

# **AGREEMENT**

*Between*

**The School Board of Lake County**

*and*

**The Lake County Education Association, Inc.**

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

**Tavares, Florida**

**2025-2026**

**First Year of a Three-Year Contract**

**2025-2028**

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## ARTICLE 1– 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  
Career-Technical Education (CTE) Nursing Assistant Program Coordinator  
Career-Technical Education (CTE) Program Specialist  
Career-Technical Education (CTE) Teacher  
Career-Technical Education (CTE) Teacher Nursing Assistant Program  
Certified School Counselor - Elementary  
Certified School Counselor - High  
Certified School Counselor - Middle  
Content Area Coach  
Curriculum Resource Teacher  
Dropout Prevention Teacher  
ELL School Specialist  
ESE School Specialist  
ESOL Resource Teacher  
High School Graduation Resource Facilitator  
Innovative Learning Specialist  
Instructional Coach  
Instructional Dean  
Instructional Technology Facilitator  
Intervention Support Teacher  
Library/Media Specialist  
Literacy Coach  
Positive Alternative to School Suspension (PASS) Teacher  
Potential Specialist  
Program Specialist - Career and Professional Education (CAPE)  
Program Specialist - Career Education  
Program Specialist / Staffing Specialist  
School Psychologist  
School Social Worker  
School Testing Specialist  
Site Specialist, Cambridge AICE Program  
Site Specialist, International Baccalaureate (IB)  
Speech-Language Pathologist  
Teacher (Legal: Includes but not limited to 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," "educator," or "instructional employee" 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.

The parties agree that all part-time instructional employees 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 2- 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 instructional employee 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 7.** 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 8.** 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 9.** 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 3 - 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 instructional employees of the School District; (2) to hire, promote, transfer, assign and retain instructional employees in positions in the School District; (3) to take disciplinary action for proper cause; (4) to relieve instructional 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 4 - ASSOCIATION AND INSTRUCTIONAL EMPLOYEE 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 instructional employee 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 instructional employee workday.

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

### **Section 2. Posting Notices**

The Association may post notices concerning 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 via in person or email.

### **Section 3. Mailboxes**

The Association will be entitled to use the schools' mailboxes for communication to instructional employees through the postal service. Association members at worksites will be entitled to use the school's mailboxes for receiving and distributing communications to instructional employees 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 the instructional employee's 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. No material shall be sent through the district e-mail which violates federal, state and local laws.

## 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 and worksites. 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. No material shall be sent through the district e-mail which violates federal, state and local laws.

## Section 6. Conduct

**Provided that conduct remains consistent with the professional standards of the teaching profession and with the generally accepted norms of respectability and dignity within the community served, the private and personal life of an instructional employee shall not be subject to review or intervention by the Board, except where it can be demonstrably established that such conduct interferes with the fulfillment of professional responsibilities or the maintenance of appropriate relationships with students.**

## 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 an instructional employee 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 instructional employee's official file and will be used for official purposes as support information when necessary. No such materials relating to work performance, discipline, suspension, or dismissal may be placed in a personnel file unless they have been reduced to writing within 45 days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials (Section 1012.31, Florida Statutes).
3. No derogatory materials relating to an instructional employee's conduct, service, character, or personality will be placed in the personnel file of such instructional employee except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under Florida Statutes. A copy of such materials to be added to an instructional employee's personnel file shall be provided to the instructional employee either by certified mail, return receipt requested, to the address of record; or by personal delivery. Instructional employees will sign such materials, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents. No anonymous letter or anonymous materials shall be placed in the personnel file. An employee has the right to answer in writing any such materials in a personnel file on July 1, 1983, as well as any such materials filed thereafter, and the answer shall be attached to the file copy (Florida Statutes, Section 1012.31).

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 instructional 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 instructional employee or designated representative shall have the right, upon written request, to review the contents of the corresponding district or school personnel file, excluding materials classified as privileged and/or confidential as outlined in Chapter 119, Florida Statute, upon making appropriate arrangements with Human Resources. Fees for copies of public records are prescribed by Florida State Statute, Section 119.07. The instructional employee or designated representative must make an appointment with Human Resources (district file) or worksite records custodian (school file) in order for an administrator or designee to be present when the instructional employee's file is inspected. At least 48 hours' notice is needed to respond to this request.

C. An instructional employee may file a public record request for any document contained in the instructional employee's own personnel file. Fees for copies of public records are prescribed by Florida State Statute, Section 119.07. The decision as to what documents will be included in or excluded from an instructional employee's personnel file is a managerial prerogative of the Board and/or its designee, except that any instructional employee may have included any written defense or disagreement concerning any document contained in the instructional employee's personnel file and may grieve same. Instructional employees will sign such documents prior to insertion into the personnel file and within one day to signify the instructional employees 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. Upon request, the President and Vice President of the Association shall be granted a leave of absence, not to exceed one (1) year at a time, at no cost to the Board, for the purpose of engaging in Association activities. Participation in Board-approved benefit plans (including health, life, Florida Retirement, and Social Security) shall be permitted, contingent upon full payment by the Association of both the instructional employee and employer contributions required for such plans. Payroll services shall be provided by the Board, with all associated costs reimbursed by the Association. Upon conclusion of the approved leave, reinstatement shall be to the instructional position held at the commencement of the leave, if available, or to a position of comparable 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 instructional employees' classes. Fees for copies of public records are prescribed by Florida State Statute, Section 119.07.

## **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 instructional employees will be treated with respect and dignity in the workplace in accordance with School Board Policies. Corrective conversations by administration shall be conducted in a manner that will maintain professional courtesy and in a location that is private.

## **Section 12. New Instructional Employee 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 instructional employees. Both parties will mutually agree upon a time and understand that instructional employee attendance at this meeting is strictly voluntary and at no cost whatsoever to the District.

## **Section 13. Association Worksite Visits**

Association representatives may have access to district worksites and instructional employees during the contract hours with principal/director approval. Such visits would not interfere with the duties or responsibilities of worksite personnel. The Association will only have access to instructional employees during duty-free time portion of the contract with principal/director approval.

## **Section 14. Worksite Representation**

The Association representative(s) shall be given an opportunity following the conclusion of each faculty meeting (prior to dismissal) to present brief announcements. The principal/director will receive prior notification.

With prior notice and approval from the principal/director, Association members may hold meetings before or after regular duty hours or after student release. Assigned instructional employee duties take priority over such meetings. Such meetings would not interfere with the duties or responsibilities of worksite personnel.

Association meeting announcements may be made using the building communication system(s) before or after the student day, with prior permission of the administration.

The principal/director may upon request meet monthly with Association representative(s) to collaborate and discuss topics of interest at a mutually agreeable time.

## ARTICLE 5 – PAYROLL DEDUCTIONS

### Section 1. Payroll Deduction Slots

- A. Instructional Employees will be given three (3) payroll deduction slots which may be used for deductions authorized by the instructional employee in writing to the School Board. The instructional 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 instructional employee's salary check. The purpose for this additional deduction will be for a program of instructional 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. Instructional 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 6- 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 instructional employees to report for duty; the concerted absence of instructional employees from their positions; the concerted stoppage of work by instructional employees; the concerted submission of resignations by instructional employees; the concerted abstinence in whole or in part by any group of instructional 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 instructional 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 7- NON-DISCRIMINATION

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

**Section 2.** The Board and the Association hereby agree that every instructional employee 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 instructional employee 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 instructional employee because of the exercise of any rights conferred by this Agreement.

## ARTICLE 8 – 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 instructional employee in danger of dismissal because of poor performance will be afforded the NEAT procedure as stated in F.S. 1012.34.

### Section 2. Superintendent Authority

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

If an instructional employee needs to be removed from their position and placed on alternative assignment while an investigation is taking place, it is understood that the instructional employee 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. The instructional employee 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 3. 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 an administrator 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 4. 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 5. 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 instructional employee's misconduct, infraction or offense, 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 misconduct, infractions or offenses do not necessarily create grounds for suspension or dismissal. Discipline forms may be found in the appendix and on the Compensation and Employee Relations department website.

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 instructional employee and the Administrator to informally discuss work-related problems and concerns. This counseling session must be a confidential, in-person meeting, documented and copied to the instructional employee. The counseling session is designed to help the instructional 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
  5. Be confirmed in writing using the Counseling form

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

- B. Step 2. Verbal Reprimand: This action is used to get the attention of the instructional employee while the situation is still correctable. 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 Verbal 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 instructional employee should be advised that a copy of the reprimand will be placed in the 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 instructional employee will sign the Verbal Reprimand form to note that no additional disciplinary action was taken and will not be the basis of further progressive discipline. A copy of the completed Verbal Reprimand form will be given to the instructional employee.

- C. Step 3. Written Reprimand: This action is utilized when prior counseling sessions and/or the verbal reprimand have not resulted in satisfactory changes of behavior. 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 Administrator should:
1. Contact Employee Relations
  2. Review prior disciplinary actions taken
  3. Notify the instructional employee of the specific policy or procedure being violated
  4. Place the instructional 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 instructional employee that the Written Reprimand may impact the annual performance evaluation
  7. Advise the instructional employee that a copy of the Written Reprimand will be placed in the 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 instructional employee will sign the Written Reprimand form 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 instructional 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.

Suspension Pending Investigation:

1. There are situations where the instructional 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 instructional employee presents a potential threat to other instructional 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 instructional 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 instructional employee may be terminated from employment. Certain violations may warrant immediate termination. An instructional employee 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 instructional employee's entire work record, positive and negative, has been considered
4. The same rules are applied uniformly to other instructional employees
5. The penalty of dismissal is reasonably related to the seriousness of the misconduct, infraction or offense

Prior to taking formal termination action, Employee Relations must confirm that the instructional 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 allegations of misconduct, infractions or offenses
2. Providing the instructional employee with an opportunity to respond to the allegations of misconduct, infractions or offenses
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 instructional employee at the time the action is taken. If the instructional 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 instructional employee's personnel file.
2. The instructional employee is informed of the reasons for the dismissal with each incident of misconduct, infraction or 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 misconduct, infraction or offense or performance deficiency

- The impact of the misconduct, infraction or offense or performance deficiency on the instructional employee's relationship with the administrator, with other employees and with the public
  - The extent to which the misconduct, infraction or offense or performance deficiency was the result of mistake or misunderstanding rather than willfulness
  - The instructional employee's own disciplinary record
  - The instructional employee's own performance record
  - The type of discipline given to instructional 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 instructional employee, a subsequent, unrelated, minor misconduct, infraction or offense may be deemed a first misconduct, infraction or offense for progressive discipline purposes.
- G. The employee shall review and acknowledge any discipline, sign discipline forms with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents or add additional information to the investigation, as needed.

