarding the charges against the employee is supported by substantial competent evidence on the record considered as a whole. The arbitrator may not reject or modify findings of fact unless the arbitrator first determines from a review of the complete record, and states with particularity in his decision that said findings were not based upon competent evidence. The arbitrator will have no authority to substitute his discretion for that of the School Board with respect to the severity of the penalty imposed upon the employee by the School Board unless the employee can demonstrate that the penalty imposed was arbitrary and capricious under the circumstances.
 - (c) Priority will be given to deciding dismissal and suspension cases and the arbitrator will make his best effort to decide these cases within fourteen (14) days of the hearing.
- B. Other forms of discipline.
1. Disputes concerning discipline other than suspension or dismissal will be processed through the grievance-arbitration procedure of this Agreement.

2. "Proper cause" for such disciplinary action (i.e., discipline other than suspension or dismissal) will include, but will not be limited to, those offenses described in Section 1012.33(6), Florida Statutes, and it is expressly agreed and understood that discipline (excluding suspension and dismissal) may be taken against an employee not only for the offenses specified in said statute but also for lesser offenses.
3. The arbitrator will have no authority to substitute his discretion for that of the Superintendent with respect to the severity of the penalty imposed upon the employee by the Superintendent, unless the employee can demonstrate the penalty imposed was arbitrary and capricious under the circumstances.

Section 7. Powers of Arbitrator.

- A. It will be the function of the arbitrator, and he will be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. He will have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. The arbitrator will have no power to change any policy or rule of the Board, nor to substitute his judgment for that of the Board as to the reasonableness of such policy or rule.
- C. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator will decide if the grievance is arbitrable, subject to judicial review in accordance with law. The decision of the arbitrator in any case will not require a retroactive wage adjustment in any other case.
- D. All arbitration cases will be conducted and considered as an appellate process, and the grievant will have the burden of proof in all cases except for discipline cases.
- E. Actions of the Board, except those which violate the terms and conditions of this Agreement, will be exempt from arbitration.

Section 8. Other Provisions.

- A. Costs.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, and the cost of the arbitration process will be borne equally by the Board and the Association.

The Association will not be responsible for costs of the arbitrator or the arbitration process if the Association does not desire to carry a specific grievance to arbitration. In such case the grievant(s) may proceed to arbitration independently, provided that the costs thereof are assumed by the grievant(s). The Association, however, will be entitled to be present during the arbitration process. In no case will the Board be responsible for more than one-half (1/2) of the cost of the arbitrator or the arbitration process.

B. Release Time.

Step 1 of the grievance procedure will be initiated during the regular teacher workday and may be extended by mutual agreement.

C. Representation.

1. Any employee who is a member of the Association will have the right to have Association representation during the grievance procedure and will not be required to discuss his grievance if such representative is not present. Upon request to the Association, non-Association employees of the bargaining unit may have the Association process grievances. Such representation will be at the discretion of the Association. Any employee will have the right to process his own grievance(s) at any time, in person or by legal counsel, and to have such grievance(s) adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, and provided the Association has been given reasonable opportunity to be present at any meeting, including arbitration, called for the resolution of such grievance(s) and to present its position concerning the dispute, and provided that no employee organization other than the Association be allowed to intervene in the process of the resolution of such grievances.
2. In dealing with the processing of grievances, Association representatives may be granted reasonable access to school personnel during the working day where in the opinion of the principal such would not interfere with the duties or responsibilities of the persons involved.

D. No Reprisals.

No reprisals will be invoked against any party(ies) for processing a grievance or participating in any way in the grievance procedure. Documents of any kind or form pertaining to the initiation, processing, or settlement of any grievance will be placed in a confidential file established solely for this purpose.

E. Communication.

Each of the parties will provide to the other, where legal, all materials, communications, decisions, or other information relative to the processing of any grievance. A fair and equitable cost may be charged to the requesting party.

F. Any grievance arising under this Agreement will be processed through the grievance procedure as outlined herein until resolution is reached or the grievance is withdrawn. With the mutual consent of the parties, mediation will be an option at any step.

G. End of the Year Grievance.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

- H. Grievances involving the Association and grievances involving more than one (1) teacher or more than one (1) school center will begin at Step 2.
- I. All grievances and responses must be submitted on the official forms as published in the Appendix.
- J. Withdrawal of Grievance.

The grievant(s) may withdraw a grievance at any point in the procedure provided that the same grievance will not be filed a second time.
- K. The filing of a grievance will in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- L. The grievant must be present at all grievance hearings unless an emergency arises, or it is agreed by both parties that the hearing will be postponed or that the grievant's presence is unnecessary; otherwise, the grievance will be considered waived.
- M. In the event the alleged grievance involves an order, requirement, etc., the grievant will fulfill or carry out any such order or requirements, etc., pending the final decision of the grievance.
- N. Any written agreement reached between the Board and the Association is binding on all parties affected and cannot be changed by any individual.
- O. Step I of this Grievance Procedure may be passed to the next level for any reason as determined by the Board or its representative (e.g. no authority to make the decision). In such cases, the reason, therefore, will be stated on the proper grievance form.
- P. Notwithstanding any other provision of this Agreement, disputes or matters involving the renewal or non-renewal of contracts will not be subject to the grievance/arbitration procedure of this Agreement. Such matters will be dealt with under the procedure contained in ARTICLE XIII.

ARTICLE X - TEACHING CONDITIONS

Section 1. Special Duties.

Teachers performing extra- and co-curricular duties after the normal teacher workday will be entitled to equal release time during the workday other than pupil time, arrangements being made and approved by the school principal.

Extra student supervision duties during the workday which teachers will be expected to perform are those non-teaching duties normally associated with teaching such as, but not limited to, bus duty, lunchroom duty, playground duty, hall duty, lavatory duty, assembly duty, and supervision of other places where pupils may congregate during the school day.

Duty rosters and schedules for student supervision will be developed as part of the Joint Leadership Committee meetings, see Article XI, Section 1.

Section 2. Teaching Supplies and Materials

Teachers will be provided with supplies, textbooks, materials, and equipment determined by the Board to be essential to teaching and courses assigned. In requesting additional supplies, textbooks, materials, and equipment, teachers will be entitled to receive sufficient financial information to enable them to present requests in priority. At the end of the school year, the teacher will not be financially responsible for any missing and/or damaged textbooks or digital equipment with normal wear and tear.

If a teacher believes he needs additional materials, special materials, or special assistance for students with unique needs, the teacher will bring this request to the principal's attention. If the principal has the authority to grant or deny the request, the principal will do so, as soon as possible. If not within the principal's authority, the principal will bring the request to the attention of the appropriate administrator in the District Office for disposition. The teacher will be advised of the disposition. The local school budget will be made available for faculty information.

Section 3. Work Area

Teachers will be provided with an area or space in which to work. Each school will make available to teachers an accessible process for use in preparing instructional materials. The nature of the area may vary depending upon local conditions. Areas designed for securing staff personal effects will be provided in this space or another space in the building.

When a teacher is required to move from classroom to classroom in order to provide instruction (floating teachers), the administration will attempt to locate classrooms in the same general area of the school facility.

Section 4. Faculty Area

Within its ability, the Board will make available in each school a lunch area, restroom facilities, and parking area exclusively for employee use, and at least one area which will be reserved for use as a faculty work area.

Section 5. Telephones, Electronic Devices, Classroom Interruption

Telephones will be available to teachers for use at all schools. To the degree possible, teachers will be afforded privacy in use of the telephone. Official school business will take precedence over all other uses of the telephone. Upon request each school will provide locations where teachers can hold private conversations with the student's parents.

The use of technology, including electronic communication devices, for academic learning is encouraged, but the use of these devices will be directly related to academic instruction. To maximize teaching and learning, protect student learning time, and provide a safe learning environment, the use of all electronic communication devices, including but not limited to email and telephones/cell phones, are permitted only during duty-free time, except in case of emergency. Any exception requires prior administrative approval.

Classrooms will not be interrupted through the use of intercommunication systems more than absolutely necessary; if abuse of this provision occurs, teachers will be entitled to recommend remedies for eliminating such abuse. The principal will have the final authority in the control and operation of the intercommunication system.

Section 6. Messages.

Messages may be received at the school for teachers. Incoming messages will be received and noted as to date, time, and name of sender and placed in the teacher's mailbox. Messages should be delivered to the teacher upon receipt if it is determined that such messages are of an emergency nature.

Section 7. Teaching/Lesson Plans.

Every teacher will exercise professional judgment in teaching course content and in planning for its implementation. In so doing, it is understood that the teacher is accountable for the results of his judgment and meeting current state mandates. Teachers are not required to follow any recommended Common Board Configuration (CBC) in their classrooms. Teachers will not be required to post any information related to the instructional framework or the learning walk tool.

Teachers will be expected to establish and encourage high standards of student performance, which are professionally defensible and appropriate for the learning situation involved. District blueprints will be used by teachers, as a guide, in planning and teaching course content, and teachers will be responsible for teaching required standards. For auditing purposes, the official form for documenting required standards, as published in the appendix, will be used.

Teachers will be required to maintain daily and long-range lesson plans, but such plans need not follow a standardized format. Lesson plans will include information identifying course outline items. Such plans will be made available on a daily, weekly, and/or alternate basis as requested by the principal

Section 8. Student/Parent Conference

Teachers will make themselves available for student and parent conferences. Where practicable, conferences dealing with parent/student/teacher concerns will be scheduled at times convenient for all parties concerned; timely notification, as well as an opportunity for input and feedback, will be provided. The principal will have the final authority in setting conference times and dates.

Where practicable, and in circumstances where a teacher refers a student to a special program or other instructional setting, the referring teacher may participate in any conference(s) relating to that placement. The principal will have final authority in setting the time for conferences. Every reasonable effort will be made in each school to provide a facility for private conferences.

Section 9. Solicitation of Non-Instructional Materials.

Teachers will not be required to attend meetings held for the solicitation of non-instructional materials.

Section 10. Money Collection.

Every reasonable effort will be made to reduce the money-collecting responsibilities of teachers.

Section 11. Notification of Tentative Teaching Assignment.

Teachers will be notified in writing of their tentative fall teaching and supplemental assignments prior to post planning of the preceding year. Whenever circumstances dictate changes in assignments, building administrators will notify teachers as soon as possible, via summer contact information, with an explanation.

Section 12. Teacher Planning Days.

Teacher planning days which occur during the student school year will be used primarily for self-directed activities such as maintaining and updating records, planning for the next term, and for faculty and/or departmental meetings at the local school. Any other activity must have the specific permission of the building administrator. Faculty and department meetings will not be scheduled to exceed one-half of the day.

Section 13. Observation of Classroom.

Visits to a teacher's classroom by persons other than district/school administrative/supervisory personnel and other authorized personnel may occur only after consent has been granted by the building administrator and after conferring with the teacher involved. Twenty-four (24) hours notification to the teacher will be given if district teams of three (3) or more conduct a classroom visit. Visitors to classrooms will respect the learning environment and minimize any actions that might cause a disruption.

The purpose of a learning walk is to determine trends and best practices among classrooms and departments. The Learning Walk Tool used for classroom visits will not include the teacher's name and will only be used to provide overall grade level and/or department assistance. The tool is not part of the Teacher Evaluation and Achievement Model (TEAM). Information collected in the tool is not part of any official evaluation and will only be used to provide relative feedback and assistance to individual teachers upon request, grade level and /or department groups, and the overall school.

Section 14. School Day

Unless otherwise modified by the terms of this Agreement, teachers will use the school day for carrying out their assigned responsibilities.

Section 15. Grade Reporting

To facilitate student and parent monitoring of student progress, timely reporting of grades on the district approved electronic reporting system is expected.

- A. Regular posting of grades should occur within one week of the assignment/assessment due date.
- B. If a new student enters without transfer grades, administration, guidance and/or data clerk will calculate a grade for the teacher(s) to enter. A comment should be entered by the teacher(s) stating that this grade was not given during their supervision.
- C. Posting grades for some assignments/assessments may require additional time. These may include projects, extended writing and Document Based Questions (DBQ'S).
- D. The teacher shall have the autonomy to determine the grades of students using the guidelines of the student progression plan.

Section 16. Final Grades Reporting

The reporting of final grades at the conclusion of the first through third quarter marking periods will be due five (5) workdays after the close of the quarter. A minimum of one (1) of the five (5) workdays will be without students present. The reporting of final grades for the last quarter marking period will be due by the end of post-planning.

Section 17. Effective Teaching Center

- A. The Effective Teaching Center (ETC) was a collaborative professional development process that began in 1985 with an American Federation of Teachers grant as a partnership between the Lake County Education Association and Lake County Schools.
- B. Professional Development of Lake County Schools is united in an invitational, collaborative process designed to enhance professional practice and to foster professional learning opportunities, with researched based strategies. The strategies may include those provided by the District or Educational Research and Dissemination (ER&D) Department of the American Federation of Teachers (AFT) with the intent to increase student achievement.

The guiding principles of this process include:

- With high expectations and strong support, all students will strive for and attain a higher level of achievement.
 - Professional practitioners possess the tools and have the responsibility to close the achievement gap.
 - Professional decisions are driven by student achievement/growth and are guided by data analysis.
 - Educators must engage students' families and communities as valued partners.
1. On an annual basis, a joint committee appointed by the LCEA and district bargaining teams, will review the district professional development program and make recommendations to the administrative designee over Professional Development of Lake County Schools. The committee will review participant data, fiscal accountability and identify teacher needs when formulating recommendations.

2. Implementation of research components developed by the ER&D Department of the American Federation of Teachers will continue. Topics selected by the Joint Committee will align with the district, state and national initiatives. The Association will continue to financially support participation in the ER&D training activities.
3. Professional Development of Lake County Schools will continue to prioritize support collaboration by providing substitutes, stipends and resource materials as financial resources permit. Classes for this program may be held at the Lake County Learning Resource Center (LRC) and/or LCEA meeting room.
4. Professional learning opportunities will be provided through contemporary models including, online, blended coaching and mentoring, and face-to-face sessions at school and district level, with an emphasis on building capacity and sustainability at individual school sites.

Section 18. Teacher of the Year Program

Guidelines developed by the Education Foundation and approved by LCEA, and the Superintendent for the selection of Lake County's Teacher of the Year Program will be reviewed annually in order to comply with the State Department of Education requirements. Each school will have at least one (1) LCEA representative help count the nomination ballots and the election ballots for Teacher of the Year and Rookie Teacher of the Year Selections.

Section 19. Substitute

On occasions, when the teacher is absent for a minimum of one (1) school day or longer, and provided that a suitable substitute is available, the Board agrees that such a substitute will be provided. Substitute teachers shall be expected to perform all of the teaching duties normally performed by the regular teacher as determined by the building principal.

By mutual agreement, a teacher may absorb students into their classroom. Teachers who volunteer to absorb an absent colleague's students for any amount of time greater than 2 hours will be granted release time by their administrator.

Release time will be based on the number of students absorbed:

- 1-3 student = 15 minutes
- 4-6 students = 30 minutes
- 7-11 students = 45 minutes
- 11+ students = 1 hour

Section 20. Assignment of Authority

- A. Each teacher or other member of the staff of any school will assume such authority for the control of pupils as may be assigned to him by the principal and will keep good order in the classroom and in other places in which he is assigned to be in charge of pupils, but he will not inflict corporal punishment before consulting the principal or his designee, and in no case will such punishment be degrading or unduly severe in its nature. Under no circumstances may a teacher suspend a pupil from class unless appropriate district procedures jointly developed by the parties and consistent with Florida Statutes are followed. When, in the judgment of the teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may refer the student to the principal or his designee. The principal or his designee will provide assistance and support to teachers in the handling of these referrals and will respond in writing to the teacher making said referral by noting the action taken by the administrator involved. The teacher may request a conference with the principal or his designee and possibly an appropriate specialist as soon as possible to discuss the problem and to decide upon appropriate steps for its resolution.
- B. A teacher may send a student to the building administrator's office to maintain effective discipline in the classroom. The school referral process will be used and reflect the teacher's statement of fact when applying discipline. The principal will employ appropriate discipline-management techniques consistent with the code of conduct under Section 1006.07, Florida Statutes, and report his actions to the teacher.

