

LCEA Know Your Contract



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Weingarten Rules: If you are ever called into a meeting with an administrator for a situation that might result in discipline, you have specific representational rights. These rights are called Weingarten Rights and they are summarized below: This statement could save your job! **"If this discussion could in any way lead to my being disciplined or terminated, I respectfully request that my steward be present at the meeting. Without representation present, I choose not to respond to any questions or statements." Then immediately call your building rep.**

Grievance:

1. In the event you believe you have a grievance, discuss the problem with the administrator as soon as possible.
2. If the issue isn't resolved satisfactorily and you believe your rights have been violated, please contact your LCEA building rep ASAP.
3. All grievances must be filed on the official form, which your building reps will provide.
4. Grievances must be filed within 15 days.
5. Full details are outlined in the contract on LCEA.org section IX.

Teaching Conditions & Workday Matters etc. These items are from written language in the contract article 10 (X) & article 11 (XI) etc. or they were discussed during bargaining which means they are just as significant as contract language):

1. **Supplies:** If you are a load-bearing teacher you will receive funds through Class Wallet to assist in buying supplies. You can also be reimbursed for purchases over the summer as long as you saved the receipt, and the purchases meet the requirements. These funds vary in amount from year to year and are often released shortly after school starts, but previously have been as late as the end of September. If you need something beyond that, please contact your administrator. Additionally, teachers have access to free supplies through the Ed Foundation Apple Mart. For full information please visit <https://edfoundationlake.com/applemartstores/> If you are nonload-bearing and you would like to receive some funds ask your worksite administration. It was discussed in bargaining this year (2022 – 2023) If an instructional staff member would like funds, funds are available, so they just need to ask.
2. **Teaching Assignments:** Teachers will be notified in writing of their tentative fall teaching assignments and supplemental assignments (in new contract language to be ratified) before 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.
3. **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 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. Preplanning Day agendas should also give teachers a considerable amount of individual planning time. This was discussed during bargaining this year (2022 – 2023). If you feel there is not enough time for individual classroom planning during this time, please send a copy of the agenda/schedule to your Reps &/or LCEA leadership.
4. **Classroom Observations:** Observations of a teacher's class 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 will be given, when possible, if district teams of three (3) or more conduct a classroom visit. 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. Observations for evaluations are different than observations for learning walks by district/school staff. Your administration will specify when an observation is a learning walk and when an observation is for an evaluation. The purpose of a learning walk is to determine trends and best practices among classrooms and departments. It is not part of any official evaluation. Observations of a teacher's performance may occur as often as the assessor deems necessary for evaluations.
5. **Covering Classes for Absent Teachers:** The site Joint Leadership Committee will develop plans for student coverage in the event of an emergency situation. 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. See also #10 Planning Period below for information regarding covering classes during your planning period.

6. **Meetings after Contract Time:** 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 may 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. Keep a record of these meetings- when they go over contract time and by how much.
7. **Removal of a student from the classroom:** 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. You may also request a student be removed permanently from your class roster. This will require documentation and a committee process. The teacher is responsible for providing and maintaining all documentation required for the removal of a student from the teacher's class.
8. **Referrals:** 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. 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.
9. **Joint Leadership & Workplace Safety Committees:** If you are on a committee that meets outside of contract hours you need to fill out paperwork to be paid your hourly wage for the meeting.
10. **Evening Events:** 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.
11. **Planning Period:**
 - a. All classroom teachers will be provided a planning period each day of the student school year.
 - b. The planning period will be no less than forty-five (45) minutes on non-early release days.
 - c. 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.
 - d. One planning period per week may be scheduled with a required meeting or emergency sub coverage.
 - e. 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.
 - f. If a third planning period in a week is required, teachers must be paid for a planning period outside of established work hours. You must report and submit the necessary form for payment.
 - g. IEP, parent conferences, MTSS, 504, etc. are exempt and teachers are expected to attend. If you have an excessive amount of these meetings in a week, inform your Rep and/or LCEA leadership. Administrations should be making every effort to spread these meetings out among staff and overtime to avoid inequities of planning time each week.
 - h. During state/district testing, an exception to these guidelines will be made to provide teacher proctors during planning periods without additional compensation.
 - i. 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. *(Some of this is new language in the TA to be ratified)*
 - j. 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.
12. **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. *(Some of this is new language in the TA to be ratified)* All teachers should not be expected to watch students in their classrooms after school dismissal until they are picked up. Duties should be spread out evenly among staff over the course of the year and contract language states Teachers will be dismissed promptly after regular pupil dismissal time. This was discussed during bargaining (2022 – 2023) If this is happening contact your Rep and/or LCEA Leadership.