## **Section 6. Complaint or Allegation**

The Board or its representatives, upon any complaint directed toward an instructional employee, may investigate the complaint or allegation until a reasonable resolution is achieved. Any complaint or allegation regarding an instructional employee made to the administration which is considered in a written evaluation of an instructional employee's performance, or which may result in disciplinary action, will follow Article 8, Section 5 Discipline Process.

When an instructional employee is placed under investigation, the instructional employee will be given a written statement of the alleged allegation(s). An investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. If the allegation(s) came from the anonymous tip line, a statement of the message will be given to the instructional employee once the investigation is closed and complete. An investigation shall be presumed to be inactive if no finding relating to probable cause is made within 60 days after the complaint or allegation is made.

Such notification to the instructional employee will include the name of the parent, student, or other person lodging the complaint. Please refer to School Board Policy 3550.

## **ARTICLE 9 - 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. An “instructional employee” is any person in the bargaining unit covered by this Agreement.
- C. An “aggrieved party” is the instructional employee or group of instructional employees who submit(s) a grievance, signed at the appropriate step, or on whose behalf a grievance, signed by the instructional employee(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” refers 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 instructional employee 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 a decision to the instructional employee will permit the instructional employee to proceed to the next step in the grievance procedure.

## **Section 5. Procedure**

**Step 1.** In the event an instructional employee believes a grievance exists, the instructional employee will discuss the problem with the immediate supervisor as soon as possible. If the matter cannot be resolved amicably, and if the instructional employee wishes to proceed further, the instructional employee will file a written grievance with the 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 instructional 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 the 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 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, the 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 the 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 (FMCS). 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. If the Federal Mediation and Conciliation Service (FMCS) is unable to provide arbitration services, both parties shall be required to mutually agree upon an alternative arbitration provider. The selection of the alternative arbitration provider will be made collaboratively, ensuring the provider meets the necessary qualifications and standards for arbitration. The process for selection of arbitrators, including the furnishing of a panel, the striking and ranking of arbitrators, and the appointment procedure, will remain the same as stipulated in Article 9, Section 5, Step 3 of this Agreement, regardless of the arbitration agency selected.

## **Section 6. Special Provisions for Discipline Cases**

- A. Suspension or dismissal during the school year.

1. Cases involving suspension or dismissal of an instructional employee during the school year will be governed by the provisions of Sections 1012.33(6) and 120.57, Florida Statutes. An instructional 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 instructional employee who is suspended or dismissed was on continuing contract at the time such action was taken, such an instructional 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 instructional employee chooses to utilize the statutory procedure, the instructional employee waives arbitration. Similarly, if the instructional employee chooses arbitration, the instructional employee waives the statutory procedure. In no case will an instructional employee have the right to pursue the suspension or dismissal through both arbitration and statutory procedure.
  3. If the instructional employee who is suspended or dismissed by the Board is on annual contract, and the instructional employee wishes to appeal the decision of the Board, such an instructional employee must do so through the arbitration procedure of this Agreement.
  4. If an instructional employee elects to appeal the decision of the Board in a dismissal or suspension case to arbitration, the instructional employee must file a written request for arbitration with the Superintendent within five (5) days after the instructional 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 instructional 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 the decision that said findings were not based upon competent evidence. The arbitrator will have no authority to substitute any discretion for that of the School Board with respect to the severity of the penalty imposed upon the instructional employee by the School Board unless the instructional 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 the 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 instructional employee not only for the offenses specified in said statute but also for lesser offenses.
3. The arbitrator will have no authority to substitute arbitrator’s discretion for that of the Superintendent with respect to the severity of the penalty imposed upon the instructional employee by the Superintendent, unless the instructional employee can demonstrate the penalty imposed was arbitrary and capricious under the circumstances.

**Section 7. Powers of Arbitrator**

- A. The function of the arbitrator will be to make a decision, following due investigation, in cases involving alleged violations of specific articles and sections of this Agreement. The arbitrator will be empowered to act within the scope of authority outlined herein. However, the arbitrator will have no authority to add to, subtract from, disregard, alter, or modify any terms of this Agreement. The Board and the grievant shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party unless such party makes good faith efforts to immediately disclose such information to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
- B. The arbitrator will have no power to change any policy or rule of the Board, nor to substitute any 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 instructional employee workday and may be extended by mutual agreement.

C. Representation

1. Any instructional 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 the 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 instructional employee will have the right to process a 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 instructional 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) instructional employee 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 1 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 15.

## ARTICLE 10 - TEACHING CONDITIONS

### Section 1. Special Duties

Instructional employees performing extra- and co-curricular duties after the normal instructional employee 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 instructional employees 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. Instructional employees assigned lunchroom and/or other supervision duties will work with administration to determine an appropriate time for a duty-free lunch.

Duty rosters and schedules for student supervision will be developed as part of the Joint Leadership Committee meetings, see Article 11, Section 1.

### Section 2. Instructional Supplies and Materials

Instructional employees 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, instructional employees will be entitled to receive sufficient financial information to enable them to present requests in priority. At the end of the school year, the instructional employee will not be financially responsible for any missing and/or damaged textbooks or digital equipment/technology equipment with normal wear and tear.

If an instructional employee needs additional materials, special materials, or special assistance for students with unique needs, the instructional employee 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 instructional employee will be advised of the disposition. The local school budget will be made available for faculty information.

Instructional employees will have access to copy machines and printers that are designated by administration.

### Section 3. Work Area

Instructional employees will be provided with an area or space in which to work. Each school will make available to instructional employees 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 an instructional employee is required to move from classroom to classroom in order to provide instruction (floating instructional employees), 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 worksite a lunch area, restroom facilities, and a free parking area exclusively for employee use. At least one area will be reserved for use as a faculty work area.

#### **Section 5. Telephones, Electronic Devices, Classroom Interruption**

Telephones will be available to instructional employees for use at all schools. To the degree possible, instructional employees 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 instructional employees 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 or district business. 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 for personal use only during duty-free time, except in case of emergency. Any exception requires prior administrative approval. Administration may not require instructional employees to possess or to utilize personal electronic communication devices.

Classrooms will not be interrupted through the use of intercommunication systems more than absolutely necessary; if abuse of this provision occurs, instructional employees 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 instructional employees. Incoming messages will be received and noted as to date, time, and name of sender and placed in the instructional employee's mailbox. Messages should be delivered to the instructional employee upon receipt if it is determined that such messages are of an emergency nature.

#### **Section 7. Teaching/Lesson Plans**

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

Instructional employees 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 instructional employees, as a guide, in planning and teaching course content, and instructional employees will be responsible for teaching required essential standards/benchmarks within the designated timeframe. For auditing purposes, the official form for documenting required standards, as published in the appendix, will be used.

Instructional employees 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 administration.

#### **Section 8. Student/Parent Conference**

Instructional employees will be available for student and parent conferences. Where practicable, conferences dealing with parent/student/instructional employee 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. Administration will have the final authority in setting conference times and dates. The purpose of the meeting will be communicated upon scheduling of the meeting.

Where practicable, and in circumstances where an instructional employee refers a student to a special program or other instructional setting, the referring instructional employee may participate in any conference(s) relating to that placement. Administration 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**

Instructional employees 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 instructional employees. Any instructional employee required to collect money and manage funds will receive training and support with district money handling policies each school year during pre-planning. Any new instructional employee hired after pre-planning will be oriented to the money handling policies within 10 days of being hired. Instructional employees who manage internal accounts will be provided with copies of quarterly reports and account balances as requested.

#### **Section 11. Notification of Tentative Teaching Assignment and Supplements**

Instructional employees 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 instructional employees as soon as possible, via summer contact information, with an explanation. Instructional employees who are given an out-of-field assignment will be given rationale for the placement.

#### **Section 12. Instructional Employee Planning/Non-student Work Days and District Professional Learning Days**

Instructional employee 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.

- a. Pre-Plan Days: Days of the contractual year prior to the beginning of the student calendar year used for district/faculty/departmental meetings/in-service and for instructional employee self-directed activities.
- b. Work Days: One (1) day immediately following the first three (3) grading periods will be used by site-based instructional employees for self-directed activities. Instructional staff may work remotely, with administration approval, or at the worksite for these work days provided there are no scheduled meetings.
- c. Post-Plan: The day immediately following the last student calendar day will be used by instructional employees to close out the school year. Administration and instructional staff will be available during the contract day at the worksite for end of year checklist requirements.

### **Section 13. Observation of Classroom**

Visits to an instructional employee's classroom by persons other than district/school administrative/supervisory personnel and other authorized personnel may occur only after consent has been granted by administration and after conferring with the instructional employee involved. At least one workday notice will be given to the instructional employee 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. Any recording by district/school administrative personnel or visitors that include the instructional employee's voice must have consent of the parties involved.

The purpose of a learning walk is to determine trends and best practices among classrooms and departments. The District Learning Walk Tool used for classroom visits will not include the instructional employee'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 grade-level and/or department groups, the overall school, and the individual instructional employee upon request.

### **Section 14. School Day**

Unless otherwise modified by the terms of this Agreement, instructional employees 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 instructional employee(s) to enter. A comment should be entered by the instructional employee'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 instructional employee 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. Instructional employees who teach students being promoted or graduating may be required to submit grades early. Instructional employees should be notified of all grade reporting deadlines at the beginning of each semester.

### **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 instructional employee 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 worksite will have at least one (1) LCEA representative to help count the nomination ballots and the election ballots for Teacher of the Year and Rookie Teacher of the Year Selections. The LCEA President or designee shall appoint a representative if a school-based LCEA representative is not available.

### **Section 19. Substitute**

On occasions, when the instructional employee 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 instructional employee as determined by the building administration.

By mutual agreement, an instructional employee may absorb students into their classroom. Instructional employees 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 instructional employee or other member of the staff of any school will assume such authority for the control of pupils as may be assigned by the principal and will keep good order in the classroom and in other places in which the instructional employee is assigned to be in charge of pupils. Under no circumstances may an instructional employee 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 instructional employee, a student's behavior is seriously disrupting the instructional program to the detriment of other students, the instructional employee may refer the student to the principal or designee. The principal or designee will provide assistance and support to instructional employees in the handling of these referrals and will respond in writing to the instructional employee making said referral by noting the action taken by the administrator involved. The instructional employee may request a conference with the principal or designee and possibly an appropriate specialist as soon as possible to discuss the problem and to decide upon appropriate steps for its resolution.

- B. An instructional employee 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 instructional employee'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 the actions to the instructional employee.