A teacher may remove a student from class and send the student to the principal's office: (1) when the student's behavior has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn; or (2) when the teacher determines that the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.

The teacher is responsible for providing and maintaining all documentation required for the removal of a student from the teacher's class. The teacher's documentation will include at least three (3) interventions at the classroom level (one must be parental contact); at least three (3) referrals (Level II or chronic Level I disruptions) to the office for disciplinary action; and a conference with the teacher, student, and administration which may include the parent when possible. The teacher will use the agreed upon form found in the Appendix.

If a teacher removes a student from class, the principal may place the student in another appropriate classroom, an in-school suspension, or in an alternative education program; or the principal may recommend the student for out-of-school suspension or expulsion as appropriate. The student may be prohibited from attending or participating in school sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the committee established herein determines that such placement is the best or only available alternative. The teacher and the Placement Review Committee must render decisions within five (5) workdays of the removal of the student from the classroom. Records of all decisions of the committee will respond in writing to the teacher making said referral by noting the action taken by the administrator involved. The teacher may request a conference with the principal or his designee and possibly an appropriate specialist as soon as possible to discuss the problem and to decide upon appropriate steps for its resolution will be maintained which include among other things the student's name, the teacher's documentation, the teacher's recommendation, the committee's decision and the committee's rationale for the decision.

Each school will determine the number of Placement Review Committees appropriate for its grade configuration and the length of time to be served by the committee members. Each school will establish Placement Review Committees to determine placement of a student when a teacher withholds consent to return a student to the teacher's class. Committee membership must include at least the following: two (2) teachers elected by the eligible bargaining unit members at the school, one (1) member of the school staff selected by the principal, one (1) teacher alternate elected by the eligible bargaining unit members at the school. An alternate will serve when a regular teacher member is unable to serve. Sufficient teacher alternates will be elected to ensure that the Committee will have at least one teacher available for the grade level range or subject area in which the disruptive student is enrolled. If the size of the Committee is increased, the ratio of two elected by the faculty and one selected by the principal will be maintained.

Any teacher who exercises the option to remove twenty-five percent (25%) of his or her class enrollment during the class year or course term will be required to complete professional development activities to improve classroom management skills. The district will be responsible for providing that component at reasonable times and places. The required activity(ies) must be completed before the beginning of the next school year.

Section 21. Protection.

A teacher may act as necessary and appropriate to protect himself from attack or to prevent injury to another person.

Section 22. SECTION INTENTIONALLY LEFT BLANK

Section 23. Student Teacher

No teacher will be required to accept and supervise a student teacher or any other type of teacher trainee, nor will teachers who accept be held responsible for any actions or judgments on the part of such persons operating in instructional settings as a part of preservice programs. Teachers who do agree to such supervisory assignments will be informed of guidelines under which trainees will operate and will be responsible for seeing that these guidelines are followed.

Section 24. Interview of Teacher Aide

To the extent possible, teachers will have the opportunity to be present at the interviewing of teacher aide applicants with whom the teachers will work. The principal will have the final authority to recommend the teacher aide for appointment.

Section 25. Opportunity to Make Recommendations

Teachers and/or faculty-appointed committees will be given the opportunity to make recommendations to the building administrator in studying, planning, and implementing programs of study and other operational procedures of the school and will be encouraged to become actively involved in matters which directly affect students. The recommendations of the teachers and/or faculty-appointed committees will not be altered; however, the decisions of the building administrator will be final in all cases.

Section 26. Board Assistance

The Board agrees that it will provide assistance, including consultation with the Board's attorney, to teachers in situations involving alleged violations of Sections 784.081, 1006.145 and 1012.26, Florida Statutes, where the Board determines, in its discretion, that such assistance is proper and appropriate.

Section 27. Performing Medical/Hygiene Procedures

When teachers are called upon to perform medical or hygiene procedures for students, they will do so in accordance with Florida Statutes and will receive adequate training prior to providing assistance.

Section 28. Administrative Supervisory Functions

It is not the responsibility of the Association or of the members of the bargaining unit to exercise administrative or supervisory functions in the management of the schools. In the event, however, that it becomes necessary for the principal of a school to be away from the school grounds, and no other Administrator is available, he may assign administrative duties to a member of the bargaining unit of that school provided that such member agrees to assume such administrative function.

Section 29. SECTION INTENTIONALLY LEFT BLANK

Section 30. No Tobacco Use.

In order to safeguard the health and safety of all employees in the Lake County School District, the parties agree that the use of all tobacco and vaping products is prohibited in all School Board facilities, on all School Board property, and in all School Board vehicles.

Section 31. Drug Free Workplace.

The School Board of Lake County and the Lake County Education Association subscribe to, support, and promote the goal of a drug free workplace in accordance with Section 112.0455, Florida Statutes - Drug Free Workplace Act.

The Drug Free Workplace policy ratified by the Board and the LCEA will be a part of this Agreement. Please refer to School Board Policy 3124, Drug-Free Workplace

Section 32. Dress Code.

The LCEA and the Board agree that teachers will be expected to dress in a professional manner which promotes mutual respect from students, colleagues, and the general public. Attire will not be offensive or adversely distracting, and it will adhere to basic standards of good grooming, personal cleanliness, modesty, and safety. Teachers will wear clothing appropriate to their job assignments, including the wearing of special protective gear when needed. Casual attire will be allowed on designated days and/or for designated activities as long as it meets generally accepted standards for appropriateness in the workplace. In the event an administrator believes a teacher's dress or appearance fails to meet district professional standards, the administrator will have the right to confer with the employee and to require that improvements be made.

Section 33. Workplace Safety Committees.

- A. In order to promote health and safety in places of employment in the Lake County School District, the LCEA and the Board agree that a workplace safety committee will be formed at each school and departmental worksite in the District. The committee will be governed by Section 442.012, Florida Statutes. The goal of the committee will be to reduce the occupational hazards confronting employees.
- B. The LCEA will appoint no more than two (2) representatives to each school and departmental safety committee. One of the worksite administrators will be a member of each committee. Management may also appoint an additional employee who is not included in the bargaining unit.
- C. Committee activities will include, but are not limited to, examining records; investigating workplace accidents, safety-related incidents, illnesses and deaths; conducting workplace inspections; conducting surveys of workers; conducting employee interviews; determining health and safety training needs; and making recommendations to reduce the occupational risks confronting employees.

Bargaining unit employees, who are appointed to the committees, will be compensated their regular hourly wage while engaged in workplace safety committee training, meetings, or other duties belonging to the committee as prescribed by law.

ARTICLE XI - WORKDAY AND RELATED MATTERS

Section 1. Joint Leadership Committee

Each school will have a Joint Leadership Committee quarterly. This committee will include a school administrator, department heads/team leaders, non- instructional staff member(s), an instructional representative from the workplace safety committee, and an LCEA representative or designee. If committee meetings take place during contract hours, a coverage plan will be adopted if necessary. There will be an agenda for all committee meetings. Minutes shall be taken and made available to all staff members. All instructional staff in the bargaining unit will be compensated at their hourly rate of pay for committee meetings attended outside of teacher contract time. The duties of the Joint Leadership Committee are:

A. Extra Student Supervision

When the building administrator determines teachers are needed to perform extra- student supervision and to participate in other school-related activities for which no supplement is paid during and beyond the normal teacher workday and teachers are assigned to such duties by the building administrator in order to implement the total school program, the committee will formulate a plan for such duties. This plan will include equitable rotation procedures in determining the assignments of such duties. A schedule with routine extra student supervision duties will be given to teachers within the first two (2) weeks of school. The scheduled duties will last no longer than is equitable based on the requirements of the school.

B. Emergency Procedures

Emergency communication procedures will be established for each school. Both parties acknowledge the responsibility of the building administrator to exercise the authority to reassign temporarily any teacher's duties to meet any emergency situation. For the purpose of this section, an emergency will mean something unexpected, unavoidable, or unplanned and temporarily will mean no longer than one (1) day.

Teachers will be expected, in the performance of their duty, to do what any prudent person would be expected to do under similar circumstances except that no teacher will be required to perform any act which may reasonably be considered to endanger the health, safety, or well-being of the teacher.

The Joint Leadership Committee will develop plans for student coverage in the event of an emergency situation. Such plans will use faculty-developed equitable rotation procedures involving the use of all staff with teaching certification, striving not to over-utilize the same teachers. If emergency coverage of another classroom results in a third planning period in a week being used, the teacher will be paid for a planning period outside of established work hours.

C. Start/End times

The time for reporting for duty and the responsibility for scheduling starting and ending times are delegated to the respective principals, following consideration of input from the committee, but such matters must be submitted to the Superintendent for approval.

D. Planning Period

The Joint Leadership Committee will make recommendations to ensure equitable, maximum instructional time, and planning period for every teacher, including alternate schedules for early dismissal Wednesdays, assemblies, and testing cycles. It is further understood that the principal will have final authority in determining the staff's schedule of instructional time and planning period. A principal will have the right to require a teacher(s) to engage in other activities (such as testing programs) as necessary under appropriate circumstances while continuing to provide planning time.

Section 2. Workday.

- A. Teachers are compensated on a salary basis for all hours worked. The normal teacher workday will be seven (7) hours and thirty (30) minutes. However, there are certain activities which are part of the total program of the school district, and such activities will be carried out in accordance with the following guidelines:
1. A teacher may be required to work a maximum of thirty (30) minutes before or after the normal workday for meetings, such as, but not limited to, parent/guardian meetings, and IEP meetings. A teacher who is required by a principal to attend meetings that extend beyond the normal workday, will be entitled to be released at pupil dismissal time on a subsequent day within five (5) workdays of the meeting, the exact date to be determined by mutual agreement between the teacher and the principal. Release time will be scheduled at an alternate time subject to principal approval. Upon the fifth-time within the current school year that a teacher is required to attend such a meeting, they will be entitled to submit their time for verification and receive special compensation at their normal hourly rate of pay. Meetings with the faculty to share information concerning emergency or extraordinary situations are excluded from this portion of the agreement.
 2. A teacher may be required to participate in no more than three (3) evening or weekend activities during the school year. Two-week advance notice will be given to the teacher(s) and special consideration will be given to individual cases where personal hardship would be involved. A teacher who is required by a principal to attend such a function will be entitled to equal release time during the teacher workday, such as early release Wednesdays, teacher workdays or other times approved by the school principal. Teachers will not be required to attend evening or weekend activities that are primarily designed as fundraising events.
- B. The above time limit restrictions on the teacher workday will not be applicable to those teachers who receive supplements for additional activities.

Section 3. Planning Period.

The Lake County School Board and the Lake County Education Association commit to protect the individual teacher planning period. The objective is to serve student needs while meeting all state and federal requirements. The individual teacher planning period is defined as the period during the workday when teachers can plan for their own classes and students and is teacher directed.

All classroom teachers will be provided a planning period *each day* of the student school year. The planning period will be no less than forty-five (45) minutes on non-early release days for a total of at least 135 hours of planning time, annually. Time before school or during student passing are not included in this total. Any schoolwide deviation from this requirement, that provides less than forty-five (45) minutes, will require a majority result from an anonymous vote of all instructional staff. Any deviation from this requirement that only impacts a particular team or department of teachers will require a majority result from an anonymous vote of those teachers directly impacted.

Collaborative planning, other group meetings and provision of sub coverage may be scheduled as follows:

- A. One planning period per week may be scheduled with a required meeting, or emergency sub coverage following the guidelines outlined in Section 1D (Joint Leadership Committee).
- B. If a second planning period is required in a week, teachers will be given an equivalent amount of time for individual planning on early release Wednesday.
- C. If a third planning period in a week is required, teachers must be paid for a planning period outside of established work hours. If or when necessary, teachers will work with the payroll designee at the school to report and submit the necessary form for special compensation.

IEP, parent conferences, MTSS, 504 etc. are exempt and teachers are expected to attend.

This ensures that teachers will have the equivalent of four individual planning periods per week, during a five-day school week, without school required group meetings such as collaborative planning, PLC's and professional development (this includes scheduled and required meetings by literacy coaches etc.) or the obligation to provide emergency sub coverage for other teacher's classes unless otherwise compensated with release time or compensation. Teachers may choose to meet as a group more often.

During state/district testing, an exception to these guidelines will be made to provide teacher proctors during planning periods without additional compensation.

Schools under state monitored differentiated accountability (DA) must have flexibility to meet their requirements. Teachers may be required to participate in additional collaborative planning or professional development during planning periods but will be compensated for planning outside of the workday.

Section 4. School Schedules.

All schools will have the option of utilizing non-traditional class scheduling involving variations in length of class periods. Full-time middle school teachers will be assigned no more than five (5) instructional periods. Full-time high school teachers will be assigned no more than six (6) instructional periods.

Schools will have times for intervention and acceleration in the school schedule which is not considered an additional instructional period. All instructional staff for non-core curriculum courses or non-load bearing will be incorporated into the school's plan for intervention and acceleration with an equal responsibility to support students. No additional lesson planning or grading will be required for this period of time. The intervention and acceleration time is to assist and support students in mastery of grade-level standards.

Section 5. Duty Free Lunch.

Every teacher will be assured a duty-free time for lunch of no less than thirty (30) minutes. Elementary school teachers may be expected to assist in assuring that their students are properly in the lunch line before taking their lunch break. This will not be interpreted as requiring that a teacher eat lunch with his students unless he desires to do so. On days ~~on~~ which students are not present, the duty-free lunch period will be one (1) hour and will be included in the normal teacher workday.

Section 6. Early Dismissal.

Teachers will be dismissed promptly after regular pupil dismissal time, excluding Early Release Wednesdays, on days immediately preceding a holiday, with the exception of teachers who are performing a student supervisory responsibility.

Section 7. Student Early Release

Early release is scheduled every Wednesday during the student school year. The purpose of the early release Wednesdays is for faculty meetings, professional development, collaborative planning or any other administrative meetings.

Early release days will be provided at the end of each semester for the purpose of assisting teachers in administering and grading student examinations at the middle and high school level and/or providing planning time for teachers at all levels.

These early release hours may be used as make-up hours for emergency school closures.

Section 8. Leaving During Work Hours

A teacher will not leave his place of work during working hours without permission of the building principal or his designated representative.

ARTICLE XII - PROFESSIONAL COMPENSATION

Section 1. Salary Schedule

The placement schedules will be as set forth in Appendix B which is attached to and incorporated in this Agreement. Such schedule will be based on a 196-day school calendar as negotiated by the Board and the Association and will contain five (5) paid holidays. Schedules used in prior years for salary placement will remain published on the Human Resources website for historical reference.

Teachers will be provided with access to information as to the manner of their salary calculation (Skyward custom form "Salary Summary") by the end of the second month upon ratification of the contract. Newly hired teachers will receive direction in regards to online access to salary information, a general explanation of the current placement schedule and the methods used to calculate the salary amount for each pay period at new employee orientation.

Section 2. Placement Credit

A. Credit on the placement schedules will be given to a teacher for each year of active military service up to a maximum of four (4) years. A minimum of six (6) months active military service is required to qualify for a year of service.

B. All new teachers will be given credit on the placement schedules for each year full-time teaching service for which a satisfactory performance evaluation was received.

Accredited private school teaching and/or accredited college teaching will mean that, for each year claimed, the private school/college was accredited by its respective accrediting association during the period of teaching service, and the teacher was contracted full-time.

C. For salary purposes only, a minimum of 743 work-hours will be required to qualify as a year of teaching experience. Any teacher who does not meet the 743 work-hour requirement in a given year of employment in Lake County will be entitled to combine the hours acquired from more than one year of partial service in Lake County in order to advance to the next step of the placement schedules. Hours accrued in Lake County will have been for work completed in the bargaining unit classifications set forth in Article I.

D. Credit on the placement schedules will be given to new vocational and technical teachers for all properly verified full-time teaching and vocational work experience specifically related to their teaching assignment, above the work experience required for certification, subject to the restrictions in Section 3.