13. **Duty-Free Lunch:** Every teacher will be assured a duty-free time for lunch, of no less than thirty (30) minutes. This means a teacher is not required to eat lunch with his students unless he desires to do so. Elementary school teachers may be expected to assist in assuring that their students are properly in the lunch line before taking their lunch break. Make sure you leave early enough and pick them up late enough to ensure you have a full 30 minutes. 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.
14. **Dismissal Before Holidays:** Teachers will be dismissed promptly after regular pupil dismissal time, excluding Early Release Wednesdays, on days immediately preceding a holiday, except teachers who are performing a student supervisory responsibility.
15. **Leaving Campus During School:** A teacher will not leave his place of work during working hours without the permission of the building principal or his designated representative. See your site administration for the protocols and procedures for leaving campus at your worksite.
16. **Evaluations:** Please see True North Logic on your Classlink page for full information. Also, each school has a school-based TEAM Expert. Reach out to them if you have questions. [CLICK HERE FOR LINK ON DISTRICT WEBSITE.](#)
17. **Summer School:** Teachers are paid at an hourly rate of the teacher's salary for the preceding school year, no longer \$30 an hour. If you are not paid your hourly rate, contact your Rep and/or LCEA leadership.
18. **School Plus/Wednesday School:** Teachers are paid at an hourly rate of pay of the staff member's salary for the current school year.
19. **Workshops/PD/In-Service:** For participation during the contract workday a teacher will submit Temporary Duty/In-Line-Of-Duty Leave. An employee will receive his regular pay and may be allowed expenses as provided by law and regulations of the School Board. 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: Travel from the normal worksite to the required meeting and from the required meeting to the normal worksite will be reimbursed. 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. Travel from one (1) assigned worksite to another assigned worksite will be reimbursed. In all cases, documentation acceptable to the Board will be required for reimbursement.

For participation in workshops and /or in-service outside of the regular workday: \$25.00 per hour. Please note that not all workshops pay teachers to attend. 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.

20. **Athletic Coaches, Site-based Mentors, TEAM Experts, Tech Cons, Club Sponsors, Department Chairs, Team Leaders, Elementary & Middle School Test Coordinators, Science fair Coordinators & sponsors, & additional Before/After School Supervision Positions:** Language and rate of pay is found in LCEA Contract Appendix C, D and under Leadership Opportunities as well as in Article XVI (16) Differential Pay positions. These positions received a 15% minimum increase in the TA for 2022 – 2023.

Critical Shortage & Title I schools as well as supplements for SI (DA) Schools are also in the Contract under Appendix F. The list of Title I schools can be found at [TITLE 1 Schools](#)

Advance Degree Differential & Additional Advance Degree Supplements for Master's Degrees, Specialists, and Doctorates are found in the LCEA Contract under the Instructional Salary Placement schedules in Appendix B. ***

*** NOTE: The Instructional Salary Placement Schedule is only for new hires entering LCS. It does not reflect your current pay. If you want to see what your current pay should be see our [Compensation FAQ](#)

***NOTE: laws passed by the state legislature dictates how teachers can be compensated including masters pay. There are multiple state statutes about this: F.S. 1012.22 Statutory supplements for: Advanced degrees within the area of certification (Masters, Specialists, ED or PhD) F.S. 1012.22 (1)(c)3. Advanced degrees in other areas of education or fields, pre-July 1, 2011 (Masters, Specialists, ED or PhD) F.S. 1012.22 (1)(c)3. The only way to change them is to lobby elected officials and vote for candidates that will support better policies for public education.

Observations for Evaluations:

Procedures for Conducting Observations

- Category 1A – “New Teacher (1st Year)”, or “New to the District” (1st Year)
- Category 1B – Teachers with 1-3 years of teaching (within or outside the district)
- Category 2 – Teachers with 4+ years of teaching (within or outside the district)
- Category 2 and LIFT Advanced Level – 4+ years of teaching AND 4+ TEAM Evaluations of Effective or Higher

TEAM Observation Requirements for Classroom Teachers				
TEAM Plan Type	Informal Observation	Formal Observation	Artifact Conference	Total
Classroom-Based Category 1A (1 st Year or New to the District)	3 1 by Dec 31 2 by May 1	2 1 by Dec 31 1 by May 1	0	5
Classroom-Based Category 1B	2 1 by Dec 31 1 by May 1	1 1 by May 1	0	3
Classroom-Based Category 2	1 1 by May 1	1 1 by May 1	0	2
Non-Classroom Based Category 1A (1 st Year or New to the District)	0	2 1 by Dec 31 1 by May 1	2 1 by Dec 31 1 by May 1	4
Non-Classroom Based Category 1B	0	1 1 by May 1	1 1 by May 1	2
Non-Classroom Based Category 2	0	1 1 by May 1	1 1 by May 1	2
SSPEM Category 1A (1 st Year or New to the District)	0	2 1 by Dec 31 1 by May 1	2 1 by Dec 31 1 by May 1	4
SSPEM Category 1B and 2	0	1 1 by Dec 31	1 1 by May 1	2