An instructional employee 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 instructional employee to repeatedly interfere with the instructional employee'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 instructional employee determines that the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with the instructional employee's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.

The instructional employee is responsible for providing and maintaining all documentation required for the removal of a student from the instructional employee's class. The instructional employee'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 instructional employee, student, and administration which may include the parent when possible. The instructional employee will use the agreed upon form found in the Appendix.

If an instructional employee 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 instructional employee's class without the instructional employee's consent unless the committee established herein determines that such placement is the best or only available alternative. The instructional employee 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 instructional employee making said referral by noting the action taken by the administrator involved. The instructional employee may request a conference with the principal or 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 instructional employee's documentation, the instructional employee'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 an instructional employee withholds consent to return a student to the instructional employee's class. Committee membership must include at least the following: two (2) instructional employees elected by the eligible bargaining unit members at the school, one (1) member of the school staff selected by the principal, one (1) instructional employee alternate elected by the eligible bargaining unit members at the school. An alternate will serve when a regular instructional employee member is unable to serve. Sufficient instructional employee alternates will be elected to ensure that the Committee will have at least one instructional employee 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 instructional employee who exercises the option to remove twenty-five percent (25%) of 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**

An instructional employee may act as necessary and appropriate to protect from an attack or to prevent injury to another person.

#### **Section 22. Student Teacher/Intern**

No instructional employee will be required to accept and supervise a student teacher/intern or any other type of instructional trainee, nor will instructional employees 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. Instructional employees who do agree to such supervisory assignments will be informed of guidelines under which trainees will operate as well as program compensation if available and applicable, and will be responsible for seeing that these guidelines are followed.

#### **Section 23. Interview of Paraprofessionals/Teacher Assistants**

To the extent possible, instructional employees will have the opportunity to be present at the interviewing of paraprofessional /teacher assistant applicants with whom the instructional employees will work. The principal will have the final authority to recommend the paraprofessional / teacher assistant for appointment.

#### **Section 24. Opportunity to Make Recommendations**

Instructional employees 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 instructional employees and/or faculty-appointed committees will not be altered; however, the decisions of the building administrator will be final in all cases.

## **Section 25. Board Assistance**

The Board agrees that it will provide assistance, including consultation with the Board's attorney, to instructional employees 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 26. Performing Medical/Hygiene Procedures**

When instructional employees are called upon to perform medical or hygiene procedures for students, such procedures shall be carried out in accordance with Florida Statutes and will receive adequate training prior to providing assistance.

## **Section 27. 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, the administrator 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 28. 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 29. 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 30. Dress Code**

The LCEA and the Board agree that instructional employees 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. Instructional employees will wear clothing appropriate to 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. Instructional employees will be permitted to wear Association t-shirts. In the event an administrator believes an instructional employee'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 31. 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 four (4) representatives to each school committee. The Association shall appoint no more than three (3) representatives to each 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 (FL Statute 442.012).

## ARTICLE 11 - WORKDAY AND RELATED MATTERS

### Section 1. Joint Leadership Committee

Each school will have a Joint Leadership Committee that meets monthly but no less than 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 appointed from within the worksite by the LCEA President 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. The minutes shall be emailed or made available to all instructional staff members after each meeting. All instructional staff in the bargaining unit will be compensated at their hourly rate of pay for committee meetings attended outside of instructional employee contract time. The duties of the Joint Leadership Committee are to assist in the development or modification of policies and procedures to ensure input from instructional personnel is considered in the decisions of site-based administration. Items to be discussed in the Joint Leadership Committee include but are not limited to:

#### A. Extra Student Supervision

When the building administrator determines instructional employees 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 instructional employee workday and instructional employees 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 instructional employees within the first two (2) weeks of school. The scheduled duties will last no longer than what is equitable based on the requirements of the school. Instructional employees will not be required to provide morning student supervision before the student instructional day begins unless it is their scheduled equitable duty rotation. Instructional employees required to provide student supervision after the student instructional day will be given the opportunity for release time, unless it is a scheduled equitable duty rotation.

#### B. Emergency Procedures

Emergency communication procedures, including communication trees, will be established for each school. Both parties acknowledge the responsibility of the building administrator to exercise the authority to reassign temporarily any instructional employee'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.

Instructional employees 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 instructional employee will be required to perform any act which may reasonably be considered to endanger the health, safety, or well-being of the instructional employee.

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 instructional employees. If emergency coverage of another classroom results in a third planning period in a week being used, the instructional employee will be paid for a planning period outside of established work hours.

Instructional Employees shall not be required to return to campus after student and staff dismissal during an emergency or inclement weather situation. Administration will notify instructional employees when it is safe to return to campus. Instructional employees may not return to the worksite until authorized by administration.

#### 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.

Specific workday start and end times may vary by worksite but they will be consistent for all instructional staff at the same worksite except by consent of the instructional staff impacted. Any changes in workday start and end times must be approved by the majority of the entire worksite instructional staff through an anonymous vote. The LCEA worksite representative or designee must be present and involved in the vote and vote count.

#### D. Planning Period

The Joint Leadership Committee will make recommendations to ensure equitable, maximum instructional time, and planning period for every instructional employee, including alternate schedules for early dismissal Wednesdays, assemblies, pep rallies, 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 an instructional employee(s) to engage in other activities (such as testing programs) as necessary under appropriate circumstances while continuing to provide planning time.

#### E. Intervention and Acceleration Time

The Joint Leadership Committee will make recommendations regarding the planning and scheduling of the intervention and acceleration block of grade-level standards within the master schedule. The Joint Leadership Committee shall review data quarterly and solicit input from instructional employees regarding goals for intervention and acceleration. The intervention and acceleration block shall not be considered an additional instructional period.

Instructional employees shall not be required to produce official lesson planning documentation for the intervention and acceleration block time. No instructional employee evaluations such as walkthroughs or observations (formal or informal) will be done during this period without the request of the instructional employee since it is not a true additional instructional period.

## F. Professional Learning and Preplanning

The Joint Leadership Committee will make recommendations regarding the planning of site-based professional learning and the pre-planning schedule. Pre-planning schedules will include the amount of individual self-directed planning time and lunch time each day. On days which students are not present, the duty-free lunch period will be one (1) hour and the total instructional workday will remain seven (7) hours and thirty (30) minutes.

## Section 2. Workday

- A. Instructional employees are compensated on a salary basis for all hours worked. The normal instructional employee 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. An instructional employee 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. An instructional employee 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 instructional employee and the principal. Release time will be scheduled at an alternate time subject to principal approval. Upon the third time and each time thereafter within the current school year that an instructional employee 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. An instructional employee may be required to participate in no more than three (3) evening or weekend activities during the school year. High School Graduation outside of contract hours will count as 2 evening events due to the hours, including commute time for offsite events and preparations, as well as the duties required. Two-week advance notice will be given to the instructional(s) and special consideration will be given to individual cases where personal hardship would be involved. An instructional employee who is required by a principal to attend such a function will be entitled to mutually agreed equal release time during the instructional employee workday, such as early release Wednesdays, instructional employee workdays or other times approved by the school principal. Instructional employees will not be required to attend evening or weekend activities that are primarily designed as fundraising events. Any instructional employee required to collect money and manage funds will receive training and support to handle money per Article 10 (Section 10) of the contract.
- B. The above time limit restrictions on the instructional employee workday will not be applicable to those instructional employees 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 instructional employee planning period. The objective is to serve student needs while meeting all state and federal requirements. The individual instructional employee planning period is defined as the period during the workday when instructional employees can plan for scheduled classes and students and is self-directed and free from student supervision. All classroom instructional employees 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 transition are not included in this total.

This ensures that instructional employees 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 instructional employee's classes unless otherwise compensated with release time or compensation. Instructional employees may choose to meet as a group more often.

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 instructional employees will require a majority result from an anonymous vote of those instructional employees 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, instructional employees will be given an equivalent amount of time for individual planning on early release Wednesday within two work weeks or at a mutually agreed upon time.
- C. If a third or fourth planning period in a week is required, instructional employees must be paid for a planning period outside of established work hours. If or when necessary, instructional employees will work with the payroll designee at the school to report and submit the necessary form for special compensation.

Individualized Educational Plan (IEP) meetings, parent conferences, Multi-Tiered System of Support (MTSS) meetings, 504 meetings, etc. are exempt and teachers are expected to attend.

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

Schools under state monitored differentiated accountability (DA) must have flexibility to meet their requirements. Instructional employees 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 instructional employees will be assigned no more than five (5) instructional periods. Full-time high school instructional employees 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. Instructional employees with more than 3 preps will be given rationale for the assignments.

#### **Section 5. Duty Free Lunch**

Every instructional employee will have a duty-free time for lunch of no less than thirty (30) minutes. Elementary school instructional employees 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 an instructional employee eat lunch with his students unless he desires to do so. On days which students are not present, the duty-free lunch period will be one (1) hour and will be included in the normal instructional employee workday.

#### **Section 6. Early Dismissal**

Instructional employees will be dismissed promptly after regular pupil dismissal time, excluding Early Release Wednesdays, on days immediately preceding a holiday, with the exception of instructional employees 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 learning, collaborative planning or any other administrative meetings. On weeks where there is a paid holiday or non-work day making the work week 4 days instead of 5, the early release Wednesday of that week will be used for individual self-directed planning. Early release days will be provided at the end of each semester for the purpose of assisting instructional employees in administering and grading student examinations at the middle and high school level and/or providing planning time for instructional employees at all levels. These early release hours may be used as make-up hours for emergency school closures.

#### **Section 8. Leaving During Work Hours**

An instructional employee may only leave their assigned worksite(s) during working hours with permission of the building principal or designated representative.

## ARTICLE 12 - PROFESSIONAL COMPENSATION

### Section 1. Salary Placement Schedule

The placement schedules will be as set forth in Appendix B which is attached to and incorporated in this Agreement. The placement 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.

Instructional employees 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. Notification will be sent out via email to all instructional employees once the salary summary screen is updated. The salary summary includes both the Base Annual Salary and Total Assignment Salary values which are factored based on 196 days at 7.5 hours per day. Newly hired instructional employees 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 instructional employees 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 instructional employee were 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 instructional employee who do 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 instructional employees 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 Instructional Employees**

Credit given on the placement schedules for new instructional employees pursuant to 2A, 2B, 2C or any combination thereof will not exceed the maximum salary (25+) allowed on the schedule. Instructional employees 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 instructional employees to provide, on forms furnished by the District, verification of all full-time teaching experience earned outside of Lake County. Instructional employees 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, will 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. Instructional employees 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 instructional employee who qualifies for and chooses to retire or to the instructional employee'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 (13<sup>th</sup>) 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 instructional employee 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 instructional employee while employed by the Lake County Schools.