E. Psychologists, Social Workers, and Speech/ Language Pathologists will be given year for year salary credit for similar or related social work in private, hospital or clinical settings. The experience must be properly verified.

Section 3. Experience Credit for New Teachers.

Credit given on the placement schedules for new teachers pursuant to 2A, 2B, 2C or any combination thereof will not exceed the maximum salary (25+) allowed on the schedule. Teachers employed prior to these dates will receive credit only for the number of years allowed by this Article at the time of their initial employment.

Any discrepancy that occurs between the employee's claim of experience and the experience which is verified will be communicated in writing to the employee within fifteen (15) days of learning of the discrepancy.

Section 4. Verification of Experience and Advanced Degrees

- A. It is the responsibility of the teacher to provide, on forms furnished by the District, verification of all full-time teaching experience earned outside of Lake County. Teachers will be paid the entry level salary based on the degree held at the time of employment; except, that all previous Lake County experience, up to the maximum allowed on the placement schedules, be credited on the first (1st) day of employment. Any salary adjustment for experience credit will be retroactive to the first duty day of the employee's regular work year, in the fiscal year in which the verification is received. Adjustments will be made when verification of experience is received by Human Resources.
- B. Teachers completing requirements from an accredited institution for an advanced degree will provide an official transcript to Human Resources. If the official transcript does not indicate the completion date of the requirements for an advanced degree, an official letter from the registrar of the institution will be required. It is understood that it will be the individual employee's responsibility to provide verification of advanced degree completion. If the advanced degree is earned in the current school year, a salary adjustment will be made retroactive to when the degree requirements were met. If the advanced degree was earned in a previous school year, a salary adjustment will be made retroactive to the beginning date of the current school year.

Section 5. Terminal Pay

As determined by Section 1012.61, Florida Statutes, and School Board Policy 3420, the Board will provide terminal pay to any teacher who qualifies for and chooses to retire or to the teacher's beneficiary if service is terminated by death. Such terminal pay will not exceed an amount determined as follows:

- A. During the first three (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. During the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
- C. During the next three (3) 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 the next three (3) years of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
- E. During and after the thirteenth (13th) year of service, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.

Terminal pay for a teacher who was employed by the Lake County Schools after the 1979-80 school year will be computed according to one of the above formulas except that “sick days” utilized in said computation will be only those sick days accrued by the teacher while employed by the Lake County Schools.

Section 6. Teacher Work Year

The regular teacher work year will be 196 days. Teachers whose duties require their full-time services on an extended basis will be paid at a daily rate of 1/196 of the annual salary applicable, such amount to be added to their regular annual salary for pay purposes.

Section 7. Additional Days Worked.

Employees who work beyond the basic 196-day contract will be given a contract approved by the Board that includes the additional days they work. All teachers in positions which fall in this category will be notified of the terms of their contract prior to July 1 preceding the school year affected.

Section 8. Issuance of Checks

Members of the bargaining unit who are on 196-day contracts will have the option of being paid 1/24 or 1/21 of their annual gross salary less deductions semi-monthly, on the fifteenth (15th) and at the end of each month throughout the school year. After the bargaining unit member selects the option, the option will remain in force for the fiscal period.

For teachers on 196-day contracts and selecting the 24-pay option, two (2) checks in the amount of the annual gross salary less deductions will be issued monthly beginning August 31.

For teachers on 196-day contract and selecting the 21 pay option, two (2) checks in the amount of the annual gross salary less deductions will be issued monthly beginning August 31.

For those teachers' working days beyond the 196-day contract, the daily rate of pay for each additional workday will be added to the 196-day gross salary. The total gross salary less deductions will be divided by twenty-four (24) to determine the amount of each paycheck to be issued twice monthly from August through July.

Teachers can contact the District's payroll department if assistance is needed in clarifying income sources.

Section 9. Overpayment

A teacher will be notified if any overpayments or underpayments are made by the school system. They will be correctly adjusted prior to the end of the contract year, according to a payment schedule agreed upon by the teacher and the representatives of the school system Finance Office, unless by mutual consent an alternate arrangement is negotiated.

Section 10. Stipend Rates for Workshops

Those teachers participating in summer workshops, and/or seminars or continuations thereof, outside of the regular workday, for which the District School Board is responsible for setting compensation, will be paid the approved District stipend rate.

Section 11. Health, Hospitalization, and Life Insurance.

- A. The benefits of the program for employees and dependents will be as outlined in the schedules of benefits.
- B. Both parties agree that consensus has been reached on the implementation of the HPI Plan, Florida Blue, Blue Options Plans 3559, 5771, 5180/081, The Standard Insurance. /EAP program, and The Standard Insurance Life Accidental Death and Dismemberment programs.

Florida Blue Options Plan 3559 is considered the Base Employee Health Insurance Plan. The Board will pay an amount equal to 95% of the base plan for employee only coverage, regardless of which health insurance plan the employee selects. For purposes of this benefit, full-time is defined as an employee who works six (6) or more hours per day. Bargaining unit employees, who elect to have child, spouse and/or family coverage, will pay contributions for child, spouse and/or family coverage.

- C. Any increase in contributions or decrease in insurance benefits will be reviewed by the Joint Insurance Advisory Committee and negotiated between the Board and the Association prior to the effective date of said change. The parties agree to begin negotiations no later than ten (10) days after the District presents an increase in contributions or a decrease in benefits based on actuarial recommendation reported to the Joint Insurance Advisory Committee.
- D. Teachers can contact the district level administrator who will be responsible for coordination of these insurance benefits if assistance is needed regarding the School Board approved health and life insurance program.
- E. The Board and the Association agree that LCEA will appoint five (5) bargaining unit employees as representatives of the Association to serve on the District's established Joint Advisory Insurance Committee. The committee members will participate in the development of a Standard Operating Procedure for the Joint Advisory Insurance Committee. The Joint Advisory Insurance Committee will meet at least quarterly and receive the plan usage reports from the third party administrator to discuss trends and possible changes to make to any future plans.

- F. Commencing on or about January 15 of each year, the Board and the Association agree to allow the Joint Insurance Advisory Committee to recommend any changes to the specifications for the insurance coverage to be included in insurance proposals. Further, the Board agrees that said proposals will be advertised for health and life insurance coverage for the period after September 1 of each calendar year, unless negotiations with insurance companies produce a result which is satisfactory to both parties.
- G. When a school administrator requests teachers to participate in a school sponsored activity, they will be considered as acting in the course and scope of their employment for workers' compensation purposes.

Section 12. Flexible Benefit Compensation Plan

The District School Board of Lake County will provide a flexible benefit compensation plan. Implementation of the program after June 30, 1989, will be subject to enrollment and a minimum of \$30,000 monthly reduction to offset administrative operation costs. The plan will comply with Statute 125 of the Internal Revenue Service Code. Additional fringe benefits available through payroll deduction will include: (1) dependent health care; (2) dental care (choice of 1 of 3); (3) vision care (choice of 1 of 2); (4) disability income protection; and, (5) life insurance.

The Joint Insurance Advisory Committee will review plans annually and may recommend canceling plans that are not in the best interest of employees.

Section 13. Emergency School Closures

When an emergency, as determined by the Superintendent or his designee, requires closing of school for students, schools will be closed for teachers also. Teachers will be paid their regular salary during such emergency; however, if the Superintendent and the Board deem it necessary, teachers will make up such time missed during an emergency at a time designated by the Board, after negotiations with the Association, without further payment of any compensation.

Section 14. Advanced Degree

A salary supplement for a Master's Degree, Specialist Degree, or Doctorate Degree, earned from an accredited college or university, may only be awarded if the advanced degree is held in the individual's area of certification. Teachers currently employed who received the advanced degree differential prior to July 1, 2011 are grandfathered in and will continue to receive the differential provided there is not a break in service with the District.

Section 15. Direct Deposit

The Board will deposit the employee's paycheck directly to a bank or other financial institution of the employee's choice, provided that said bank or institution is equipped electronically to handle such deposit. Employees may request a temporary waiver of Direct Deposit if a hardship has been requested and approved.

Section 16. Employer Taxes

Employer costs of Social Security and Medicare taxes will be deducted from any bonus, supplement, stipend, or other compensation provided directly by the state but processed for payment through the district before calculating the gross payment amount.

ARTICLE XIII - TEACHER EVALUATION

Section 1. Evaluation Responsibility

The evaluation and assessment of the performance of each teacher is solely the responsibility of the administration and may not be delegated.

Section 2. TEAM

It is agreed further that the primary objective of the Teacher Evaluation and Achievement Model (TEAM) is to improve the quality of instruction, encourage professional growth and promote student achievement.

Section 3. Evaluation Orientation

Teachers will be oriented to the evaluation model, procedures and criteria, by their building administrator and school site TEAM expert, within the first six (6) weeks of each school year or date of employment.

Section 4. Evaluations

The evaluation of teaching performance of all teachers will occur annually, using the appropriate evaluation instrument, and according to the TEAM Procedural Guide:

- A. Probationary teachers will be evaluated once each semester following the approved TEAM procedures and meeting current state mandates
- B. Teachers holding continuing, professional service, or annual contracts will be evaluated once each year following the approved TEAM procedures and meeting current state mandates.
- C. Under normal circumstances a conference between the teacher and the assessor who conducted the formal observation will be held within five (5) working days of the time of the observation was performed.

Section 5. Observations

- A. Observations of a teacher's performance may occur as often as the assessor deems necessary.
- B. All monitoring or observation of the work performance of a teacher will be conducted openly.

Section 6. TEAM Joint Committee

- A. The LCEA and the School Board agree that the TEAM Joint Committee, composed of an equal number of representatives, up to ten (10), from each party, will continue to coordinate and monitor development and implementation of the evaluation process. The TEAM Joint Committee will be authorized to explore any areas which directly or indirectly affect the evaluation process and/or influence the professional growth of teachers. All implementation will be in accordance with current state mandates.
- B. The teacher evaluation instruments for all bargaining unit employees will be those forms agreed to by both parties as set forth in the TEAM district-approved plan. The TEAM information is available on the District website.

- C. Each school/worksite should have one teacher designated as a site TEAM Expert. Teachers who have questions about the TEAM process should discuss their questions with the worksite TEAM expert. LCEA will receive a list of TEAM experts for each worksite by October 1 of each school year.

Section 7. Additional Observations

A teacher may make a request in writing to the principal for additional classroom observation(s) and written feedback by other Managerial personnel. Any feedback evaluation prepared by such Managerial personnel will be given to the principal of the school with a copy to the teacher. A request for additional classroom observation(s) must be made at least 10 days prior to the end of the student calendar year in order to be included in the Instructional Practice Evaluation report and Summative Evaluation report.

Section 8. Instructional Practice Score Appeal

Upon initial notification of their evaluation report, teachers will acknowledge the receipt of the document no later than the next workday. In the event that a teacher feels his Instructional Practice Score evaluation was incomplete or inaccurate, he may put his objections in writing. This appeal should be made within 10 workdays of receipt of the Instructional Practice Score to the building administrator and the assigned district administrator or designee. The district administrator or designee will set- up a meeting with the teacher and the building administrator to review the Instructional Practice Score data. In the event that the teacher is an LCEA member, he may request to have an LCEA officer available for representation during the Instruction Practice Score evaluation appeal meeting. The teacher will be notified of the results within 5 working days. If the review of the Instructional Practice Score results in a change of score, the Instructional Practice Evaluation report will be amended.

Section 9. Summative Evaluation Score Appeal

The summative evaluation will be reviewed after student assessment data becomes available. In the event that a teacher feels his Summative evaluation is incomplete or inaccurate, he may put his objections in writing to the building administrator and the assigned district administrator or designee. This appeal should be made within 10 workdays of receipt of the Summative evaluation score. The district administrator or designee will set up a meeting with the teacher and the building administrator to review the student assessment evaluation data. In the event that the teacher is an LCEA member, he may request to have an LCEA officer available for representation during the Summative evaluation appeal meeting. The teacher will be notified of the results within 5 working days. If the review of the additional student assessment data results in a change in the Student Performance Measures Score and Summative evaluation score the Summative evaluation report will be amended.

Section 10. NEAT Procedure

Any teacher in danger of dismissal because of poor performance will be afforded the NEAT procedure, as stated in F.S. 1012.34, which includes:

- N** - Notice of alleged deficiencies which, if not corrected, would lead to dismissal
- E** - Explanation to the teacher of alleged deficiencies and suggestions for correction
- A** - Assistance rendered by the administration to correct alleged deficiencies
- T** - Time for alleged deficiencies to be corrected.

ARTICLE XIV - PROFESSIONAL IMPROVEMENT

Section 1. Certificate Status

Newly hired teachers, teachers who have a change in their certificate status, and teachers who have renewed their certificates or their clinical license must file their valid certificates or clinical license and an official transcripts(s) of credits with Human Resources. Failure to file the certificates, clinical license, and/or official transcript(s) within thirty (30) days of their initial hire date will result in withholding of compensation until such filing(s) has been completed.

Section 2. In-Service Training During Regular Working Hours

When in-service training programs or teachers' meetings are held during teachers' regular working hours, all teachers required to be involved will attend for the full time of the program and contribute to the work at hand, unless excused in writing by the appropriate administrator. Newly hired teachers may attend a new teacher orientation, prior to the regular contractual year and will receive compensation if budgeted and Board approved.

Section 3. Lake District Accountability Process.

- A. Nothing contained in the district and/or local school accountability process will be construed to lessen or otherwise alter the authority of the school principal as provided for in law, rules or regulations. All schools will be required to have a school improvement plan according to state guidelines.
- B. School improvement plans which require waivers of the negotiated Agreement will be subject to the approval of the School Board and the LCEA.

Section 4. State Statues Regarding Professional Improvement

Teachers will comply with current State Statutes regarding professional improvement.

ARTICLE XV - ALL INSTRUCTIONAL CONTRACT TEACHERS

Section 1. Specific Provisions for Instructional Personnel as stated in current Florida Statutes

- A. 1. Instructional Probationary Annual Contract is an employment contract for a period of one (1) school year, awarded to instructional personnel upon initial employment with the School Board of Lake County, FL. Instructional Probationary Annual Contract teachers may be dismissed without cause or may resign without breach of contract.
2. Instructional Probationary Annual Contract may not be awarded by the School Board more than once to the same employee unless the person was rehired after a break in service for which an authorized leave of absence was not granted.
3. Instructional Probationary Annual Contract will be awarded regardless of previous employment in another school district or state.
4. Upon successful completion of the Instructional Probationary Annual Contract, the School Board may award an Annual Contract under the following provisions:
- a. The employee has successfully completed an Instructional Probationary Annual Contract with the School Board for one (1) year.
 - b. The employee holds an active professional certificate or temporary certificate or Local Vocational Certificate according to School Board Policy issued pursuant to F.S. 1012.56 and rules of the State Board of Education.
 - c. The employee has been recommended by the District School Superintendent for the Annual Contract based upon the individual's evaluation under F.S. 1012.34 and approved by the School Board.
- B. 1. Annual Contract is an employment contract for a period of no longer than one (1) school year which the School Board may choose to award or not award without cause. The Annual Contract is issued to a member of the instructional staff who has completed the following requirements as of July 1, 2011, as outlined in State Board of Education Rules and F.S. 1012.335.
- a. Holds an active professional certificate or temporary certificate issued pursuant to F.S. 1012.56 and State Board of Education Rules or an active local vocational certificate issued pursuant to School Board Policy 3120.
 - b. Has been recommended by the District School Superintendent for the Annual Contract based upon the individual's evaluation under F.S. 1012.34, the Lake County Teacher Evaluation and Achievement Model (TEAM) and approved by the School Board.