## **Section 6. Instructional Employee Work Year**

The regular instructional employee work year will be 196 days. Instructional employees 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. Any instructional employee that starts their first workday after the beginning of the instructional contract will be paid at a daily rate of 1/196 of the annual salary applicable in the remaining 196-day contract year.

The 196-day calendar will be determined during the annual district calendar committee meetings. The Association may appoint up to five (5) representatives. This committee shall meet at minimum annually to develop and recommend school calendars for consideration by the Superintendent and School Board. Committee recommendations shall include the scheduling of planning days, instructional employee work days, holidays, non-work days and other relevant elements impacting the instructional calendar.

## **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 work days. All instructional employees in positions which fall in this category will be notified in writing of the terms of their contract prior to July 1 preceding the school year affected. The allocation committee will meet to review the additional contract days for each instructional position annually. The Association may appoint up to two (2) representatives to the allocation committee.

## **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 instructional employees 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 instructional employees 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 instructional employees 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 minus deductions will be divided by twenty-four (24) to determine the amount of each paycheck to be issued twice monthly from August through July.

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

## **Section 9. Overpayment**

An instructional employee 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 instructional employee and the representatives of the school system Finance Department, unless by mutual consent an alternate arrangement is negotiated.

## **Section 10. Stipend Rates for Workshops**

Those instructional employees 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. The workshop stipend rate is specified in the appendix.

**Section 11. Health, Hospitalization, Life Insurance, and other benefits**

- A. The benefits of the program for employees and dependents will be as outlined in the schedules of benefits. The details of the district health plan will be communicated to employees during open enrollment and available year round on the district website.
- B. Both parties agree that consensus has been reached on the implementation of a base health plan, an Insurance/EAP program, and an Insurance Life Accidental Death and Dismemberment programs.

The Board will pay an amount equal to 95% of a \$0 Premium base plan for instructional employee only coverage. This base amount will be paid, regardless of which health insurance plan the instructional employee selects. For purposes of this benefit, full-time is defined as an instructional employee who works six (6) or more hours per day. Bargaining unit instructional 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.

The Board shall provide written notice through mail, email, and telephonic communication to the Association and all affected employees no fewer than-10 calendar days in advance of any proposed changes to the employee health plan. This includes modifications to premiums, coverage levels, plan design, carriers, or other related vendors.

Change notification shall include:

- A summary of the proposed changes
- A side-by-side comparison of the current and proposed benefits
- A rationale for the proposed changes, including financial analysis where applicable
- Clear instructions on how instructional employees can request additional information and ask clarifying questions
- A timeline or summary of the rollout of the change

Employee Education and Communication

The Board shall provide information below prior to the annual open enrollment for health benefits:

- An overview of health plan options and benefits
- Information specific to the self-insured structure and employee cost-sharing
- A Q&A segment with district benefits staff
- Distribution of a digital benefits guide
- Information regarding any recent or upcoming changes

Information may be offered both in-person and/or virtually and may be recorded for employees to access on demand through Inside Lake/LCS website.

- D. Instructional employees 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. Joint Insurance Advisory Committee - The Board and the Association agree that LCEA will appoint up to five (5) bargaining unit employees as representatives of the Association to serve on the District's established Joint Advisory Insurance Committee for the plan year. The committee members will participate in the development and review of the Standard Operating Procedure for the Joint Advisory Insurance Committee annually. If meetings are conducted during contract hours, instructional employees will receive release time. The Joint Advisory Insurance Committee will meet at least quarterly and receive the plan usage reports from the third party administrator to discuss trends, possible changes to make to any future plans, review financial, actuarial, and usage reports related to the insurance plans and budget.

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.

- F. When a school administrator requests instructional employees to participate in a school sponsored activity, such participation shall be deemed to occur within the course and scope of their employment as defined under Florida Statute 440.02, provided that the activity is authorized and the work performed is a major contributing cause of any injury or incident for the purposes of workers' compensation coverage.

**Section 12.** 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 instructional employees.

**Section 13.** When an emergency, as determined by the Superintendent or his designee, requires closing of school for students, schools will be closed for instructional employees also. Instructional employees will be paid their regular salary during such emergency; however, if the Superintendent and the Board deem it necessary, instructional employees 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.** A salary supplement will be awarded for a Master's Degree, Specialist Degree, or Doctorate Degree earned from an accredited college or university. The higher salary supplement, as established in Appendix B, will only be awarded if the advanced degree is held in the individual's area of certification. Instructional employees who received the advanced degree differential prior to July 1, 2011, are grandfathered and will continue to receive the higher differential provided there is no break in service with the District. If the advanced degree is not held in the instructional employee's area of certification, a lower salary supplement, as established in Appendix B, will be awarded regardless of degree level or type.

**Section 15.** 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 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 13 – INSTRUCTIONAL EMPLOYEE EVALUATION

**Section 1.** The evaluation and assessment of the performance of each instructional employee is solely the responsibility of the administration and may not be delegated.

**Section 2.** 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.** Instructional employees 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.** The evaluation of teaching performance of all instructional employees will occur annually, using the appropriate evaluation instrument, and according to the TEAM Procedural Guide:

- A. Probationary instructional employees will be evaluated once each semester following the approved TEAM procedures and meeting current state mandates
- B. Instructional employees 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 instructional employee 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 an instructional employees's performance may occur as often as the assessor deems necessary.
- B. All monitoring or observation of the work performance of an instructional employee 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 instructional employees. All implementation will be in accordance with current state mandates.
- B. The instructional employee evaluation instruments for all bargaining unit instructional 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 instructional employee designated as a site TEAM Expert. Instructional employees 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.** An instructional employee 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 instructional employee. 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.** Upon initial notification of the evaluation report, instructional employees will acknowledge the receipt of the document no later than the next workday. In the event that an instructional employee feels the Instructional Practice Score evaluation was incomplete or inaccurate, the instructional employee may put 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 instructional employee and the building administrator to review the Instructional Practice Score data. In the event that the instructional employee is an LCEA member, the instructional employee may request to have an LCEA officer available for representation during the Instruction Practice Score evaluation appeal meeting. The instructional employee 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.** The summative evaluation will be reviewed after student assessment data becomes available. In the event that an instructional employee feels the Summative evaluation is incomplete or inaccurate, the instructional employee may put 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 instructional employee and the building administrator to review the student assessment evaluation data. In the event that the instructional employee is an LCEA member, the instructional employee may request to have an LCEA officer available for representation during the Summative evaluation appeal meeting. The instructional employee 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.** Any instructional employee 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 14 - PROFESSIONAL IMPROVEMENT

**Section 1.** Newly hired instructional employees, instructional employees who have a change in certificate status, and instructional employees who have renewed certificates or clinical license must file valid certificates or clinical license and an official transcript(s) of credits with Human Resources. Failure to file the certificates, clinical license, and/or official transcript(s) within thirty (30) days of initial hire date will result in withholding of compensation until such filing(s) has been completed.

**Section 2.** When in-service training programs or instructional employees's meetings are held during instructional employee's regular working hours, all instructional employees 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 instructional employees may attend a new instructional employee 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.** Instructional employees will comply with current State Statutes regarding professional improvement.

## ARTICLE 15 - ALL INSTRUCTIONAL CONTRACT EMPLOYEES

### 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 instructional employees 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 instructional employee has successfully completed an Instructional Probationary Annual Contract with the School Board for one (1) year.
  - b. The instructional 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 instructional 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 instructional employee with unsatisfactory performance and notifies the instructional employee of performance deficiencies as required by F.S. 1012.34; or
    - b. The instructional 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 instructional 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 instructional 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 instructional 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 instructional employees 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 instructional employees 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 instructional employees 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 instructional employees. If subsequently rehired on or before September 15<sup>th</sup> of the following school year, such instructional employees 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 instructional employees who has been hired to fill in for an instructional employee on Board- approved leave.
- B. Based on employment needs determined by the Board, instructional employees 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 13 is not meant in any way to limit the discipline that is outlined in Article 8 of the Agreement Employee Discipline Plan.

## ARTICLE 16 - DIFFERENTIAL PAY POSITIONS

**Section 1.** All instructional employees will be entitled to apply for differential pay positions. No instructional employee 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 will be those as set forth in Appendices C and D which are incorporated in this Agreement. Instructional employees appointed to such positions will be paid in accordance with the said appendix.

**Section 3.** 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 instructional employee 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.** The instructional employees designated to receive differential compensation will be appointed by the building principal upon approval by the Superintendent or his designee. Prior to appointing instructional employees 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.** All appointments of additional duties to instructional employees for which a supplement to the regular salary is paid will not exceed one year.

**Section 6.** 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 instructional employee is not performing the duties in a satisfactory manner.

**Section 7.** 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 instructional employee 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 instructional employee and to the Association upon request.

**Section 8.** 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.** No instructional 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.** 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.** 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 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.** 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 17 - TRANSFERS, REDUCTIONS IN FORCE AND VACANCIES

### Section 1. Authority

The Superintendent will have the authority to transfer instructional employees 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.

### Section 2. Transfers and Reassignments

The instructional transfer period will open immediately following the reappointment deadline and remain open for five (5) workdays. Communication of the transfer period will be provided five (5) workdays before the transfer period opens. All job vacancies must be posted for the entire transfer period. If additional jobs are posted during the transfer period, these new jobs will be extended to allow for a five (5) day internal transfer period.

The Association may file a public record request for a list of non-reappointed instructional employees eligible for reemployment and all worksite administrators. Fees for copies of public records are prescribed by Florida State Statute, Section 119.07.

#### A. Voluntary Transfers

Consideration will be given to instructional employees 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

An instructional employee may be transferred from one (1) worksite to another within the District. Those employees transferred by the Superintendent or designee shall be provided notification in writing. In the event of a need to shift instructional allocations and as a result involuntary transfers are needed, the Association will be provided with a list of impacted instructional employees. The Superintendent or designee will consider, among other things, the suitability of the instructional employee's qualifications, certification(s) and performance evaluation as they relate to the needs of the position to be filled and will give special consideration to the instructional employee's personal preferences, place of residence, and other relevant factors.

#### C. Reassignments

The Superintendent will have authority to reassign instructional employees 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.

An instructional employee 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 any involuntary transfer places an instructional employee 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 Association shall be provided written notice at least five (5) days prior to Board action. The District School Board must retain instructional employees at a school or in the school district based upon educational program needs and the performance evaluations of instructional 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. Performance evaluations will be based on the higher of the most recent evaluation. If performance evaluations are equal, the lowest most recent three-year average performance evaluation is laid off. The District School board may not prioritize retention of employees based upon seniority, according to F.S. 1012.33(5).