- c. Has not received two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three (3) year period, or three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under F.S. 1012.34 and F.S.1012.35
- 2. An Annual Contract instructional employee who accepts a written offer from the School Board and leaves the position without prior release from the same will be subject to the jurisdiction of the Education Practices Commission.
- C. 1. Professional Service Contract is a contract issued to a member of the Instructional staff who has completed the following requirements on or after July 1, 1984, or before July 1, 2011, as outlined in State Board Rules and F.S. 1012.33:
 - a. Holds an active professional certificate or an active local vocational certificate.
 - b. Has been recommended by the District School Superintendent and reappointed by the School Board based on successful performance of duties and demonstration of professional competence.
 - 2. Professional Service Contract will be renewed each year unless:
 - a. The District School Superintendent, after receiving the recommendations required, charges the employee with unsatisfactory performance and notifies the employee of performance deficiencies as required by F.S. 1012.34; or
 - b. The employee receives two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three (3) year period or three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under F.S. 1012.34 F.S. 1012.33.
 - 3. The employee who holds a Professional Service Contract will be placed on performance probation and governed by the provisions of this section for 90 calendar days following the receipt of the notice of unsatisfactory performance to demonstrate corrective action. School holidays and school vacation periods are not counted when calculating the 90-calendar day period. During the 90 calendar days, the employee who holds a Professional Service Contract must be evaluated periodically and appraised of progress achieved and must be provided assistance and in-service training opportunities to help correct the noted performance deficiencies. At any time during the 90 calendar days, the employee who holds a Professional Service Contract may request a transfer to another appropriate position with a different supervising administrator; however, if a transfer is granted pursuant to F.S. 1012.27(1) and 1012.28(6), it does not extend the period for correcting performance deficiencies.

D. 1. Continuing Contract is a contract issued to a member of the instructional Staff who completed the specific requirements prior to July 1, 1984 as outlined in State Board Rules and F.S. 1012.33

2. Continuing Contract teachers will be renewed each year unless the employee has received two consecutive annual performance evaluation ratings of unsatisfactory, two annual performance evaluation ratings of unsatisfactory within a 3-year period, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under F.S. 1012.34 and SB 736. The provisions of F.S. 1012.33 will be followed regarding contract renewal.

Section 2. Notification of Reappointment

- A. 1. Currently, state statute does not allow reappointment of annual contract teachers based on their evaluation. If state statute changes, this item will be brought to bargaining to readdress this issue immediately. At that time, language will be negotiated to allow for based on effective/ highly effective evaluation status of previous year(s).
2. Annual and Probationary contract teachers determined by school administration to be reappointed will be notified prior to the instructional transfer period.
 3. The School Board will have no re-employment obligations to Annual contract teachers. If subsequently rehired on or before September 15th of the following school year, such teachers will be considered to have maintained continuous employment status for the purposes of this contract.
 4. The School Board will have no re-employment obligations to a temporary teacher who has been hired to fill in for a teacher on Board- approved leave.
- B. Based on employment needs determined by the Board, teachers may be employed for specified periods of time less than one hundred ninety-six (196) days.

Section 3. Dismissal of Instructional Personnel for Just Cause

- A. Any instructional employee may be dismissed during the term of the contract for just cause. Just cause is defined by rule of the State Board of Education as:
1. Immorality;
 2. Misconduct in office;
 3. Incompetency;
 4. Gross Insubordination;
 5. Willful neglect of duty or;
 6. Being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt; any crime involving moral turpitude

- B. The dismissal for just cause cited in Article XIII is not meant in any way to limit the discipline that is outlined in Article VIII of the Agreement Employee Discipline Plan.

ARTICLE XVI - DIFFERENTIAL PAY POSITIONS

Section 1. Differential Pay Position Vacancies

All teachers will be entitled to apply for differential pay positions. No teacher will be required to accept a differential pay position unless a suitable, qualified volunteer is not available for the position. Prior to any bargaining unit member being required to accept a differential pay position the administration will solicit volunteers through advertisements in (1) the school; (2) the school district; (3) the community in which the school is located. In cases of emergency the principal will temporarily appoint, on a short-term basis, a bargaining unit member to fill the position until a suitable qualified person assumes the position. Qualification and suitability will be determined by the Superintendent or his designee.

Section 2. Differential Pay Salaries

Differential pay salaries will be those as set forth in Appendices C and D which are incorporated in this Agreement. Teachers appointed to such positions will be paid in accordance with the said appendix.

Section 3. Differential Pay Position Exceptions

All instructional staff receiving supplements will carry a full instructional/supervisory load and such duties for which a supplement is received will normally be conducted in addition to the regular teacher workday. Any exception to this provision must be approved by the Superintendent or his designee. The Association will be notified in writing of any exceptions granted in this section.

Section 4. Differential Pay Position Appointments

The employees designated to receive differential compensation will be appointed by the building principal upon approval by the Superintendent or his designee. Prior to appointing teachers for differential pay positions contained in Appendix D, the principal will publicize within the school the positions to be filled and solicit volunteers for such positions via e-mail system for all building employees to view.

Section 5. Length of Appointment

All appointments of additional duties to teachers for which a supplement to the regular salary is paid will not exceed one year.

Section 6. Changing Differential Pay Position Assignment

The principal, with the approval of the Superintendent or his designee, retains the right to change any differential pay position assignment when in the principal's judgment the teacher is not performing the duties in a satisfactory manner.

Section 7. Differential Pay Position Duties

An outline of the duties to be performed to earn a supplement listed in Appendix D will be in writing and approved by the principal. The written outline of duties will be signed by the teacher and principal and approved by the Superintendent or his designee. One (1) copy will remain with the principal and one (1) will be filed with the Superintendent or his designee prior to the beginning of the program for which a supplement is to be paid. A copy will also be given to the teacher and to the Association upon request.

Section 8. Differential Pay Position Job Descriptions

To ensure that the intent of contractual provisions is upheld, procedures used in fulfilling requirements needed to obtain full or partial payment for differential pay will be included with and/or attached to job descriptions for such positions.

Section 9. Differential Pay Position Supplements

No employee may receive pay for more than three (3) supplements for duties performed. Any exception to this provision must be approved by the Superintendent or his designee.

Section 10. Differential Pay Position over the Entire Contractual Period

Payment of supplements for services rendered over the entire contractual period will be paid commencing with the performance of responsibilities and will be prorated over the entire contractual period.

Section 11. Differential Pay Position Less Than the Entire Contractual Period

Payment of supplements for services rendered over a period of time less than the entire contractual period of time will be paid in one (1) payment after service has been rendered. Payment will be made in a separate check at the conclusion of the activity. In all cases the supplement will be paid no later than fifteen (15) days after the conclusion of the normal season and the performance of responsibilities as defined by the appropriate job description.

Section 12. Head Football Coaches

Head football coaches will be paid eighty-five percent (85%) of the supplement at the end of the regular season. The remaining fifteen percent (15%) of the supplement will be paid at the end of the spring season.

Section 13. Athletic/Intramural Directors

The athletic/intramural directorship will normally be a non-coaching position with total emphasis directed toward the promotion of the total athletic/intramural program. An Athletic Director/Intramural Director may be allowed to coach and to receive supplements, but such action will require the express approval of the Superintendent or designee.

Section 14. Athletic Fines.

In the event a fine is imposed by the Florida High School Athletic Association, as the result of a coach's action or inaction, it will be the responsibility of the coach to reimburse the school the amount of said fine.

ARTICLE XVII - TRANSFERS, REDUCTIONS IN FORCE AND VACANCIES

Section 1. Authority.

The Superintendent will have the authority to transfer teachers within the system according to the language as found in Section 2 when the interests of the educational program and the operation and efficiency of the school system require such action. The School Board will act on recommendations of the District School Superintendent regarding transfer of any employee.

The instructional transfer period will open immediately following the reappointment deadline and remain open for five (5) workdays.

Section 2. Transfers.

A. Voluntary Transfers.

Consideration will be given to teachers on the basis of certification, qualifications, performance evaluation and ability to meet the program needs of the school. Length of service to the school district, while not the controlling factor, will be considered.

B. Involuntary Transfers.

A teacher may be transferred from one (1) school to another within the District. The Superintendent will consider, among other things, the suitability of the teacher's qualifications, and performance evaluation as they relate to the needs of the position to be filled and will give special consideration to the teacher's personal preferences, place of residence, and other relevant factors.

C. A teacher who is required to change classrooms will have assistance moving boxes and furniture and will be provided appropriate equipment to do the job safely. If such involuntary transfer places a teacher out-of-field or outside their scope of certification, passing test scores may be submitted for reimbursement using the designated HR form, pending the availability of grant funding.

Section 3. Vacancies.

A. When a vacancy occurs in the bargaining unit, said vacancy will be advertised with the necessary requirements and qualifications on the School District's official website and applicant tracking system.

B. Advertising of vacant positions will be as follows:

1. Weekly for a minimum of five (5) days prior to being filled.
2. Beginning at the end of the post planning period and continuing until the last week of the first month of school, positions must be advertised a minimum of three (3) days before hiring may occur.
3. Advertisements will include qualifications, salary, and any special job requirements.

- C. The School Board declares its support of a philosophy of attempting to fill vacancies from within school system personnel based on certification, qualification and performance evaluation. The School Board retains the sole right to determine whether or not an applicant is qualified.
- D. All applicants will be given due consideration. If requested, unsuccessful applicants will be given reasons for not attaining that position.

Section 4. Reduction in Force.

If workforce reduction is needed, the District School Board must retain employees at a school or in the school district based upon educational program needs and the performance evaluations of employees within the affected program areas. Within the program areas requiring reduction, the employees with the lowest performance evaluations must be the first to be released; the employees with the next lowest performance evaluations must be the second to be released; and reductions will continue in this manner until the needed number of reductions has occurred. The District School board may not prioritize retention of employees based upon seniority, according to F.S. 1012.33(5).

Section 5. Reassignments.

The Superintendent will have authority to reassign teachers including reassignment of duties and responsibilities within a school when the interest of the educational program and the operation and efficiency of the school system require such action.

A teacher who is required to change classrooms will have assistance moving boxes and furniture and will be provided appropriate equipment to do the job safely. If such reassignment places a teacher out-of-field or outside their scope of certification, passing test scores may be submitted for reimbursement using the designated HR form, pending the availability of grant funding.

Section 6. Redistribution of Teachers Due to the Opening, Closing and/or Redistricting of Schools.

For the purpose of this section, the term “affected school(s)” refers to a school that is sending and/or receiving students from or to another school or schools.

- A. Due to the closing, opening or redistricting of schools, students are reassigned, and the projected FTE is adjusted at the affected school(s). Instructional allocations are determined or adjusted as necessary.
- B. A special posting of the vacancies created by the reassignment of students will be posted at the affected school(s). Instructional personnel at affected school(s) are eligible to apply for posted vacancies. Principals are not obligated to interview all who apply.

- C. Principals may only hire instructional personnel from each of the affected school(s) in a number that corresponds directly to the number of students received from that school. At a designated time set by Human Resources, instructional personnel interviewed from affected schools(s) will be notified of their reassignment status by the appropriate principal. If sufficient vacancies exist, qualified teachers from affected school(s) who have not been reassigned will be placed at the receiving school(s). All remaining qualified teachers will be placed district wide. After all remaining qualified teachers from affected schools have been placed, the district reappointment schedule will resume.

ARTICLE XVIII - LEAVE OF ABSENCE

Section 1. Definition.

A leave of absence is permission granted by the Board according to its adopted policies and the terms of this Agreement for an employee to be absent from duty for a specified period of time with the right to return to employment on the expiration of leave.

Section 2. Regular Sick Leave.

Any member of the instructional staff employed on a full-time basis in the public schools of Lake County who is unable to perform his duties in the school because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his own household and consequently has to be absent from his work, will be granted leave of absence for sickness by the Superintendent or by someone designated by him to do so. Each member of the instructional staff employed on a full-time basis will be entitled to four (4) days of sick leave as of the first (1st) day of employment of each contract year, and will thereafter earn one (1) day of sick leave for each month of employment, which will be credited to the member at the end of that month and which will not be used prior to the time it is earned and credited to the member. The member will be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Teachers working beyond 196 days will earn one (1) day sick leave for each twenty (20) day period. Those working less than a twenty (20) day period will earn one (1) day sick leave if employed for a minimum of thirteen (13) days. Such sick leave will be cumulative from year to year. There will be no limit in the number of days of sick leave that may accrue, except that at least one-half (1/2) of this cumulative leave must be established within the district granting such leave.

Instructional personnel will be entitled to transfer sick leave credit from other Florida school districts or a state educational agency to the Lake County School District. Transferred sick leave will be in addition to sick leave earned in this District. The transferred leave which is credited to an employee's account will not exceed the amount or rate earned during employment in the District. It is the employee's responsibility to contact the other school district(s) or agency(ies) to request a transfer of sick leave.

If an instructional staff member employed in the District interrupts professional service and subsequently returns to professional duty in the District without having transferred and used his accrued sick leave credit in another Florida school district, previous accrued sick leave will become valid on the first day of contractual service.

Section 3. Sick Leave Bank.

Teachers of Lake County may participate on a voluntary basis in any sick leave bank which is established by the Board. The LCEA will be represented on the Bank Administrative Committee when established. The LCEA appoints two positions to the Bank Administrative Committee.

Section 4. Maternity/Parental Leave.

- A. Teachers requesting leave of absence for the purpose of childbearing may use their accumulated sick leave during the period when they are no longer able to work through the time the doctor certifies them physically able to return to duty. Any teacher wishing to remain on leave beyond the time when accumulated sick leave is exhausted, may apply for leave of absence without pay not to exceed a period of one (1) year. Teachers will be allowed to remain on the job until they are unable to perform their assigned duties.
- B. When a teacher notifies the Superintendent that the doctor has certified her physically capable to return to active employment after a leave granted for childbearing, said teacher will be assigned to the same position or to a substantially equivalent position if such positions are available.
 - 1. A full-time member of the instructional staff who is an expectant mother at the beginning of the school term or who becomes pregnant during the school term will upon request be granted maternity leave without pay as provided herein. When the employee determines that she is pregnant and wishes to take maternity leave, she may file with the superintendent a written application for leave with an attached statement from the attending physician stating the expected date of birth of the child. If possible, the effective date for the suspension of services will be mutually agreed to by the teacher and her immediate administrative superior. Such a decision will be based on, but not limited to, physical condition, effectiveness in carrying out her assigned duties, availability of a satisfactory replacement, term of service required for credit for a year of service for contract and salary purposes during that school year. When a mutually acceptable date for the initiation and termination of leave cannot be achieved the dates will be fixed as follows: the leave will commence on a date determined by the employee in consultation with her doctor and will terminate upon certification of the doctor that she is physically capable of performing the duties of teaching.
 - 2. Maternity/Parental Leave may be given for the portion of the year in which the baby is born or adopted and for one succeeding year subject to reapplication of leave in accordance with School Board policies. A teacher on Maternity/Parental Leave may substitute teach during such leave.
 - 3. Any member of the instructional staff who is on maternity leave for the remainder of a school year or for the entire school year who, on the expiration of leave, wishes to return to duty at the beginning of the next school year will notify the superintendent in writing of such desire no later than April 1.

Section 5. Leave for Personal Reasons Charged to Sick Leave.

Instructional personnel will be granted six (6) days of personal leave with pay per school year with no more than five (5) days used consecutively for the purpose of conducting personal business in accordance with the following conditions. Such leave will be chargeable to sick leave and will not be cumulative from year to year. Except for emergency or unforeseen situations, personal leave requests must be submitted at least five (5) days prior to the date that the employee desires to be absent from his duties. Requests submitted after the notice period may be denied if adequate arrangement for coverage of the teacher's responsibilities cannot be accomplished. A principal may not approve personal leave for more than ten percent (10%) of the instructional staff at a school on a given day without prior approval of the County Office.

Personal leave may not be granted: to extend vacation time or recess periods; on the days before or after school holidays; or during pre- or post-planning except in unusual circumstances and not unless approved by the Superintendent or his/her designee. The Superintendent will consider the Principal recommendation and whether or not there is a satisfactory explanation for the request.

Section 6. Illness In-Line-Of-Duty Leave.

Any full-time employee of the instructional staff will be entitled to illness in-line-of-duty leave when he needs to be absent from his 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, excluding common colds, flu, and other sickness of this nature. A physician's statement verifying the nature of the injury or illness must be provided by the employee before illness in-line-of-duty leave pay is granted. Furthermore, it is incumbent upon the employee to provide reasonable evidence that such illness was contracted, or such injury was incurred during his line of duty. Such leave may be authorized for a total not to exceed ten (10) duty days during any school year for illness contracted or injury incurred from such causes as prescribed above. Such leave will not be deducted from the employee's sick leave. In the case of sickness or injury occurring under such circumstances, additional sick leave may be granted for such term and under such conditions as the Board will deem proper.

Section 7. Jury Duty/Subpoenaed Witness Leave.

An employee who is called for jury duty or subpoenaed as a witness to a proceeding in which he is not a party on a regularly scheduled working day or days will be paid his normal earnings for time lost by reason of such service.

Section 8. Temporary Duty/In-Line-Of-Duty Leave.

A teacher may be assigned temporarily or may request assignment temporarily to duties other than his regular duties and place of employment for the purpose of performing educational services including participation in school surveys, professional meetings, study courses, workshops, and similar assignments of public service. All requests for assignment to temporary duty, except as provided below, will be submitted to the Superintendent at least ten (10) days in advance. The Superintendent may waive the requirement of ten (10) days advance notice.

An employee will receive his regular pay and may be allowed expenses as provided by law and regulations of the School Board. Such temporary duty will be considered equal to the regular duties of the individual, and an employee performing such assigned temporary duty will not be considered to be on leave. An employee will not be assigned to temporary duty for the purpose of earning college credits, improving rank, or renewing his certificate, except when participating in a staff development program approved by the School Board. Temporary duty within the district may be approved by the principal or department head when no substitute service or additional cost to the Board is involved. The principal or department head authorizing such temporary duty will be responsible for determining that the temporary duty has been performed by the instructional employee. No temporary duty forms need to be submitted for this type of temporary duty assignment.

Section 9. Military Leave.

Military leave will be granted to an employee who is required to serve in the armed forces of the United States or the militia of the State of Florida in fulfillment of obligations incurred under the selective service laws or because of membership in the reserves of the armed forces or the National Guard. For Reserve or Guard Training, compensation allowed during military leave will not exceed 240 hours in any one (1) annual period as provided in Section 115.07, Florida Statutes. Upon the recommendation of the Superintendent, leaves of absence for additional or longer periods of time for assignment to duty functions of a military character will be without pay and may be granted by the Board and when so granted will be without loss of time or efficiency rating. For Active Military Service, compensation during military leave will be granted for the first thirty (30) days with full pay. Leave of absence for additional or longer periods of time will be without pay. Accrued time off may be substituted for unpaid leave. Military leave will not be counted in determining a year of service for professional service contract purposes. When an employee enters voluntarily into any branch of the armed services for temporary or extended periods of service, military leave may be granted at the discretion of the Board and except in unusual cases will be denied to a member of the instructional staff when he is expected to be engaged in the work of the profession. An employee granted military leave for extended duty will, upon completion of the tour of duty, be returned to duty without prejudice, provided an application for re-employment is filed within six (6) months following date of discharge from active military duty. Following receipt of the application for reemployment, the School Board will have a reasonable time, not to exceed six (6) months, to reassign the employee to duty in the school system.

Section 10. Vacation Leave.

- A. Teachers who are employed for the same number of days required of twelve (12) month managerial personnel will accrue vacation leave, exclusive of holidays, with compensation as follows:
1. A teacher with less than five (5) years of continuous service at the rate of one (1) day per month cumulative to twelve (12) workdays per year.
 2. A teacher with five (5) years or more of continuous service at the rate of one and one-fourth (1-1/4) days per month cumulative to fifteen (15) workdays per year.
 3. A teacher with ten (10) years or more of continuous service at the rate of one and one-half (1-1/2) days per month cumulative to eighteen (18) workdays per year.
 4. Vacation leave credit may be accrued from year to year, not to exceed thirty (30) days, at the beginning of any fiscal year.
 5. Vacation leave may not be taken nor otherwise compensated for until the employee has completed twelve (12) months of employment with the Board.
- B. Vacation leave may be approved by the Superintendent upon the written request of the employee and with prior approval of the employee's administrative superior. Vacation leave will be so scheduled as to cause a minimum disruption of the school program.
- C. Any member of the instructional staff employed on a part-time basis who works in excess of one-half (1/2) the hours or days required for a full-time position but less than the total hours or days required for a full-time employee will not be entitled to vacation leave.

- D. In addition to the above provisions, the following conditions will apply to the accrual of vacation leave:
1. Employment prior to the sixteenth (16th) of any month will permit the month to be counted as a month of employment.
 2. Termination of employment after the fifteenth (15th) of any month will permit the month to be counted as a month of employment.
 3. Leave without pay in excess of eleven (11) workdays in any month makes a teacher ineligible for vacation accrual for that month except a teacher on leave from injury-in-line-of-duty.
 4. Any twelve (12) month teacher who resigns prior to the completion of a full month of employment will not be granted any vacation leave credit.

Section 11. Leave of Absence for Personal Reasons.

An employee desiring personal leave for any other reason will file a written application setting forth the reasons for and the purpose of the requested leave. The Board will consider such an application on its own merits and in arriving at a decision will consider the best interests of the employee and the general welfare of the school system. Such leave will be without compensation.

Any leave of absence for personal reasons will not exceed one (1) contract year. Requested leave of absence for more than one (1) contract year will have Board approval based on the merits and unique need of the request. The decision of the Board will be final.

Section 12. Leave of Absence for Extended Professional Leave.

Professional leave without pay will be granted to a teacher who wishes to continue his education. Such leave may not be taken during the school term. Application will be made by a letter of explanation relative to the purpose of the leave. Following the termination of the leave, the teacher will present evidence of having earned at least nine (9) semester hours of credit each semester or the equivalent, or evidence of satisfactory progress in graduate school.

Section 13. Pre-Planning and Post-Planning Professional Leave.

- A. Leave during pre-planning and post-planning conference periods:
1. A request for professional leave during a pre-planning or post-planning conference period will have the recommendation of the principal in accordance with the following provisions:
 - a. The teacher must carry a minimum of six (6) semester hours or an acceptable load in graduate school in the educational institution or in an institute.
 - b. The graduate program will be at an accredited and approved institution.
 - c. The teacher must be adding additional subject areas to his certificate for reassignment or must be attending school in order to improve the instructional program of the school.

2. Professional leave with pay during the pre- and post-planning conference period will be applied for on the proper form. If the application is not in the Superintendent's office thirty (30) days prior to the first day of the leave requested, the leave may be denied. The application will include evidence provided by the teacher supporting the reason for the absence. A member of the instructional staff who is not returning to the Lake County School System for the next school year may not be granted professional leave during the pre- or post-planning conference period.

Professional leave with pay may be granted during the pre-planning and post-planning conference periods not to exceed five (5) days during any contract year. Such leave may be granted three (3) times during a period of five (5) successive years. Such leave when granted will be with pay and will not exceed five (5) days during any contract year.

Section 14. Professional Leave to Attend Summer School.

At the completion of three (3) consecutive years of service on a twelve month contract, an instructional employee may be granted thirty (30) days of professional leave. Such accrued leave may be combined with vacation leave for the purpose of attending summer school. Such leave will be with compensation.

Section 15. Sabbatical Leave.

A maximum of ten (10) teachers annually who have been selected for sabbatical leave under the provisions of this Article may elect to work for eighty percent (80%) of their regularly contracted salary for a four-year period while having the remaining twenty percent (20%) of their salary withheld in order to take leave with full pay the fifth (5th) year for professional or personal growth at the salary they would have received if not on leave. The school district will continue to pay the health and life insurance negotiated premium for the year of sabbatical leave. It will be understood that a teacher granted sabbatical leave will return as a teacher in the Lake County School System for at least one (1) year of effective teaching service in the same or a similar level position held before leave commenced. The Board will have the right to select and approve teachers for sabbatical leave according to guidelines developed by representatives of the Board and the LCEA and approved in a memo of understanding signed by the parties.

Teachers selected by the Board for sabbatical leave will be expected to demonstrate continuing commitment to the six-year program. In the event a selected teacher is required to withdraw due to personal or other acceptable reasons, all salary withheld will be paid to the teacher, or to the teacher's designated beneficiary or estate if no beneficiary has been designated.

Teachers interested in applying for sabbatical leave under the provisions of this Article will do so no later than three (3) months prior to the end of the contract period in which application is made.

Section 16. Family and Medical Leave Act.

The parties agree to comply with the provisions of the Family and Medical Leave Act.

Section 17. Bereavement Leave.

Full-time employees may apply for up to two (2) days of paid bereavement leave in the event of a death in his/her immediate family in order to attend to related issues. For the purpose of this designated leave, immediate family is defined as a father, mother, brother, sister, husband, wife, child, or member of one's own household. Bereavement leave must be used within (30) thirty days following the death of his/her immediate family member. An employee may apply for a maximum of two (2) days of bereavement leave per fiscal year. Bereavement is not accumulative. Employees will not be paid for days not scheduled to work. Employees are required to provide a copy of the obituary or other satisfactory document to accompany the leave request for approval.

ARTICLE XIX - TRAVEL AND REIMBURSEMENT

Section 1. Authorized Travel

Authorized travel for employees of the Board will be reimbursed as follows:

- A. In-district travel which has been expressly authorized by the district office will be reimbursed at the rate established by School Board Policy 6550, up to a maximum of 1000 miles per month. If travel in excess of 1000 miles per month is anticipated by the employee, the employee must obtain approval in advance of the travel in order to be reimbursed.
- B. Out-of-district travel which has been expressly authorized by the district office will be reimbursed as follows:
 - 1. One day trips: Expenses by authorized employees on school business which requires only one (1) day of absence will be reimbursed for travel at the rate established by School Board Policy 6550.
 - 2. Overnight trips: Expenses by authorized employees on school business requiring absence in excess of one (1) day will be reimbursed for travel and per diem at the rate established by School Board Policy 6550. Travel will be reimbursed at air travel tourist rates when this is more economical than mileage and per diem by car.
- C. Teachers who drive their own vehicles to required meetings at sites other than their normal worksites, or who are assigned to more than one (1) worksite, will be reimbursed at the maximum mileage rate as established by School Board Policy 6550, according to the following conditions:
 - 1. Travel from the normal worksite to the required meeting and from the required meeting to the normal worksite will be reimbursed.
 - 2. Travel from the teacher's home to the required meeting and from the required meeting to the teacher's home will be reimbursed only for those miles of driving distance which exceed the driving distance between the teacher's home and normal worksite.
 - 3. Travel from one (1) assigned worksite to another assigned worksite will be reimbursed.
- D. A teacher will not be required to transport students in his own automobile for school related activities except those teachers having to transport students based on job expectations. A teacher transporting students with his automobile for school related activities will be approved by the Office of Risk Management.

Teachers who are required to transport students will be reimbursed for approved trips at the rate approved by the Board. Teachers requesting mileage reimbursement will have the responsibility to complete the necessary forms and submit them to the building manager.

Section 2. Mileage

Mileage within the district will be computed and paid according to the district mileage schedule.

Section 3. Travel in Groups

When more than one (1) employee is going to the same destination, travel will be pooled or a bus will be provided where such is possible. Teachers who choose not to participate in available carpools and/or buses provided will not be entitled to reimbursement.

Section 4. Common Carrier

Where a common carrier is used, reimbursement will be made only for the most economical class. The expense of common carrier travel may be processed through the district office on a purchase order or by copies of paid bill(s) attached to the employee's travel voucher.

Section 5. Reimbursement

Reimbursement may be requested for tolls, taxis, and registration fees, and limousine service when properly documented. No reimbursement may be authorized for gratuities.

Section 6. Reimbursement Documentation

In all cases, documentation acceptable to the Board will be required for reimbursement.

ARTICLE XX - SUMMER SCHOOL

Section 1. Summer Voluntary Pre-K Program

- A. The provisions of this article are in place to continue the state-mandated Voluntary Pre-K program. The Board and LCEA concur that the program requires flexibility in order to be successful.
- B. Eligible instructional personnel as defined by the collective bargaining agreement may apply to the program for consideration of employment using forms prescribed by the district and will be considered for selection using guidelines similar to those used for summer reading camps. Administrators for the designated centers will be responsible for hiring their instructional staff from qualified applicants.
- C. Candidates will be required to meet Level 2 screening requirements consistent with state VPK legislation. Applicants should understand that some children enrolling for this program may not be fully toilet trained and the program will require instructional staff members to accommodate these students' needs without additional staff support.
- D. The dates of employment for employees selected to work during the Summer Pre-K program will be established in the spring of the preceding school year based upon the parameters of the preceding and succeeding board approved student calendars. The program will consist of 2 sessions. Teachers may choose to work one or both sessions.
- E. The beginning and ending times, and length of the student day and teacher day will be established annually based on the needs of the program. The total hours for the teacher's day will include planning and a break.
- F. Each VPK teacher will be supplemented 2 hours per day with a Resource Teacher that will allow the VPK teacher planning, break, lunch and necessary time for VPK responsibilities. The Resource teacher day will be employed hourly with a minimum of 4 hours per day. The length of the day will be determined by the need required for the number of students enrolled.
- G. Teachers will be salaried employees and paid at their regular hourly rate for hours worked in the program. It is expressly understood that the unique funding process for the Voluntary Pre- K program is regulated by the State of Florida and is payable based on actual daily student attendance. This process may require the reduction of teacher units if enrollment falls below the prescribed staffing model limits in a given center. Therefore, teachers will be employed on an hourly basis, as needed to accommodate student enrollment.

Section 2. Exceptional Child Summer School

Depending upon funding, exceptional child summer school programs starting and ending dates will be determined by the Superintendent. A Memo of Understanding between the Board and the LCEA will clarify teacher hours, wages, and working conditions.

All members of the bargaining unit will be eligible to apply for advertised summer school positions. Consideration will be given to applicants on the basis of certification, qualifications, and ability to meet the program needs of the school. Length of service to the school district, while not the controlling factor, may be considered.

Section 3. Summer School Program

- A. All teachers will be eligible to submit applications to teach in the summer school program. Teachers will apply directly to the school administrator who will supervise summer school at the designated location(s). The date for submission of applications will be determined by the District Office and will be clearly stated in the guidelines when they are distributed for posting. Applications may be submitted only during the submission time indicated. Teachers will be notified of the disposition of their applications as soon as possible.
- B. A teacher will be employed in the summer school program on a day-to-day basis depending upon the enrollment of students as determined by the Board, and teachers may be laid off at any time when enrollment requires such action.
- C. A teacher who is employed in the summer school program will be compensated on the basis of a daily rate which will be computed on the hourly rate of the teacher's salary for the preceding school year. A teacher will not be compensated for days on which the teacher is absent from work, and a teacher must work a minimum of half or more of a day in order to receive pay for that day.
- D. A teacher who works a minimum of twenty (20) days during the summer school program will accrue one (1) day of sick leave. A teacher who works in the summer school program for the six-week term will be allowed one (1) day of sick leave with pay if needed.
- E. The teacher workday for the summer school program will be determined through a Memo of Understanding. A minimum of thirty (30) minutes for a workday of not more than five (5) hours or forty (40) minutes for up to one and one-fourth (1 1/4) hours thereafter will be included for planning purposes and necessary supervisory duties such as bus duty and "break" supervision.
- F. The Superintendent will determine the starting and ending dates for the summer school program.
- G. Teachers employed in the summer school program will be paid according to the District's payroll schedule.
- H. All members of the bargaining unit will be eligible to apply for advertised summer school positions. Consideration will be given to applicants on the basis of certification, qualifications, and ability to meet the program needs of the school. Length of service to the school district, while not the controlling factor, may be considered.

ARTICLE XXI - SCHOOL PLUS

Section 1. School Plus Positions

All certificated personnel at the designated School Plus site will be entitled to apply annually for School Plus teaching and supervision. No teacher at the designated school site will be required to teach and supervise School Plus. Nothing in this language will preclude deans and/or assistant principals from applying and/or being accepted for the School Plus position. Designated school sites will be determined by the principals. In cases where one site serves more than one (1) school, each faculty will have the opportunity to apply for the School Plus position(s).