### **Section 5. Redistribution of Instructional Employees 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 instructional employees from affected school(s) who have not been reassigned will be placed at the receiving school(s). All remaining qualified instructional employees will be placed district wide. After all remaining qualified instructional employees from affected schools have been placed, the district reappointment schedule will resume.

If redistribution occurs, all affected instructional employees shall receive written notice of reappointment status five (5) business days before the transfer period. Any special job postings would remain open until the Friday before the transfer period.

## ARTICLE 18 - 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 duties in the school because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of one's own household and consequently has to be absent from work, will be granted leave of absence for sickness by the Superintendent or by someone designated 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. Instructional employees 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

Instructional employees 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. Instructional employees requesting leave of absence for the purpose of childbearing or adoption may use accumulated sick leave during the period when the instructional employee is no longer able to work through the time the doctor certifies the instructional employee physically able to return to duty. Any instructional employee 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. Instructional employees will be allowed to remain on the job until the instructional employee is unable to perform assigned duties.
  
- B. When an instructional employee notifies the Superintendent or designee that the doctor has certified the instructional employee physically capable to return to active employment after a leave granted for childbearing, said instructional employee will be assigned to the same position or to a substantially equivalent position if such positions are available.
  - 1. **Pregnancy:** An instructional employee who is pregnant, an expectant mother, at the beginning of the school term or who becomes pregnant during the school term will upon request will be granted maternity leave without pay as provided herein. When the instructional employee confirms being pregnant and wishes to take maternity leave, the instructional employee may file with the superintendent or designee a written application for leave with an attached statement from the attending physician stating the expected date of birth of the child. When possible, the effective date for the suspension of services will be mutually agreed to by the instructional employee and the immediate administrator. Such a decision will be based on, but not limited to, physical condition, effectiveness in carrying out 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 instructional employee in consultation with the licensed health care provider. The instructional employee's leave will terminate upon certification by the licensed health care provider that the instructional employee is physically capable of performing assigned 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. An instructional employee on 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 duties. Requests submitted after the notice period may be denied if adequate arrangement for coverage of the instructional employee'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 Superintendent or designee.

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 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 instructional employee who is called for jury duty or subpoenaed as a witness to a proceeding in which the instructional employee is not a party on a regularly scheduled working day or days will be paid normal earnings for time lost by reason of such service. The instructional employee must submit official verification of jury duty attendance from the courthouse to receive paid leave.

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

An instructional employee may be assigned temporarily or may request assignment temporarily to duties other than the instructional employee's 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 instructional employee will receive 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 instructional employee performing such assigned temporary duty will not be considered to be on leave. An instructional employee will not be assigned to temporary duty for the purpose of earning college credits, improving rank, or renewing certificate, except when participating in a staff development or learning program approved by the School Board. Instructional employees may apply for temporary duty for certificate testing with principal or department head approval. The instructional employee must submit official verification of testing attendance to receive paid temporary duty leave. 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. The instructional employee shall submit extended leave application with attached official documentation of military orders from the armed forces to the Superintendent or designee to receive paid military leave.

An instructional 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 reemployment 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 instructional employee to duty in the school system.

### **A. Reserve or Guard Training**

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.

### **B. Active Military Service**

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 instructional 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.

## Section 10. Vacation Leave

- A. Instructional employees 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. An instructional employee 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. An instructional employee 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. An instructional employee 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 instructional 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 instructional employee and with prior approval of the instructional 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 instructional 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 an instructional employee ineligible for vacation accrual for that month except an instructional employee on leave from injury-in-line-of-duty.
  4. Any twelve (12) month instructional employee 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 instructional 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 instructional 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. If the leave is granted and upon return to active employment, the instructional employee will be assigned to the same position or to an equivalent position, if such position is available. 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 an instructional employee 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 instructional employee 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 instructional employee 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 instructional employee must be adding additional subject areas to the 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 instructional employee 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) instructional employees annually who have been selected for sabbatical leave under the provisions of this Article may elect to work for eighty percent (80%) of the instructional employee's regularly contracted salary for a four-year period while having the remaining twenty percent (20%) of the instructional employee's salary withheld in order to take leave with full pay the fifth (5th) year for professional or personal growth at the salary the instructional employee 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 an instructional employee granted sabbatical leave will return as an instructional employee 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 instructional employees 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. Instructional employees selected by the Board for sabbatical leave will be expected to demonstrate continuing commitment to the six-year program. In the event a selected instructional employee is required to withdraw due to personal or other acceptable reasons, all salary withheld will be paid to the instructional employee, or to the instructional employee's designated beneficiary or estate if no beneficiary has been designated. Instructional employees 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 and protections of the Family and Medical Leave Act. The district will provide information and guidance on FMLA.

#### **Section 17. Bereavement Leave**

Instructional employees are eligible for up to two (2) days of paid bereavement leave in the event of a death in the instructional employee's immediate family in order to attend to related issues. For the purpose of this designated leave, immediate family is defined as a father, mother, step-father, step-mother, brother, sister, husband, wife, child, step-child, or member of the instructional employee's household. Step-father and step-mother are defined as the spouse of the employee's biological or legally adoptive parent through a lawful marriage. Step-child is defined as the biological or legally adopted child of the employee's spouse through a lawful marriage.

Bereavement leave must be used within sixty (60) days following the death of the instructional employee's immediate family member. An instructional employee is eligible for a maximum of two (2) days of bereavement leave per fiscal year. In the event of a second occurrence of a qualified death within the same fiscal year, the instructional employee may apply for an additional bereavement leave to the Superintendent or designee for consideration. Bereavement is not cumulative. Instructional 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 19 - TRAVEL AND REIMBURSEMENT

**Section 1.** Authorized travel for instructional 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 instructional employee, the instructional 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 instructional 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 instructional 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. Instructional employees 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 instructional employee's home to the required meeting and from the required meeting to the instructional employee's home will be reimbursed only for those miles of driving distance which exceed the driving distance between the instructional employee's home and normal worksite.
  - 3. Travel from one (1) assigned worksite to another assigned worksite will be reimbursed.
- D. An instructional employee will not be required to transport students in the instructional employee's own automobile for school related activities except those instructional employees having to transport students based on job expectations. An instructional employee transporting students with his automobile for school related activities will be approved by the Office of Risk Management.

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

**Section 2.** Mileage within the district will be computed and paid according to the district mileage schedule.

**Section 3.** When more than one (1) instructional employee is going to the same destination, travel will be pooled or a bus will be provided where such is possible. Instructional employees who choose not to participate in available carpools and/or buses provided will not be entitled to reimbursement.

**Section 4.** 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 instructional employee's travel voucher.

**Section 5.** 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.** In all cases, documentation acceptable to the Board will be required for reimbursement.

## ARTICLE 20 - 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 instructional 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 two (2) sessions. Instructional employees may choose to work one (1) or both sessions.
- E. The beginning and ending times, and length of the student day and instructional employee day will be established annually based on the needs of the program. The total hours for the instructional employee's day will include planning and a break.
- F. Each VPK instructional employee will be supplemented two (2) hours per day with a Resource Teacher that will allow the VPK instructional employee planning, break, lunch and necessary time for VPK responsibilities. The Resource Teacher day will be employed hourly with a minimum of four (4) hours per day. The length of the day will be determined by the need required for the number of students enrolled.
- G. Instructional employees will be salaried 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 instructional employee units if enrollment falls below the prescribed staffing model limits in a given center. Therefore, instructional employees 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 instructional employee 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 instructional employees will be eligible to submit applications to teach in the summer school program. Instructional employees 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. Instructional employees will be notified of the disposition of the applications as soon as possible.
- B. An instructional employee 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 instructional employees may be laid off at any time when enrollment requires such action.
- C. An instructional employee 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 instructional employee's salary for the preceding school year. An instructional employee will not be compensated for days on which the instructional employee is absent from work, and an instructional employee must work a minimum of half or more of a day in order to receive pay for that day.
- D. An instructional employee who works a minimum of twenty (20) days during the summer school program will accrue one (1) day of sick leave. An instructional employee who works in the summer school program for the six (6) week term will be allowed one (1) day of sick leave with pay if needed.
- E. The instructional employee 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. Instructional employees 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 21- SCHOOL PLUS

**Section 1.** All certificated personnel at the designated School Plus site will be entitled to apply annually for School Plus teaching and supervision. No instructional employee 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.** The principal will advertise the School Plus positions to the school faculty for a period of one (1) week.

**Section 3.** Selection for the School Plus position will be determined by the principal based on qualifications and suitability.

**Section 4.** The principal, with the approval of the Superintendent, retains the right to change the School Plus instructional employee when in the principal's judgment the instructional employee is not performing the duties in a satisfactory manner.

**Section 5.** The principal may appoint more than one (1) instructional employee to the School Plus position should the principal decide that it is in the best interest of the school site to rotate the School Plus position among staff members.

**Section 6.** 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.** The staff member in charge of School Plus will be provided with procedures to use in case of an emergency.

**Section 8.** The School Plus workday will be three (3) hours and forty-five (45) minutes in length unless otherwise determined.

**Section 9.** 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.** 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 instructional employee anticipated being absent.

**Section 11.** The Board reserves the right to cancel the School Plus Program at any time. (Compensation will be calculated based on the instructional employee's daily rate which will be computed on the staff member's hourly rate for the current school year.)

## ARTICLE 22 - VIRTUAL SCHOOL

**Section 1.** 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 instructional employees to monitor, evaluate, and support student progress in those virtual instruction courses. Positions will be offered, as needed, on an Adjunct basis. Instructional employees, 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 are for eighteen (18) week courses, modules for grades six (6) through twelve (12) or summer credit recovery.

- A. Instructional employees 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. Instructional employees will be paid \$50 for each student who successfully completes at least 50% of a course segment but who withdrew prior to completion. Fifty percent (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. Instructional employees 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 instructional employee, but prior to being assigned a virtual instruction course, each instructional employee must complete an online training program.

- School facilities and equipment may be utilized provided it is outside of the instructional employee's normal workday.
- Instructional employees will be expected to establish weekly "office hours" per Lake County Virtual School Agreement.
- Instructional employees will be expected to return student and parent communication within twenty-four (24) hours and grade student work within forty-eight (48) hours of when the work was submitted. This excludes weekends.
- Instructional employees will be expected to maintain an Announcement Page.
- Instructional employees 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 23 - 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](http://lake.k12.fl.us)) and the Lake County Education Association website ([LCEA.org](http://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 24 - 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 25 - 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 the parties negotiated or signed this agreement.