Section 2. School Plus Position Advertisements

The principal will advertise the School Plus positions to the school faculty for a period of one (1) week.

Section 3. School Plus Position Selection

Selection for the School Plus position will be determined by the principal based on qualifications and suitability.

Section 4. School Plus Position Changes

The principal, with the approval of the Superintendent, retains the right to change the School Plus teacher when in the principal's judgment the teacher is not performing the duties in a satisfactory manner.

Section 5. School Plus Position Appointments

The principal may appoint more than one (1) teacher to the School Plus position should he/she decide that it is in the best interest of the school site to rotate the School Plus position among staff members.

Section 6. School Plus Position Duties

An outline of the duties to be performed to earn compensation for the School Plus position will be in writing and approved by the principal and the Superintendent. One (1) copy will remain with the principal and one (1) copy will be filed with the Superintendent prior to the beginning of the program.

Section 7. School Plus Emergency Procedures

The staff member in charge of School Plus will be provided with procedures to use in case of an emergency.

Section 8. School Plus Workday Hours

The School Plus workday will be three (3) hours and forty-five (45) minutes in length unless otherwise determined.

Section 9. School Plus Compensation

A staff member who is employed for the School Plus program will be compensated on the basis of a daily rate which will be computed on the hourly rate of the staff member's salary for the current school year.

Section 10. School Plus Absences

A staff member who has been appointed to the School Plus position and is absent from work will not be compensated for the day(s) the staff member is absent from work. The staff member will notify the school principal on the day preceding the designated School Plus day the employee anticipated being absent.

Section 11. School Plus Program Cancellation

The Board reserves the right to cancel the School Plus Program at any time. (Compensation will be calculated based on the employee's daily rate which will be computed on the staff member's hourly rate for the current school year.)

ARTICLE XXII - VIRTUAL SCHOOL

Section 1. Full-time and Part-time Virtual Instruction Programs

As part of the 2009 legislative session, the Florida Legislature amended Florida Statute 1002.45 to require all Florida school districts to offer full-time and part-time virtual instruction programs for students enrolled in kindergarten (K) through grade twelve (12).

To comply with the virtual instruction program requirements, the District has contracted with a Florida approved Virtual Instruction Program provider(s) to provide full-time virtual instruction for kindergarten (K) through grade twelve (12). In addition, the District has developed virtual school opportunities through the Lake County Virtual Franchise in order to provide virtual instruction for students in grades six (6) through twelve (12). As part of these virtual school opportunities the District will hire its own teachers to monitor, evaluate, and support student progress in those virtual instruction courses. Positions will be offered, as needed, on an Adjunct basis. Teachers, who participate as adjuncts, do so outside of the regular school day and must be certified to teach for Lake County Schools.

Section 2. Part-Time Adjunct Positions

Part-Time Adjunct Positions are for eighteen (18) week courses, modules for grades six (6) through twelve (12) or summer credit recovery.

- A. Teachers will be paid \$130 for each student who successfully completes one segment (1/2 credit) of a virtual course with a grade of "A", "B", "C" or "D" or if the student completes the segment with an "F".
- B. Teachers will be paid \$50 for each student who successfully completes at least 50% of a course segment but who withdrew prior to completion. 50% of course completion will be determined by the franchise manager after reviewing all course content. Any appeal, if needed can be made to the Regional Executive Director overseeing Lake County Virtual School, whose decision will be final.
- C. Teachers will be paid \$75 for each student who successfully completes one segment (1/2 credit) for credit recovery purposes during the summer months.

After being selected as a virtual teacher, but prior to being assigned his/her virtual instruction course, each teacher must complete an online training program.

- School facilities and equipment may be utilized provided it is outside of the teacher's normal workday.
- Teachers will be expected to establish weekly "office hours" per Lake County Virtual School Agreement.
- Teachers will be expected to return student and parent communication within 24 hours and grade student work within forty-eight (48) hours of when the work was submitted. This excludes weekends.
- Teachers will be expected to maintain an Announcement Page.
- Teachers will comply with the rules and procedures established in Lake County School Board policies, contracted online virtual provider and the Lake County Virtual School (LCVS) Adjunct Instructor Agreement.

Representatives of The Board and LCEA may meet, as needed, to discuss any concerns which may arise with the implementation of any District Virtual Program.

ARTICLE XXIII - COPIES OF AGREEMENT

Copies of this Agreement entitled “Agreement between the School Board of Lake County, Florida, and the Lake County Education Association, Inc.” will be available as follows:

1. The Association will be responsible for creating and distributing an electronic copy to each Building Representative.
2. Members of the bargaining unit and all other interested parties may also access this Agreement online via the Lake County Schools website (lake.k12.fl.us) and the Lake County Education Association website (LCEA.org).
3. The Board is responsible for updating copies on the District website.
4. The Board will be responsible for printing the number of copies that it deems necessary.

The text of all copies of the actual Agreement will be identical in content and format.

ARTICLE XXIV - SEPARABILITY

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, will be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses will remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section, or clause.

ARTICLE XXV - WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as required by law, each party voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the same time they negotiated or signed this agreement.

ARTICLE XXVI - DURATION OF AGREEMENT

Section 1. This agreement represents the entire contract between the Board and the Union and will become full force and effect from July 1, 2022 and will continue in full force and effect until midnight June 30, 2025 and will continue in effect from year to year thereafter.

Section 2. The parties agree to reopen negotiations annually on or before July 1 on (a) compensation, (b) fringe benefits, (c) legislative changes, (d) sunset sections of the contract, and (e) two-reopeners.

Section 3. When either party has indicated in writing a desire to open negotiations for another agreement as provided for above, all provisions of the existing agreement will remain in effect until such new agreement has been reached or until resolution of any impasse in accordance with law.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THE Agreement to be executed by their duly authorized representative on this 25th day of September, 2023.

SCHOOL BOARD OF LAKE COUNTY

BY *Mark Deard*
Chairman

BY *Mollie Cunningham*
Board Member

BY *John Morally*
Board Member

BY *[Signature]*
Board Member

BY _____
Board Member

BY _____
Board Member

BY *[Signature]*
Superintendent

BY *[Signature]*
Chief Negotiator

LAKE COUNTY EDUCATION ASSOCIATION, INC.

BY *Kathy Smith*
President

BY *Elizabeth Emry*
Vice President

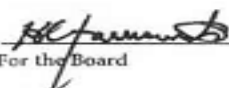
BY *Deane R. Plemmons*
Secretary

BY *Kathy L. Smith*
Chief Negotiator

APPENDIX A - SCHOOL CALENDAR

2023-2024

School Month	Days Worked		<i>Board Approved: 04.10.2023</i>
JULY		July 25-26	New Teacher Orientation, if budgeted and Board approved
AUGUST	21	August 1-2 August 3-4 August 7-9 August 10	New Teacher Orientation, if budgeted and Board approved Pre-Planning (Thursday-Friday) Pre-Planning (Monday-Wednesday) First Grading Period Begins (Thursday)
SEPTEMBER	20	September 1 September 4	<i>District Teacher Professional Development Day (Friday)</i> Labor Day/Paid Holiday (Monday)
OCTOBER	22	October 12 October 13 October 16	End of First Grading Period (Thursday) Teacher Workday/Non-Student Day (Friday) Second Grading Period Begins (Monday)
NOVEMBER	17	November 20-24	Thanksgiving Holiday/Non-Work Days (Monday-Friday)
DECEMBER	14	December 20 December 21-29	End of Second Grading Period (Wednesday) Winter Break/Non-Work Days
JANUARY	21	January 1 January 2 January 3 January 4 January 15	New Year's Day/Paid Holiday (Monday) Teacher Workday/Non-Student Day (Tuesday) <i>District Teacher Professional Development Day (Wednesday)</i> Third Grading Period Begins (Thursday) Martin Luther King, Jr. Birthday/Paid Holiday (Monday)
FEBRUARY	20	February 19	Presidents Day/Paid Holiday (Monday)
MARCH	15	March 7 March 8 March 11-15 March 18 March 29	End of Third Grading Period (Thursday) Teacher Work Day/Non-Student Day (Friday) Spring Break/Non-Work Days (Monday-Friday) Fourth Grading Period Begins (Monday) Non-Work Day/Non-Student Day (Friday)
APRIL	22		
MAY	19	May 24 May 27 May 28	End of Fourth Grading Period (Friday) Memorial Day/Paid Holiday (Monday) Post-Planning (Tuesday)
	191		
<u>Paid Holidays</u> January 1 - New Year's Day September 4 - Labor Day January 15 - Martin Luther King, Jr. Day February 19 - Presidents Day May 27 - Memorial Day			<i>Storm Make-up Days will be determined as needed.</i>


4/4/23
 For the Board Date


4/4/23
 For VCEA Date

APPENDIX B - COMPENSATION/PLACEMENT SCHEDULES

COMPENSATION

For the 2023-24 school year, the base salary for all instructional personnel will be increased through performance pay. Performance pay is based on an individual's final summative rating from the 2022-23 Lake County Schools (TEAM) Instructional Personnel Evaluation System.

<u>Contract Type</u>	<u>Rating</u>	<u>Performance</u>
Performance	Highly Effective	\$1250.00
Performance	Effective	\$937.50
Grandfather	Highly Effective	\$1000.00
Grandfather	Effective	\$937.50

LAKE COUNTY SCHOOLS
INSTRUCTIONAL SALARY PLACEMENT SCHEDULE

2023 - 2024

(Effective for new hires beyond July 1, 2022)

EXPERIENCE LEVEL	SALARY
0-19	48,500
20	49,200
21	50,000
22	51,500
23	53,000
24	55,000
25	57,250
25+	59,800

ADVANCED DEGREE DIFFERENTIAL

In accordance with F.S. 1012.22(1)(C)3, an advanced degree must be held in area of certification to qualify.

- Master Degree 3000 or
- ⊖ Specialist 3950 or
- ⊖ Doctorate 5000

LAKE COUNTY SCHOOLS
PSYCHOLOGIST SALARY PLACEMENT SCHEDULE

2023 - 2024

EXPERIENCE LEVEL	SALARY
0 - 12	54,769
13	55,150
14	55,950
15	56,750
16	57,650
17	58,650
18	59,650
19	60,650
20	61,650
21	62,650
22	63,650
23	64,650
24	66,150
25	68,150
25+	69,561

ADVANCED DEGREE DIFFERENTIAL

Specialist	3,950	or
Doctorate	5,000	or

In accordance with F.S. 1012.22(1)(C)3, an advanced degree must be held in area of certification to qualify.

APPENDIX C - ATHLETIC DIFFERENTIAL PAY SCHEDULE

2023-2024

Refer to Article 16, Sections 7, 10, and 11 for supplements, duties, and payments.

HIGH SCHOOL	0-3 Years	4-7 Years	8+ Years
Athletic Director Head (2 positions) or	5367	5555	5750
Athletic Director Head and	5750	6038	6325
Athletic Director Assistant	3577	3703	3833
Football Head Coach (a)	4177	4373	4560
Football Varsity Assistant (3 Supplements)	2302	2387	2476
Football JV Assistant (3 Supplements)	2072	2157	2246
Football Varsity Assistant (b)	2302	2387	2476
Volleyball – Head	2469	2547	2629
Volleyball Coach Assistant	1843	1908	1975
Volleyball JV	1268	1333	1400
Basketball – Head	3475	3672	3858
Basketball Assistant	2302	2387	2476
Basketball JV	1750	1848	1925
Soccer – Head Coach	2891	2990	3092
Soccer- Assistant	2138	2213	2290
Soccer JV	1793	1856	1921
Softball – Head	2891	2990	3092
Softball Assistant	2326	2408	2492
Softball JV	1755	1816	1879
Baseball – Head	2891	2990	3092
Baseball Assistant	2326	2408	2492
Baseball JV	1755	1816	1879
Swimming – Head	2154	2225	2299
Swimming Assistant	1240	1283	1328
Swimming Head Combo	3230	3337	3448
Swimming Assistant Combo	1860	1925	1992
Lacrosse Head	1540	1594	1650
Lacrosse Assistant	1027	1063	1101
Track – Head	2552	2637	2726
Track Assistant	1792	1855	1919
Track Assistant (d)	1701	1757	1817
Cross Country Head or	1549	1603	1659
Cross Country Combo	2323	2405	2489
Golf	1534	1588	1643
Tennis or	1633	1691	1749
Tennis Combo	2450	2536	2623
Weight Lifting Head	1540	1594	1650
Weight Lifting Assistant (c)	871	942	1083

Wrestling – Head	1540		1594		1650
Wrestling Assistant (c)	1027		1063		1101
Bowling Head or	1539		1594		1650
Bowling Combo	2309		2391		2475
Cheer Football Head	2137		2211		2289
Cheer Football JV	1517		1594		1650
Cheer Basketball Head	2137		2211		2289
Cheer Basketball JV	1517		1594		1650
Cheer Competition/Stunt	978		1007		1038
Beach Volleyball (f)	1540		1594		1650
Beach Volleyball Assistant (c)	1027		1063		1101
Flag Football (f)	1540		1594		1650
Flag Football Assistant (c)	1027		1063		1101
Wrestling (f)	1540		1594		1650
Wrestling Assistant (c)	1027		1063		1101
Other Approved Sports Head (g)	1540		1594		1650
Other Approved Sports Assistant (c)	1027		1063		1101
Open Facilities Summer Program (e)	1738		1891		2045

- (a) Head football coaches will be paid eighty-five percent (85%) of the supplement at the end of the regular season. The remaining fifteen percent (15%) of the supplement will be paid at the end of the spring season.
- (b) A 7th Football Assistant can be utilized if the school is classified as 5A or higher per Florida High Schools Athletics Association classification rule. This position allotment may change based upon FHSAA reclassification of district schools.
- (c) An Assistant coach is allowed when there are 20 or more participants on the varsity team. A roster documenting eligibility for the assistant supplement must be included with the payroll reporting form.
- (d) An Assistant coach is allowed when there are 30 or more participants on the varsity team. A roster documenting eligibility for the assistant supplement must be included with the payroll reporting form.
- (e) Schools may open their gymnasiums and other athletic facilities only to their students following FHSAA Bylaws for Open Facilities Summer Program. Open Facilities Summer Program begins after last day of school for teachers and ends two weeks prior to start of fall football practice. Written verification of hours worked must be submitted to HR prior to being paid for Open Facilities Summer Program. Request for pay must be submitted before July 31st of ending school year. In order to draw full supplement for Open Facilities Summer Program, the weight room must be open maximum number of day per classification.
- (f) As of the 2023-24 school year, high schools are permitted to have one additional FHSAA approved girls' athletic team. The schools may choose to add flag football, wrestling, or beach volleyball.
- (g) District approval is required before schools may add or substitute one FHSAA team for another.

MIDDLE SCHOOL	0-3 Years	4-7 Years	8+ Years
Athletic Director	1620	1661	1714
Coach	1348	1390	1443
Assistant Coach	898	927	963
Intramural Program	952	986	1020

SPECIAL OLYMICS	0-3 Years	4-7 Years	8+ Years
Special Olympics District Coordinator (2)	1484	1532	1581
Special Olympics Coach (per season)	300	311	321

ATHLETIC DUTIES AND QUALIFICATIONS - HIGH SCHOOL

High School Athletic Directors - Based upon the needs of a high school and to offer a high school principal flexibility in meeting the needs of his or her students, a principal may choose one of the following two options for a current school year:

Option (1) two Head Athletic Directors who share equal responsibility to the athletic department for equal pay. There is no switching of personnel at the school as changes are not allowed during the current school year. Head Athletic Directors may not be supplemented as coaches.

Option (2) there is one (1) Head Athletic Director who has full responsibility for the athletic program. The Head Athletic Director may have one period of release time and may not be supplemented as a coach. There is one (1) Assistant Athletic Director who supports the duties of the Head Athletic Director. The Assistant Athletic Director may coach one sport each season.

The **Head Athletic Director** must be a certified, full-time instructional employee on the faculty of the school. This individual cannot hold any other paid differential athletic positions. S/he coordinates and oversees all areas of the athletic program in the high school, including conducting monthly coaching staff meetings, ensuring that staff adheres to and follows FHSAA policies and district guidelines, representing the school at related district level meetings, and acts as the athletic program's representative to the community for the purpose of soliciting funds and community support. Typical daily duties may include but are not limited to: coordinating and scheduling the use of athletic facilities in cooperation with the physical education department chair, working with the school bookkeeper regarding tickets and budgets, arranging for sport officials and event personnel, supervising and maintaining records of student eligibility, making team transportation arrangements, publicizing all athletic events, making provisions for security at home events, and other duties assigned by the principal.

The **Assistant Athletic Director** must be a certified, full-time teacher on the faculty of the school. Under the guidance of the Athletic Director, s/he coordinates and oversees areas of the athletic program in the school. The Assistant Athletic Director may coach any one sport during a season with permission of the school principal.

The **Athletic Trainer** must be a certified athletic trainer who holds active certification membership with the National Athletic Training Association. S/he must maintain instructor certification in CPR & First Aid. The Athletic Trainer is responsible for overseeing and coordination of the Sports Medicine Program of the school. Typical daily duties may include but are not limited to: teaching and maintaining coaching staff records for CPR & First Aid, care of athletes injured as a result of interscholastic training and competition, acting as a liaison between the physician and the athlete and by designing conditioning programs for injured athletes of all sports, administer to all athletes in the school, document and educate coaches, athletes and parents about the district concussion program, proper documentation of incidents resulting in injuries, advising coaches, athletes and parents as to when an athlete may participate in training or competition following an injury, assuring athletic trainer coverage at all school athletic contests, reviewing the physical examinations of all athletes when assisting the school Athletic Director with eligibility documentation and other duties as assigned. This individual cannot hold any other paid differential athletic positions.

The **Head Athletic Coach** is responsible for the daily and overall operation of his/her sport throughout its season. The Head Athletic Coach is accountable for all staff, participants, equipment, facilities and uniforms used in the sport. All Head Athletic Coaches are required to maintain current CPR and First Aid. Typical daily duties may include but are not limited to: following FHSAA policies and district guidelines, providing a schedule of activities to the Athletic Director, submitting an annual budget to the Athletic Director while mentoring, training, and caring of students under his or her charge, monitoring the academic progress of their students as well as other duties as assigned.

The **Assistant Athletic Coach** assists the Head Athletic Coach in the performance of all activities related to coaching. It is the responsibility of any LCS Athletic Coach to have current CPR and First Aid as well as follow FHSAA policies and district guidelines.

The **Lay Athletic Coach** assists the school by providing coaching services for a specific sport during the season designated by FHSAA starting and ending dates. The School Athletic Director and School Principal must agree to the assignment. The Lay Coach candidate must apply online through District Online Application System. All fingerprints, drug screening and certification must be complete and clear prior to a Lay Coach beginning coaching duties. It is the responsibility of any LCS Lay Athletic Coach to have current CPR and First Aid as well as follow FHSAA policies and district guidelines. The Lay Coach is compensated at zero years and cannot accumulate years of experience for compensation.

The **Volunteer Athletic Coach** assists the school by providing coaching services for a specific sport during the season designated by FHSAA starting and ending dates. This position is classified as a Level II Athletic Coach Volunteer with no monetary compensation. The school Athletic Director and school Principal must agree to the assignment. S/he must be fingerprinted, drug tested and have a State and Federal background check conducted and approved prior to being assigned Volunteer Athletic coaching duties. It is the responsibility of any LCS Volunteer Athletic Coach to have current CPR and First Aid as well as follow FHSAA policies and district guidelines.

A **Classified Employee** may assist the school by providing coaching services for a specific sport during the season designated by FHSAA starting and ending dates. A coaching position is considered a separate job from the regular duty day for a Classified Employee. The school Athletic Director and school Principal must agree to the assignment. It is the responsibility of any Classified Employee working as a school Athletic Coach to meet Lay Coach guidelines, have current CPR and First Aid as well as follow FHSAA policies and district guidelines. The Classified Employee will be compensated for the coaching position at the end of the season when all the position's requirements have been met.

A **Cheer Coach** assists the school by providing coaching services for Sideline Cheer, Stunt Cheer and Competition Cheer during the seasons as designated by FHSAA starting and ending dates. The Cheer Coach is responsible for the daily and overall operation of his/her sport throughout its season(s). They are accountable for all staff, participants, equipment, facilities and uniforms used in the sport. All Cheer Coaches are required to have current CPR and First Aid and the AACCA Safety Certification. Typical daily duties may include but are not limited to: following FHSAA policies and district guidelines, providing a schedule of activities to the Athletic Director, submitting an annual budget to the Athletic Director while mentoring, training, and caring of students under his or her charge, monitoring the academic progress of their students as well as other duties as assigned.

Other Approved Sport – Each high school has the choice to add one additional girl sport from the following: Girls Flag Football, Girls Wrestling, or Girls Beach Volleyball.

Athletic Fines – In the event a fine is imposed by the Florida High School Athletic Association, as the result of a coach's action or inaction, it will be the responsibility of the coach to reimburse the school the amount of said fine. Funds may not be collected from athletes or parents to pay any fine(s) as the result of any coach's action or inaction. Until the school is reimbursed for any fine(s), the coach may not work/coach at any Lake County School.

Post-Season Play – If a high school team enters into the playoffs beyond the FHSAA District State Series Contest(s), the paid coaches of that team are compensated an additional amount of \$50.00 per contest. Written documentation must be filed with the Superintendent or his designee within the final 10 (ten) days for which a supplement is to be paid.

MIDDLE SCHOOL INTERSCHOLASTIC SPORTS AND INTRAMURAL PROGRAM

The **Middle School Athletic Director** must be a certified teacher on the school's faculty, with certification in physical education preferred. S/he is responsible for supervising all aspects of the middle school's intramural program, including all fiscal matters and coordination of the program with the physical education department. S/he will formulate and administer the necessary program policies and promote interest in the intramural program. S/he will submit activity reports and program outlines and results to the school Principal. The Middle school Athletic Director coordinates and oversees all areas of the middle school's athletic program, including all fiscal matters, and coordinates the use of facilities for athletic events. The Athletic Director represents the school at related district level meetings and acts as a liaison between the administration, coaches, and sponsors. Typical daily duties may include but are not limited to coordinating arrangements for sport officials and event personnel, supervise and maintain records of student eligibility, make team transportation arrangements, arrange for medical examinations, purchase equipment and supplies, make provisions for proper security at athletic events and other duties as assigned by the principal. The Athletic Director is required to have current CPR and First Aid.

The **Middle School Coach** is responsible for the daily and overall operation of his/her sport throughout its season including intramurals. The **Middle School Coach** is accountable for all staff, participants, equipment, facilities and uniforms used in the sport. Typical daily duties may include but are not limited to: following district policies and guidelines, providing a daily roll of attendance and specific schedule of activities to the Athletic Director, while mentoring, training, and caring of students under his or her charge, monitoring the academic progress of students as well as other duties as assigned. The Middle School Coach is required to have current CPR and First Aid. All Cheer Coaches are required to have current CPR and First Aid and the AACCA Safety Certification.

The **Middle School Assistant Coach** assists the Middle School Coach in the performance of all activities related to coaching. It is the responsibility of any LCS Assistant Coach to have current CPR and First Aid.

One **assistant cross-country** coach is allowed when there are 40 or more participants on the team. A written request including a team roster must be filed with the Superintendent or designee prior to the beginning of the program for which a supplement is to be paid in cross country.

The **Middle School Lay Coach** assists the school by providing coaching services for a specific sport during the season designated starting and ending dates. The School Athletic Director and School Principal must agree to the assignment. The Lay Coach candidate must apply online through District Online Application System. All fingerprints, drug screening and certification must be complete and clear prior to a Lay Coach beginning coaching duties. It is the responsibility of any LCS Lay Athletic Coach to have current CPR and First Aid as well as follow LCS policies and district guidelines. The Lay Coach is compensated at zero years and cannot accumulate years of experience for compensation.

A **Classified Employee** may assist the school by providing coaching services for a specific sport during the season designated starting and ending dates. A coaching position is considered a separate job from the regular duty day for a Classified Employee. The school Athletic Director and school Principal must agree to the assignment. It is the responsibility of any Classified Employee working as a school Athletic Coach to meet Lay Coach guidelines, have current CPR and First Aid as well as follow LCS policies and district guidelines. The Classified Employee will be compensated for the coaching position at the end of the season when all the position's requirements have been met.

Middle schools providing after school activity in the areas of combo soccer, basketball, boys flag football, girls volleyball, cheerleading, and cross country and Intramurals may provide coach supplements up to a maximum of twelve (12) positions per school at the principal's discretion and the approval of the District Athletic Director. If a school chooses to participate only in an intramural sport program, then the differential pay is adjusted for the position.

APPENDIX D - DIFFERENTIAL PAY SCHEDULE –2023-2024

Refer to Article 16, Sections 7, 10, and 11 for supplements, duties, and payments.

ALL GRADE LEVEL, DEPARTMENT CHAIRPERSON, TEAM LEADER (based on number of teachers in grade level/department/team):

2 – 4	844
5 – 7	1116
8 – 11	1423
12 plus	1589
TEAM Expert	460
Site Based Mentor	460

HIGH SCHOOL	0-3 Years	4-7 Years	8+ Years
*Drama (per major production – Limit 3)	776	804	831
*Student Council	1133	1172	1213
*National Honor Society	669	692	716
Hi-Q	1049	1086	1124
Robotics	414	429	460
Vocational Clubs (4)	592	613	646
Other Approved Curricular Clubs (4)	592	613	635
Band Director	3479	3601	3727
*Assistant (100+Students)	2302	2387	2476
Majorettes or Flag or Combo	978	1007	1038
Choral Director	2068	2140	2215
Combo Band & Choral	4156	4517	4675
Video Yearbook or Hard Cover Yearbook	1578	1633	1691
Newspaper	1234	1278	1323
*Senior Class	1078	1116	1155
*Junior Class	936	968	1002
*Sophomore Class	569	589	610
*Freshman Class	569	589	610

MIDDLE SCHOOL	0-3 Years	4-7 years	8+ Years
*Student Council	653	676	700
*National Honor Society	649	672	695
Vocational Clubs (2)	378	391	405
Robotics	406	421	436
Drama (per major production – Limit 2)	546	575	604
Other Approved Curricular Clubs (4)	375	389	435
Band Director	1801	1864	1930
Choral Director	1313	1359	1406
Combo Band & Choral	1857	1923	1991
Video Yearbook or Hard Cover Yearbook	806	835	880
Newspaper	691	715	741

ELEMENTARY	0-3 Years	4-7 years	8+ Years
Other Approved Clubs (7)	375	389	402

ADDITIONAL PAID SUPPLEMENTS

Leadership Opportunities: These opportunities are not included in the 3-supplement maximum. See Article 16, Section 9.

Team Expert:

(1 position per school site)

TEAM Experts will provide training and assistance on TEAM evaluation plans. They will work with new teachers, helping them manage their TEAM plan in TrueNorthLogic, complete a Deliberate Practice Plan, and complete all requirements of their plan. Additionally, they will work with any teachers needing support and guidance with their evaluation plans. TEAM Experts will be well trained in the Marzano Instructional Framework, will keep abreast of any changes or modifications to TEAM plans and will meet annually with the Manager of Evaluation and Compensation Manager to review TEAM trend data.

- Teacher must have been rated effective or highly effective on previous year final evaluation.
- Teacher must maintain TEAM Expert activity log sheet to submit to the Principal.

Site-based Mentor:

(see scale below)

The mentor meets with a new teacher or a teacher needing added support for regularly scheduled structured meetings for a minimum of two periods per week. Meetings must include both in classroom support and one-on-one conferences. When the mentor views the assigned teacher’s practice, there is a mutually agreed upon purpose driven by the needs of this teacher, and the mentor will share objective non-judgmental data about classroom practice. When the mentor meets one-on-one with the assigned teacher, it is for the purpose of holding reflective conferences that build the teacher’s capacity to make effective instructional decisions. The mentor guides this teacher in the use of classroom and student data to formulate strategies, solutions, and next steps. The site-based mentor should have successfully completed the Peer Mentoring online course or equivalent.

- Teacher must have been rated effective or highly effective on previous year final evaluation.
- If the Site-based Mentor is a non-classroom teacher in which coaching and mentoring is part of their responsibility, they must fulfill this position outside of their normal work hours in order to receive this additional compensation.
- Teacher must maintain a Mentor activity log sheet to submit to the Principal.

Count of Teachers Contract: IPF Category 1A	Site-based Mentor Supplements
0 to 3	1
4 to 6	2
7 to 10	3
10 to 12	4
13 to 15	5
16 to 18	6
19 to 21	7
22 to 24	8
25 to 27	9
28 to 30+	10

Club Sponsors, Grade/Department Chair and Team Leaders:

High Schools will be allocated four (4) club supplements and four (4) vocational club supplements. Middle Schools will be allocated four (4) curricular club supplements and two (2) vocational club supplements. Elementary Schools will be allocated seven (7) club supplements.

Grade/Department Chair and Team Leader (Middle School only,) supplements will be based on the number to teachers in the Grade/Department or Team.

All Technology Contacts:

School-based employees, including District-Level Student Services and Exceptional Student Education, who provides computer software and hardware support to the Information and Instructional Technology Services and who assist with computer training at their school/department will receive an annual supplement of \$1000.00 per employee according to the following formula:

Number of Students	Supplement
0-300	1
301-1500	2
1501 plus	3

All Test Coordinators:

School-based employees assigned to serve as Test Coordinators will receive an annual supplement according to the following formula:

Number of Students	Elementary	Middle
0-700	\$920	\$1840
701-1500	\$1035	\$2070
1501 plus	\$1150	\$2300

Schools with a student population of 2000 or more will receive an additional allocation.

The dollar amount will be computed as one-half the student population applied to the formula.

Before/After School Supervision:

Based on the 180-day student calendar, for teachers who work 15 minutes before/after school for the purpose of student supervision.

\$403 Before or After School

National/FL History Day Fair:

Coordinator (school-based employee / one per school)-\$575 Sponsoring Teachers:

Lake Regional History Fair of Florida	
Number of Students	

1-5	\$230.00
6-10	Additional \$58.00 for a total of \$288.00
11 plus	Additional \$58.00 for total of \$346.00
State History Fair of Florida	
Number of Students	
1-5	\$230.00
National/International	
Number of Students – (Only one selected)	\$230.00

Science Fair:

Coordinator (school-based employee / one per school)-\$575 Sponsoring Teachers:

Lake Regional Science Fair and Engineering Fair of Florida	
Number of Students	
1-5	\$230.00
6-10	Additional \$58.00 for a total of \$288.00
11 plus	Additional \$58.00 for total of \$346.00
State Science and Engineering Fair of Florida	
Number of Students	
1-5	\$230.00
International Science and Engineering Fair	
Number of Students – (Only one selected)	\$230.00

In-Service Instructors Compensation:

Employees of the Lake County School Board who serve as instructors of in-service components will be compensated at their normal hourly rate of pay, plus benefits. This includes all hours worked both direct and indirect instruction and is only for Teachers teaching Teachers. The district employee contract must be signed by all parties in order for payment to occur.

Stipend Rate:

For participation in workshops and /or in-service outside of the regular workday: \$25.00 per hour.

Members of district approved writing teams will be compensated at their normal hourly rate of pay.

Federal Grant Tutoring (Title I/Title IV):

Any federal grant instructional staff tutoring will be compensated at a rate of \$30.00 per hour.

National Certified School Psychologist

- Any school psychologist that holds a Nationally Certified School Psychologist (NCSP) certificate will receive an annual \$3000.00 supplement.
- Any school psychologist that earns their NCSP during the course of the school year will receive a prorated amount based on the effective date of the certification.
- Any school psychologist without NCSP will receive an annual \$750.00 supplement.
- The above amounts will be prorated for school psychologists in their positions for less than the full school year.