ARTICLE 26 – DURATION OF AGREEMENT

ARTICLE 26 -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, 2025 and will continue in full force and effect until midnight June 30, 2028 and will continue in effect from year to year thereafter.

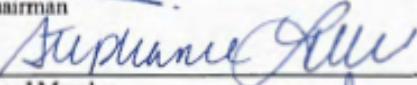
**Section 2.** The parties agree to reopen negotiations annually on or before July 1 on (a) compensation, (b) fringe benefits, (c) legislative changes, (d) sunset sections of the contract, and (e) two-reopeners.

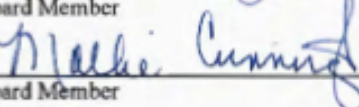
**Section 3.** When either party has indicated in writing a desire to open negotiations for another agreement as provided for above, all provisions of the existing agreement will remain in effect until such new agreement has be reached or until resolution of any impasse in accordance with law.


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THE Agreement to be executed by their duty authorized representative on this 12th day of January, 2026.


SCHOOL BOARD OF LAKE COUNTY

BY   
Chairman

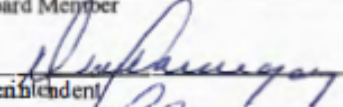
BY   
Board Member


BY   
Board Member

BY   
Board Member

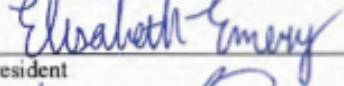
BY   
Board Member

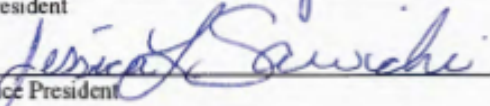
BY \_\_\_\_\_  
Board Member

BY   
Superintendent

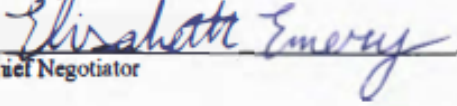
BY   
Chief Negotiator

LAKE COUNTY EDUCATION ASSOCIATION, INC.

BY   
President

BY   
Vice President

BY \_\_\_\_\_  
Secretary

BY   
Chief Negotiator

**APPENDIX A – 196 DAY SCHOOL CALENDAR**

**LAKE COUNTY SCHOOLS  
2025-2026  
196-Day Calendar *DRAFT***

School Month	Days Worked		
JULY		July 29-31	<b>New Teacher Orientation, if budgeted and Board approved</b>
AUGUST	20	August 1 August 4-8 August 11	<b>New Teacher Orientation, if budgeted and Board approved</b> Teacher Pre-Planning (Monday-Friday) First Grading Period Begins (Monday)
SEPTEMBER	21	September 1 September 12	Labor Day / Paid Holiday (Monday) <b>District Teacher Professional Learning Day (Friday)</b>
OCTOBER	23	October 10 October 13 October 14	End of First Grading Period (Friday) Teacher Work Day / Non-Student Day (Monday) Second Grading Period Begins (Tuesday)
NOVEMBER	14	November 11 November 24-28	Veterans Day / Paid Holiday (Tuesday) Non-Work Days / Thanksgiving Holiday (Monday-Friday)
DECEMBER	15	December 19 December 22-31	End of Second Grading Period (Friday) Non-Work Days / Winter Break (Monday-Wednesday)
JANUARY	20	January 1 January 2 January 5 January 6 January 19	New Year's Day / Paid Holiday (Thursday) Teacher Work Day / Non-Student Day (Friday) <b>District Teacher Professional Learning Day (Monday)</b> Classes Resume / Third Grading Period Begins (Tuesday) Martin Luther King, Jr. Birthday / Paid Holiday (Monday)
FEBRUARY	19	February 16	Non-Work Day / Presidents' Day (Monday)
MARCH	17	March 5 March 6 March 9 March 16-20	End of Third Grading Period (Thursday) Teacher Work Day / Non-Student Day (Friday) Classes Resume / Fourth Grading Period Begins (Monday) Non-Work Days / Spring Break (Monday-Friday)
APRIL	21	April 3	Non-Work Day (Friday)
MAY	20	May 25 May 29	Memorial Day / Paid Holiday (Monday) End of Fourth Grading Period (Friday)
JUNE	1	June 1	Post Planning (Monday)
	191		
<b>Paid Holidays</b> September 1 - Labor Day November 11 - Veterans Day January 1 - New Year's Day January 19 - Martin Luther King, Jr. Day May 25 - Memorial Day			<i>Storm make-up days will be determined as needed</i>

  
\_\_\_\_\_  
For the Board

*1/10/25*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For LCEA

\_\_\_\_\_  
Date

## APPENDIX B - COMPENSATION/PLACEMENT SCHEDULES

### COMPENSATION

For the 2025 - 26 school year, the base salary for all instructional personnel will be increased through performance pay using the MOU Teacher Salary Increase Allocation (TSIA) signed on October 1<sup>st</sup>, 2025 by both parties and approved by the school board on October 13<sup>th</sup>, 2025. Performance pay is based on an individual's final summative rating from the 2024 - 25 Lake County Schools (TEAM) Instructional Personnel Evaluation System.

Instructional Contract	Instructional Summative Rating 2024-2025	TSIA Increase
Annual Performance	Highly Effective	\$400
Annual Performance	Effective	\$300
Professional Service (Grandfather)	Highly Effective	\$320
Professional Service (Grandfather)	Effective	\$300

Additional compensation for instructional employees for the 2025-26 school year with a final summative evaluation rating from the 2024-25 LCS-TEAM Instructional Personnel Evaluation System, that is Highly Effective or Effective, will receive the corresponding one-time non-recurring bonus based on the instructional employee's contract.

Instructional Contract	Instructional Summative Rating 2024-2025	Bonus
Annual Performance	Highly Effective	\$800
Annual Performance	Effective	\$600
Professional Service (Grandfather)	Highly Effective	\$800
Professional Service (Grandfather)	Effective	\$600

The school board will cover the district's portion of taxes and benefits for the bonus. Other deductions for individual instructional employees will be deducted from the total amount of the bonus. Instructional probationary contract employees without a 2024-25 LCS-TEAM final summative evaluation rating do not qualify to receive performance pay or the bonus.

**LAKE COUNTY SCHOOLS**  
**INSTRUCTIONAL SALARY PLACEMENT SCHEDULE**  
**(FOR NEW HIRES)**

**2025 – 2026**

(Effective for new hires beyond July 1, 2024)

<b>EXPERIENCE LEVEL</b>	<b>SALARY</b>
0-20	49,500
21	50,000
22	51,500
23	53,000
24	55,000
25	57,250
25+	59,800

CURRENT INSTRUCTIONAL EMPLOYEE COMPENSATION IS IN THE PERFORMANCE PAY APPENDIX B SECTION.

ADVANCED DEGREE DIFFERENTIAL FOR ALL NEW AND CURRENT INSTRUCTIONAL EMPLOYEES.

An advanced degree must be held in area of certification to qualify for the following differential.

- Master’s Degree      3000 or
- Specialist            3950 or
- Doctorate            5000

Instructional employees with an advanced degree not held in area of certification will qualify for the following salary supplement.

- Master’s Degree      \$500 or
- Specialist            \$500 or
- Doctorate            \$500

**LAKE COUNTY SCHOOLS  
PSYCHOLOGIST SALARY PLACEMENT SCHEDULE**

**(FOR NEW HIRES)**

**2025 - 2026**

<b>EXPERIENCE LEVEL</b>	<b>SALARY</b>
0-13	55,657
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

CURRENT INSTRUCTIONAL EMPLOYEE COMPENSATION IS IN THE PERFORMANCE PAY APPENDIX B SECTION.

ADVANCED DEGREE DIFFERENTIAL FOR ALL NEW AND CURRENT INSTRUCTIONAL EMPLOYEES.

An advanced degree must be held in area of certification to qualify for the following differential.

- Specialist      3,950 or
- Doctorate      5,000

Instructional employees with an advanced degree not held in area of certification will qualify for the following salary supplement.

- Specialist      \$500 or
- Doctorate      \$500

## APPENDIX C - ATHLETIC DIFFERENTIAL PAY SCHEDULE

**2025 - 2026**

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

<b>HIGH SCHOOL</b>	<b>0-3 Years</b>	<b>4-7 Years</b>	<b>8+ Years</b>
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
Water Polo Head Combo (Pilot)	3230	3337	3448
Water Polo Assistant Combo (Pilot)	1860	1925	1992
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 instructional employees 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 days 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.

<b>MIDDLE SCHOOL</b>	<b>0-3 Years</b>	<b>4-7 Years</b>	<b>8+ Years</b>
Athletic Director	1620	1661	1714
Coach	1348	1390	1443
<b>SPECIAL OLYMPICS</b>	<b>0-3 Years</b>	<b>4-7 Years</b>	<b>8+ Years</b>
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 students, a principal may choose one (1) of the following two (2) options for a current school year:

Option 1: Two (2) 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: One (1) Head Athletic Director who has full responsibility for the athletic program. The Head Athletic Director may have one (1) 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 (1) sport each season.

The High School Athletic Director is required to have current CPR, AED and First Aid.

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. The Head Athletic Director 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 Head Athletic Director is required to have current CPR, AED and First Aid.

The **Assistant Athletic Director** must be a certified, full-time instructional employee on the faculty of the school. Under the guidance of the Athletic Director, the Assistant Athletic Director 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 Head Athletic Director is required to have current CPR, AED and First Aid.

The **Athletic Trainer** must be a certified athletic trainer who holds active certification membership with the National Athletic Training Association. The Athletic Trainer must maintain instructor certification in CPR, AED & 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, AED & 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 except Athletic Director or Assistant Athletic Director.

The **Head Athletic Coach** is responsible for the daily and overall operation of the assigned 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, AED 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 assigned students, monitoring the academic progress of the assigned 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, AED 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, AED 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. The Volunteer Athletic Coach 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, AED 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, AED 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 the assigned sport throughout its season(s). Cheer Coaches are accountable for all staff, participants, equipment, facilities and uniforms used in the sport. All Cheer Coaches are required to have current CPR, AED, 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 the Cheer Coach's charge, monitoring the academic progress of the assigned 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.

Water Polo (Pilot Program) – Beginning the 2024-25 school year, Lake Minneola High School (LMHS) will pilot a girls and boys water polo program. The district will monitor the success and interest of the program on an annual basis to determine the expansion or elimination of the program.

**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 designee within the final ten (10) 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 instructional employee on the school's faculty, with certification in physical education preferred. The Middle School Athletic Director 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. The Middle School Athletic Director will formulate and administer the necessary program policies and promote interest in the intramural program. The Middle School Athletic Director 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, AED and First Aid.