Speech-Language Pathologist (SLP)

- Any SLP that holds a Certificate of Clinical Competence (CCC-SLP) will receive an annual \$3000.00 supplement.
- Any program specialist assigned to perform the duties of an SLP that holds a CCC will receive an annual \$3000.00 supplement.
- Any SLP that earns their CCC during the course of the school year will receive a prorated amount based on the effective date of the certification.
- Any SLP without CCC but with a Master's degree or grandfathered Bachelor's degree will receive an annual \$750.00 supplement.
- The above amounts will be prorated for SLP's in their positions for less than the full school year.

Program Specialist

- All program specialists will receive an annual \$500.00 supplement.

APPENDIX E - FORMS

Grievance Form

The School Board of Lake County

Lake County Education Association, Inc.
Local 3783, FEA, AFT, AFL-CIO

Number _____-_____-_____

NAME _____

SCHOOL _____

ASSIGNMENT _____

PHONE _____

HOME ADDRESS _____

**With the mutual consent of the parties, mediation shall be an option at any step.*

No resolution from meeting with immediate supervisor held on _____

Step 1 (To be filed within 15 days after the grievant knew or should have known of the incident which is the basis of the grievance.)

A. Date: Occurrence of act alleged to be cause of Grievance _____

B. Grievance relates to Articles(s): _____ Lines: _____

C. Statement of facts regarding grievance: _____

D. Witnesses: _____

E. Relief Sought: _____

Signature: _____ Date: _____

Distribution: Original to Principal
One (1) copy to Grievant
One (1) copy to Association

Response to Step 1 (To be held within 3 days of receipt of grievance) Date Received: _____

Initials: _____ Date of Meeting: _____ Decision: Granted _____ Denied _____

Reason: _____
(Use additional pages if needed.)

Response received: _____ Initials: _____
(Received within 5 days of the meeting held to resolve the grievance)

Distribution: Original to Principal
One (1) copy to Grievant
One (1) copy to Association

Step 2 GRIEVANT'S RESPONSE (To be completed by Grievant within 5 days if Step 1 results are unacceptable or no disposition is filed within the time limit.)

I hereby request that the Superintendent/Designee review this grievance.

Reason: _____

Date of Request: _____ Signature of Grievant: _____

Distribution: Original to Principal
One (1) Copy to Association
One (1) copy to Grievant

Response to Step 2 (To be held within 10 days of receipt of request) Date request Received: _____

Initials: _____ Date of Meeting: _____ Decision: Granted _____ Denied _____

Reason: _____

Use additional pages if needed.

Date response received: _____ Initials: _____
(To be received within 10 days of the review meeting held to hear the request)

Distribution: Original to Superintendent/Designee
One (1) copy to Principal
One (1) copy to Association
One (1) copy to Grievant

Step 3 GRIEVANT'S RESPONSE: (To be completed by Grievant within 10 days if Step 2 results are unacceptable or within 20 days if no response is forthcoming.)

I hereby appeal this grievance to arbitration. Date of Appeal: _____

Signature of Grievant: _____

Distribution: Original to Superintendent/Designee
One (1) copy to Principal
One (1) copy to Association
One (1) copy to Grievant

Date Received: _____ Superintendent/Designee: _____

Distribution: Original to Superintendent/Designee
One (1) Copy to Principal
One (1) Copy to Association
One (1) copy to Grievant

LCEA/LCSB 7/2014

LAKE COUNTY SCHOOLS

Teacher Removal of Student from the Classroom

School _____

Student Name _____ Class/Period/Room # _____
Submitting Teacher _____ Date Submitted _____
Documentation Summary (Copies of Documentation Must be Attached) Three Interventions Used (at least one must include parent contact): 1. Date & Type of Intervention _____ Outcome _____ 2. Date & Type of Intervention _____ Outcome _____ 3. Date & Type of Intervention _____ Outcome _____
Referrals (Level II or Chronic Level I) Three (3) Required Copies of Student Referral and Incident Report (MIS 77F 001 attached)
Conference held with Teacher, Student, Administrator, and Parent (if possible) Date _____ Parent Present? Yes _____ No _____ Outcome _____ Signature _____ Date _____
Placement of Student Until Convening of Committee _____ _____ Administrator's Signature _____ Date _____
Review Committee Meeting (must meet within 5 days of student removal) Date _____ Decision(s) & Rationale _____ _____ Committee Signatures (please print name below) _____ Print Name _____ Print Name _____ Print Name _____ Signature _____ Signature _____ Signature _____
Submitting Teacher's Acknowledgement of Committee's Decision(s) (attach response if desired) Signature _____ Date _____

MIS 72005 07/18/06 RVS
Submitted by Safe Schools

Copies: Teacher
Committee File
Student File

LAKE COUNTY SCHOOLS
Application for Sabbatical Leave

Name _____

Worksite _____

Home Mailing

Address _____

Contract Status _____

EIN _____

I wish to apply for sabbatical leave according to provisions of Article XVII, Section 15, of the negotiated Agreement and guidelines included therein.

Signature

Date

FOR OFFICE USE ONLY

Year of Leave Desired _____

Eligibility Record:

Salary Withheld	School Year	Contract Status	IPPAS Score	Validated By

Lake County Education Association



Membership Application



Simply hover your smartphone camera over the QR code to open our online membership form or go to website:

<https://www.lcea.org/membership>

LAKE COUNTY SCHOOLS

K-12 INSTRUCTIONAL DOCUMENTATION SHEET

It is the responsibility of the instructor to teach the current course content, which includes the required Sunshine State benchmarks.

I have taught the required course content for my subject(s) grade level(s) and have complied with the above statement.

GRADE LEVEL AND/OR SUBJECTS TAUGHT:

_____	_____
_____	_____
_____	_____
_____	_____

Evidenced in Skyward: _____ Lesson Plan: _____ Grade Book: _____ Attendance: _____

Check List: _____ Other: _____

If certain benchmarks are not taught due to extenuating circumstances, it is the responsibility of the teacher to inform the building level administrator why particular benchmarks were not taught.

EXPLANATIONS:

Teacher's Signature Date

Principal's Signature Date

Please Print Name

School Name

APPENDIX F - MEMORANDA OF UNDERSTANDING

Summer School Program 2022-23

Memo of Understanding Between the

The School Board of Lake County And

Lake County Education Association

Summer School Programs 2023

Dates:

Incoming Kindergarten

July 13th - July 28th (Monday - Friday)

Pre-K

June 1st - July 27 (Monday - Friday) (Non-work day July 4)

Grades K-3

June 1st - July 11th (Monday - Thursday) (Non-work day July 4)

Grades 4-5

June 1st - June 29 (Monday - Thursday)

Grades 6-12

June 5 - June 29th

Workday - All Levels

- o 5.5 Hours daily (8:00 AM - 1:30 PM)
 - 8:00 - 8:30 Teacher Planning
 - 8:30- 1:00 Class Time (includes 15-minute break)
 - 1:00 -1:30 Lunch & Planning

Extended School Year (ESY)-Students with Disabilities

Elementary Level

Dates & Hours

- June 1
 - o 8:00 AM - 3:30 PM (pre-planning 7.5-hour day)
- June 5 - July 11 (Non-work day July 4)
 - o 8:00 AM - 1:30 PM (S.5-hour day)

Workday

- Teacher planning 8:00 AM - 8:30 AM
- Student day 8:30 AM - 1:00 PM
- Lunch 30 minutes (Duty-free) is built into the schedule at the teacher's discretion.
- Teacher planning 1:00 PM - 1:30 PM

Lake Hills and The Academies at Lake Hills (Elementary) & Mascotte (Secondary)

ESY serves students who attend Lake Hills School and Middle and High Schools instructed on Access Points from all district schools.

Teacher Dates & Hours

- o May 31 (pre-planning) 8:00 AM - 3:30 PM
- o June 5, 6, 7 MTW
- o June 12, 13, 14 MTW
- o June 19, 20, 21 MTW
- o June 26, 27, 28 MTW
 - 8:00 AM - 3:30 PM (7.5 hour day)
- o June 29 (post-planning) 8:00 AM - 3:30 PM

Workday


- o Teacher planning (8:00 AM - 8:30 AM) and (3:00 PM - 3:30 PM)
- o Lunch (Duty-free) (12 :00 PM - 12:30 PM)
- o Student day 8:30 AM - 2:30 PM

Selection

- Positions that require specific qualifications and criteria will be advertised through the district. Candidates will be interviewed and selected by the host administrator.
- All other positions will be first solicited by the host Principal to teachers of the host school. Candidates will be interviewed and selected by the school administrator. In case of a shortage of candidates, the positions will be solicited to teachers from other schools.

Compensation

- All teachers employed in the summer programs outlined in this agreement will be compensated on the basis of a daily rate of pay which will be computed on the hourly rate of the teacher's salary for the preceding school.
- Teachers will be compensated for all hours worked. A teacher will not be compensated for days on which the teacher is absent from work.

 4-26-23
For the Board Date

 4/26/23
For the LCEA Date

Memo of Understanding Between the
The School Board of Lake County

And

Lake County Education Association

School Improvement (SI) & Additional Support 2023 - 204


Whereas, Lake County Schools (hereinafter referred to as the "district") and the Lake County Education Association (hereinafter referred to as the "union" or "LCEA") are parties to collective bargaining agreements for instructional personnel; and

Whereas, the parties are committed to providing an equitable educational experience for all children in Lake County Schools; and

Now, therefore, the parties agree as follows for the 2023-24 school year:

1. Beverly Shores Elementary, Groveland Elementary, Leesburg Elementary, and Triangle Elementary:

- The district will provide an additional differential of \$250.00 for all instructional staff as defined by FS 1012.01(2)(a-d) and all Pre-kindergarten teachers that have had a grade of "D" or "F" in the last three years.
- The district will provide an additional recruitment/retention supplement of \$2,000 for all instructional staff as defined by FS 1012.01(2)(a-d) and all Pre-kindergarten teachers who are hired or are currently on staff by September 15, 2023. This supplement will be paid in two payments. The first \$1000 payment will be processed and paid at the end of the first semester following the return from winter break. The second \$1000 will be processed and paid following the mid-point of the fourth grading period. All payments will be prorated for those hired after September 15, 2023, based on the number of contract days worked. Any eligible instructional staff member no longer employed at the school before the end of the first semester or the midpoint of the fourth grading period will not qualify for the corresponding supplement and forfeits eligibility.
- All employees will receive complimentary childcare for their own children at any ELC program in the District.
- Employer costs including taxes and benefits will be deducted from all compensation.
- Teachers will have the equivalent of 3 individual planning periods per week and up to two facilitated planning periods per week. An additional collaborative planning period per week may be scheduled with a required meeting, or emergency sub-coverage following the guidelines outlined in Article XI, Section 3. If an additional planning period is required in the same week, teachers will be given the equivalent amount of time for individual planning on early release Wednesday.

 4-26-23
For the Board Date

 4/26/23
For the LCEA Date

Donate Leave to Non-Family Members 2023 - 2024

Memo of Understanding Between the
The School Board of Lake County And
Lake County Education Association

Transfer/Donation of sick leave to other district employees

For the 2023-24 school year, all employees of Lake County Schools will be permitted to transfer/donate accumulated sick leave to one another through a pilot program. Following the close of the school year, the district and representatives from LCEA, as well as other employee groups, will review the implementation and impacts of the program to determine whether it shall continue. Areas of consideration will include but are not limited to participation, the overall fiscal impact on the district, the impact on the existing sick leave bank program, and other areas of concern that might arise.

Both parties accept and agree to the program guidelines listed below:

1. Contributions of sick leave shall be voluntary, and the names of donors will be kept confidential.
2. Employees may not solicit donations of sick leave for themselves or others.
3. Employees needing additional sick leave may authorize Employee Relations to communicate the need on their behalf, including their name but absent medical information.
4. Employees may authorize the donation of accrued sick leave to any other district employee employed for at least one year without a break in service.
5. One sick leave day shall mean the number of hours an employee is contracted to work for one day of work.
6. The authorizing employee must retain ten (10) days of sick leave in order to donate to a recipient.
7. An authorizing employee may only donate up to ten (10) days of sick leave per year.
8. Recipients must have exhausted all accrued sick, personal, or vacation leave time before accepting a donation. This includes time at their disposal if they participate in the sick leave bank program.
9. Recipients must provide documentation to the district, by a treating physician, of the illness, accident, or injury for which the leave is being authorized.
10. Donated sick leave may not be used for personal leave.
11. Any unused donated sick leave will be returned to the authorizing employee(s) in the reverse order for which it was received.
12. Donated sick leave shall have no terminal value.

 7/13/23
For the Board Date

 7/13/23
For LCEA Date

Night School 2022 - 2024

Memo of Understanding Between the The School Board of Lake County And Lake County Education Association Evening/Night Programs at Lake County High Schools

Lake County Schools and the Lake County Education Association recognize the importance of addressing the impacts of the COVID-19 pandemic on the students of Lake County. Both parties to this agreement are committed to ensuring that every student has a promising and successful future by providing flexible learning opportunities to address credit recovery/learning loss, challenging behaviors, and poor attendance.

For the remainder of the 2022-23 and the 2023-24 school year, contingent upon available grant funding, Lake County High Schools will provide a comprehensive and targeted evening school program to support the whole child. Support for students will include the ability to earn credits, opportunities to receive mental health support, and experience academic success.

Both parties agree to the terms listed below:

Instructional Staff

Core Academic Teachers, ESE Teachers, Elective Teachers as needed, School Counselors, and Testing Coordinators

Selection of Staff

Principals will solicit opportunities to participate in the evening program for teachers with appropriate certifications. Principals will interview and select individuals from interested candidates. **Workdays**

Each High School will operate its program four days a week, Monday through Thursday.

Teachers providing instruction will work one evening a week. Other instructional staff will work as necessary to provide support to the program as determined by the Principal.

Work hours

Teachers will work from 3:30 pm -8:30 pm. (5 hours total)

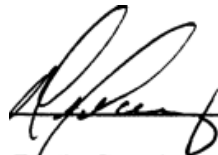
3:30 pm - 8:00 pm (Instructional time)

8:00 pm - 8:30 pm (Planning time)

Compensation

Teachers will be compensated at a rate of \$50.00 per hour. (5 hours per week total)

Other instructional staff will be compensated at a rate of \$50.00 per hour. Hours per week will be determined as necessary by the Principal.



For the Board Date 10/12/22



For LCEA Date Oct 17, 2022

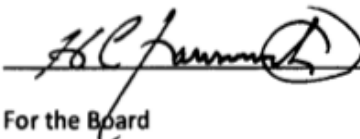
Additional Class Period/Students

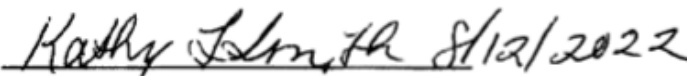
Memo of Understanding Between the
The School Board of Lake County And
Lake County Education Association

Additional Class Period/Students 2022-23 School Year

Due to the state-wide teacher shortage in the state of Florida, and in an effort to meet the academic needs of the students of Lake County Schools, the district and LCEA have reached the following agreement:

- Elementary school teachers certified and assigned to teach in an area of core instruction who **voluntarily** accept (5) five or more students, with a maximum of (7) students, above the constitutionally required class-size maximum, added to their existing roster(s), will be compensated at their hourly rate for an additional 1.0 hours per day. This option is due to the inability to fill a vacant allocated teaching position for instruction at their school. Vacant allocated positions will remain posted until filled. The teacher will be consulted following each grading period for feedback regarding possible roster changes.
- Middle grades (6-8) and high school teachers may voluntarily accept the assignment of an additional (1) period of instruction to be taught during a teacher's normal planning period. The teacher(s) will be compensated at their regular hourly rate for the additional 1.0 hours per day. Teachers will make up their planning period before or after the established teacher workday. This option is due to the inability to fill a vacant allocated teaching position for instruction at their school. Vacant allocated positions will remain posted until filled. The teacher will be consulted following each grading period for feedback regarding possible roster changes.
- LCEA will be provided a list from the district of instructional personnel who have voluntarily accepted the roster assignments described above following each grading period

 8-12-22
For the Board Date

 8/12/2022
For the LCEA Date