The **Middle School Coach** is responsible for the daily and overall operation of the assigned 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 assigned students, monitoring the academic progress of students as well as other duties as assigned. The Middle School Coach is required to have current CPR, AED and First Aid. All Cheer Coaches are required to have current CPR, AED 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, AED 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, AED 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, AED 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

**2025 - 2026**

Refer to Article 16, Sections 7, 10, and 11 for supplements, duties, and payments. All stipends and supplemental positions will only be split with agreement by all parties involved in writing.

Each school will have the opportunity to have paid activities/clubs as listed in the table below.

<b>HIGH SCHOOL ACTIVITIES</b>	<b>0-3 Years</b>	<b>4-7 Years</b>	<b>8+ Years</b>
*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
Career Technical Student Organization	1133	1172	1213
Program Sponsor (1) per program			
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
(* 1 PER SCHOOL)			
<b>MIDDLE SCHOOL ACTIVITIES</b>	<b>0-3 Years</b>	<b>4-7 years</b>	<b>8+ Years</b>
*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
(* 1 PER SCHOOL)			
<b>ELEMENTARY</b>	<b>0-3 Years</b>	<b>4-7 years</b>	<b>8+ Years</b>
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 and district departments with more than 20 instructional employees)

TEAM Expert Stipend Amount: \$460

TEAM Experts will provide training and assistance on TEAM evaluation plans. TEAM Experts will work with new instructional employees, helping to complete a Deliberate Practice Plan. Additionally, the TEAM Experts will work with any instructional employees needing support and guidance with 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.

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

**Site-based Mentor:** (see scale below)

The mentor meets with a new instructional employee or an instructional employee needing added support for regularly scheduled structured meetings for a minimum of two (2) hours per month. Meetings will occur at a mutually agreed upon time. Meetings may include both in classroom support and one-on-one conferences. When the mentor views the assigned instructional employee's practice, there is a mutually agreed upon purpose driven by the needs of this instructional employee, and the mentor will share objective non-judgmental data about classroom practice. When the mentor meets one-on-one with the assigned instructional employee, it is for the purpose of holding reflective conferences that build the instructional employee's capacity to make effective instructional decisions. The mentor guides this instructional employee in the use of classroom and student data to formulate strategies, solutions, and next steps.

- The site-based mentor instructional employees should have successfully completed the Peer Mentoring online course or equivalent.
- The site-based mentor instructional employees must have been rated effective or highly effective on previous year final evaluation.
- If the Site-based Mentor is a non-classroom instructional employee in which coaching and mentoring is part of their responsibility, the site-based mentor must fulfill this position outside of their normal work hours in order to receive this additional compensation.  
Site-based mentor instructional employees must maintain a Mentor activity log sheet to submit to the Principal.

<b>Count of Instructional Employee Contract: IPF Category 1A</b>	<b>Site-based Mentor Supplements</b>
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:**

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

2 – 4	844
5 – 7	1116
8 – 11	1423
12 plus	1589

Grade/Department Chair: Each worksite will have a department or grade chair for every department. Stipends will be paid out to the chair based on the above amounts per the number of instructional employees in each department.

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 of instructional employees in the Grade/Department or Team.

**All Technology Contacts:**

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

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

**All Test Coordinators:**

School-based instructional 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 two thousand (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 instructional employees 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 instructional employee/one (1) per school) \$575 Sponsoring Instructional Employees:

<b>Lake Regional History Fair of Florida</b>	
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
<b>State History Fair of Florida</b>	
Number of Students	
1-5	\$230.00
<b>National/International</b>	
Number of Students – (Only one (1) selected)	\$230.00

**Science Fair:**

Coordinator (school-based instructional employee/one (1) per school) \$575 Sponsoring Instructional Employees:

<b>Lake Regional Science Fair and Engineering Fair of Florida</b>	
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
<b>State Science and Engineering Fair of Florida</b>	
Number of Students	
1-5	\$230.00
<b>International Science and Engineering Fair</b>	
Number of Students – (Only one (1) selected)	\$230.00

**In-Service Instructors Compensation:**

Instructional 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 Instructional Employees teaching Instructional Employees.

**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 the instructional employee’s 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 the 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 the 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 \$5000.00 supplement.
- Any program specialist assigned to perform the duties of an SLP that holds a CCC will receive an annual \$5000.00 supplement.
- Any SLP that earns the 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 will receive an annual \$750.00 supplement.
- The above amounts will be prorated for SLP's in part-time or those positions for less than the full school year.

### **Social Workers**

- Any social worker that holds a License of Social Work (Licensed Clinical Social Work – LCSW or Licensed Master Social Work – LMSW) will receive an annual \$1000.00 supplement.
- Any social worker that earns the LCSW or LMSW during the course of the school year will receive a prorated amount based on the effective date of the certification.
- The above amount will be prorated for social workers in the position for less than the full school year.

### **Program Specialist**

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

### **JROTC Instructors**

- All JROTC instructors will receive an annual supplement of \$3000.00 for supervising and directing cadet community service activities outside of contract hours.



**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.)

- Date: Occurrence of act alleged to be cause of Grievance \_\_\_\_\_
- Grievance relates to Articles(s): \_\_\_\_\_ Lines: \_\_\_\_\_
- Statement of facts regarding grievance: \_\_\_\_\_

- Witnesses: \_\_\_\_\_
- 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

**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): Date & Type of Intervention _____ Outcome _____ Date & Type of Intervention _____ Outcome _____ 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 _____

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 Nam



# Additional Support School



801 West Burreigh Boulevard, Tavares, FL 32778-2496  
(352) 253-6500 / Fax (352) 253-6503 / www.lake.k12.fl.us

**Superintendent:**  
Diane S. Kornegay, M.Ed

**School Board Members:**  
District 1  
Bill Mathias, MAOM  
District 2  
Tyler Brandeburg  
District 3  
Marc Dodd, M.Ed  
District 4  
Mollie Cunningham  
District 5  
Stephanie Luke, Ed.D.

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

### Additional Support School

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Lake County (LCS) and the Lake County Education Association (LCEA) pursuant to Section 447.309, Florida Statutes. Whereas, the parties are committed to providing an equitable educational experience for all children in LCS, the parties agree that this MOU is a stand-alone agreement, separate and independent from any other tentative agreements or collective bargaining agreements that may be under negotiation. This MOU shall become effective upon ratification by both parties (if required) and shall remain in full force and effect until June 30<sup>th</sup>, 2026, unless modified by mutual written agreement, regardless of the status or outcome of negotiations for a successor collective bargaining agreement.

Now, therefore, the parties agree as follows for the 2025-26 school year:

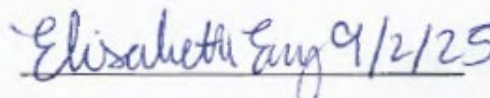
#### 1. Eustis Heights Elementary:

- a. 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, 2025. This supplement will be paid in two payments. The first \$1,000 payment will be processed and paid following the return from winter break. The second \$1,000 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, 2025, 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 will forfeit eligibility.
- b. Employer costs including taxes and benefits will be deducted from all compensation.
- c. 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.

Both parties acknowledge that this agreement is made in good faith and is consistent with the provisions of the current LCEA/LCS Collective Bargaining Agreement and applicable Florida law. This MOU does not establish precedent for future transfers or compensation.

  
\_\_\_\_\_  
For the Board

9/2/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For LCEA

9/2/25  
\_\_\_\_\_  
Date

*"Equal Opportunity in Education and Employment"*

# City of Eustis Donation for Tutoring Programs



201 West Burleigh Boulevard, Tavares, FL 32778-2496  
(352) 253-6500 / Fax (352) 253-6503 / [www.lake.k12.fl.us](http://www.lake.k12.fl.us)

**Superintendent:**  
Diane S. Kornegay, M.Ed.

**School Board Members:**  
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District 3  
Marc Dodd, M.Ed.  
District 4  
Mollie Cunningham  
District 5  
Stephanie Luke, Ed.D.

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

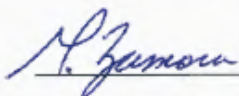
### City of Eustis Donation for Tutoring Programs

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Lake County (LCS) and the Lake County Education Association (LCEA) pursuant to Section 447.309, Florida Statutes. Whereas, the parties are committed to providing an equitable educational experience for all children in LCS, the parties agree that this MOU is a stand-alone agreement, separate and independent from any other tentative agreements or collective bargaining agreements that may be under negotiation. This MOU shall become effective upon ratification by both parties (if required) and shall remain in full force and effect until June 30th, 2026, unless modified by mutual written agreement, regardless of the status or outcome of negotiations for a successor collective bargaining agreement.

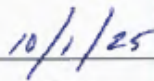
Lake County Schools and the City of Eustis under the City Manager's Education Initiative recognize a strong elementary education helps young students build the confidence, curiosity, and skills they need to grow into successful learners and caring community members. The purpose of this MOU is to acknowledge and formalize the agreement between the District and the Association regarding the generous donation of twenty thousand dollars (\$20,000) from the City of Eustis, Florida to support tutoring programs at Eustis Elementary School and Eustis Heights Elementary School.

Now, therefore, the parties agree as follows for the 2025-26 school year that Eustis Elementary School and Eustis Heights Elementary School will use the donated funds as follows:

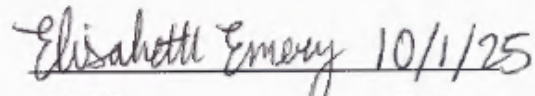
- The \$20,000 donation shall be used exclusively to fund tutoring program services.
- Tutoring services will be provided by certified instructional employees at Eustis Elementary School and Eustis Heights Elementary School.
- The tutoring program will start at the beginning of the second nine weeks in October 2025.
- Instructional employees will be paid at the rate of thirty (\$30) dollars per hour per the City of Eustis/City Manager's Education Initiative.
- Participation in tutoring programs shall be voluntary for instructional staff. All instructional staff will be notified and have the opportunity to apply for the available positions.
- The principal has the ultimate authority to decide which instructional employees are selected.
- The District shall oversee the implementation and administration of the tutoring programs.
- This MOU shall remain in effect until the donated funds are fully expended or until June 30, 2026, whichever comes first, unless extended by mutual written agreement.



For the Board



Date



For LCEA

Date

*"Equal Opportunity in Education and Employment"*



# District Initiated School Site Transfer Bonus - Instructional Employee



201 West Burrell Boulevard, Tavares, FL 32778-2496  
(352) 253-6500 / Fax (352) 253-6503 / [www.lake.k12.fl.us](http://www.lake.k12.fl.us)

**Superintendent:**  
Diane S. Komegay, M.Ed.

**School Board Members:**  
District 1  
Bill Mathias, MAOM  
District 2  
Tyler Brandeburg  
District 3  
Marc Dodd, M.Ed.  
District 4  
Mollie Cunningham  
District 5  
Stephanie Luke, Ed.D.

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

## District Initiated School Site Transfer Bonus - Instructional Employee

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Lake County, Florida ("LCS" or "District") and the Lake County Education Association ("LCEA" or "Union") pursuant to Section 447.309, Florida Statutes. The parties agree that this MOU is a stand-alone agreement, separate and independent from any other tentative agreements or collective bargaining agreements that may be under negotiation. This MOU shall become effective upon ratification by both parties (if required) and shall remain in full force and effect until June 30, 2026, unless modified by mutual written agreement, regardless of the status or outcome of negotiations for a successor collective bargaining agreement.

In accordance with Section 1 of Article XVII – Transfers, Reductions in Force and Vacancies of the LCEA/LCS Collective Bargaining Agreement, the District may reassign instructional personnel to meet staffing needs resulting from enrollment shifts, programmatic changes, or other operational requirements.

This MOU outlines the agreement between LCS and LCEA regarding a one-time bonus of two thousand dollars (\$2,000) for any instructional employee who is voluntary or involuntary transferred to another school site, as initiated by the District.

Whereas, the parties are committed to providing an equitable educational experience for all children in LCS; and now, therefore, the parties agree as follows for the 2025-2026 school year to the following terms listed below:

- The Board agrees to provide a one-time, non-recurring bonus of \$2,000, subject to applicable payroll deductions.
- The bonus will be disbursed no later than two pay periods following the teacher's start date at the new school.
- The instructional employee will have assistance moving boxes and furniture.
- This agreement does not alter the teacher's placement on the salary schedule, benefits, or any other rights under the current contract.

Both parties acknowledge that this agreement is made in good faith and is consistent with the provisions of the current LCEA/LCS Collective Bargaining Agreement and applicable Florida law. This MOU does not establish precedent for future transfers or compensation.

  
\_\_\_\_\_  
For the Board                      9/12/25  
Date

  
\_\_\_\_\_  
For LCEA                              9/14/2025  
Date

*"Equal Opportunity in Education and Employment"*



# Evening/Night Programs at Lake County High Schools



201 West Burreigh Boulevard, Tavares, FL 32778-2496  
(352) 253-6500 / Fax (352) 253-6503 / [www.lake.k12.fl.us](http://www.lake.k12.fl.us)

**Superintendent:**  
Diane S. Kornegay, M.Ed.

**School Board Members:**  
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District 3  
Marc Dodd, M.Ed.  
District 4  
Mollie Cunningham  
District 5  
Stephanie Luke, Ed.D.

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

### Evening/Night Programs at Lake County High Schools

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Lake County (LCS) and the Lake County Education Association (LCEA) pursuant to Section 447.309, Florida Statutes. Whereas, the parties recognize the importance of addressing the diverse needs of the students of Lake County and 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; the parties agree that this MOU is a stand-alone agreement, separate and independent from any other tentative agreements or collective bargaining agreements that may be under negotiation. This MOU shall become effective upon ratification by both parties (if required) and shall remain in full force and effect until June 30th, 2026, unless modified by mutual written agreement, regardless of the status or outcome of negotiations for a successor collective bargaining agreement.

Now, therefore, the parties agree to the terms below for the 2025-26 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.

**Instructional Staff:** Core Academic Teachers, ESE Teachers, Elective Teachers as needed, School Counselors, and Testing Coordinators

**Selection of Staff:** All instructional staff will be notified and have the opportunity to apply for the available positions. Principals will solicit instructional employees with appropriate certifications to participate in the evening program. Principals will interview and select individuals from interested candidates. Candidates who are not selected for regular evening assignments may be considered for substitute opportunities when the primary evening instructional employee is unavailable.

**Workdays:** Each high school will operate its program four days a week, Monday through Thursday. Instructional staff will work as necessary to support the program as the Principal determines.

#### Work hours

Teachers will work from 3:00 p.m. - 7:00 p.m. (4 hours total)

3:00 p.m. - 6:30 p.m. (Instructional time)

6:30 p.m. - 7:00 p.m. (Planning time)

**Compensation:** Teachers will be compensated at a rate of \$50.00 per hour. 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

9/15/25

Date

For LCEA

Date

"Equal Opportunity in Education and Employment"

# Health Insurance Plan Options



201 West Burreigh Boulevard, Tavares, FL 32778-2496  
(352) 253-6500 / Fax (352) 253-6503 / www.lake.k12.fl.us

**Superintendent:**  
Diane S. Kornegay, M.Ed.

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Stephanie Luke, Ed.D.

## Memo of Understanding Between The School Board of Lake County And Lake County Education Association **Health Insurance Plan Options**

Per the Lake County Schools Joint Insurance Advisory Committee meeting on July 10<sup>th</sup>, 2025, a decision was reached by a majority vote to end the Florida Blue Options Plan 3559 as an option for LCS employees, effective as of September 1<sup>st</sup>, 2025.

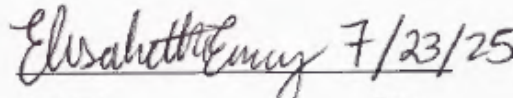
This Memo of Understanding (MOU) is to establish under Article XII, Professional Compensation; Section 11, Health, Hospitalization, and Life Insurance:

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~~ 5771 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.

This MOU language supersedes current related contract language in Article XII, Section 11 (B).

 7/23/25  
For the Board Date

 7/23/25  
For LCEA Date

*"Equal Opportunity in Education and Employment"*

## Lincoln Park Education Center



201 West Burleigh Boulevard, Tavares, FL 32778-2496  
(352) 253-6500 / Fax (352) 253-6503 / [www.lake.k12.fl.us](http://www.lake.k12.fl.us)

**Superintendent:**  
Diane S. Kornegay, M.Ed.

**School Board Members:**  
*District 1*  
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*District 2*  
Tyler Brandeburg  
*District 3*  
Marc Dodd, M.Ed.  
*District 4*  
Mollie Cunningham  
*District 5*  
Stephanie Luke, Ed.D.

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

**Lincoln Park Education Center**

Lake County Schools and the Lake County Education Association acknowledge the significance of addressing and fulfilling the needs of all students. As a result, Lake County Schools has established the Lincoln Park Education Center (LPEC) to operate as a dynamic and adaptable high school. LPEC offers a unique educational setting and a wide range of academic programs in partnership with Lake Sumter State College and Lake Technical College; the parties agree that this MOU is a stand-alone agreement, separate and independent from any other tentative agreements or collective bargaining agreements that may be under negotiation. This MOU shall become effective upon ratification by both parties (if required) and shall remain in full force and effect until June 30th, 2026, unless modified by mutual written agreement, regardless of the status or outcome of negotiations for a successor collective bargaining agreement. Both parties agree to the terms listed below:

**Workdays**

**Monday - Thursday**

The Lincoln Park Education Center operates on a double-shift model to accommodate students' diverse schedules and needs Monday through Thursday. Shift 1 starts at 7:00 a.m., and Shift 2 starts at 8:00 a.m.

**Friday**

Fridays are designed as optional student attendance days, offering them a flexible opportunity to engage in personalized support sessions, meet with instructional employees for extra assistance, utilize resources tailored to their educational needs, and attend parent-teacher conferences. Instructional employees will schedule and structure office hours between 7:00 a.m. and 12:00 p.m., for the purpose of student support. The remainder of the day will consist of 30 minute duty free lunch, planning, parent conferences, and faculty meetings.

---

*"Equal Opportunity in Education and Employment"*



## School-Based Peer Teacher Mentors



201 West Burleigh Boulevard, Tavares, FL 32778-2496  
(352) 253-6500 / Fax (352) 253-6503 / [www.lake.k12.fl.us](http://www.lake.k12.fl.us)

**Superintendent:**  
Diane S. Kornegay, M.Ed.

**School Board Members:**  
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Marc Dodd, M.Ed.  
*District 4*  
Mollie Cunningham  
*District 5*  
Stephanie Luke, Ed.D.

Memo of Understanding Between  
The School Board of Lake County And  
Lake County Education Association  
**School-Based Peer Teacher Mentors**

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Lake County, Florida ("LCS" or "District") and the Lake County Education Association ("LCEA" or "Union") pursuant to Section 447.309, Florida Statutes. The parties agree that this MOU is a stand-alone agreement, separate and independent from any other tentative agreements or collective bargaining agreements that may be under negotiation. This MOU shall become effective upon ratification by both parties (if required) and shall remain in full force and effect until June 30, 2026, unless modified by mutual written agreement, regardless of the status or outcome of negotiations for a successor collective bargaining agreement.

Lake County Schools and the Lake County Education Association recognize the importance of addressing the mentoring needs of teachers. Both parties to this agreement are committed to supporting teachers through the district Teacher Induction Support Program through peer mentoring. For the 2025-26 school year, both parties agree to the terms listed below:

### Qualifications

- Candidates for school-based mentor opportunities should be regarded for their attitude, character, professional competence, and experience. Candidates should also possess strong communication and interpersonal skills.
- Site-based mentors must have at least three years of experience as a teacher and hold a professional teaching certificate.
- Site-based mentors must be rated highly effective or effective on their prior year summative evaluation.
- Site-based mentors must be trained in Peer Mentoring or a course equivalent.

### Selection of School-Based Mentor

- Principals will email all instructional staff about the peer teacher mentor program's qualifications, expectations, and compensation.
- Principals will inform all eligible candidates of the opportunity to serve as a mentor to a new teacher on the school's Teacher Induction Support Team.
- Once qualified candidates have expressed an interest, principals or their designees will select mentors and pair them with new teachers based on need.
- Mentors will sign a Mentor Agreement indicating they understand and accept their role and responsibilities.
- Mentors will receive an email notification once their Member Agreement has been approved by the Professional Learning Department. Mentoring will not begin until approval is confirmed, and this delay will not impact the total stipend amount.

---

*"Equal Opportunity in Education and Employment"*



201 West Burleigh Boulevard, Tavares, FL 32778-2496  
(352) 253-6500 / Fax (352) 253-6503 / [www.lake.k12.fl.us](http://www.lake.k12.fl.us)

**Superintendent:**  
Diane S. Kornegay, M.Ed.

**School Board Members:**  
District 1  
Bill Mathias, MAOM  
District 2  
Tyler Brandeburg  
District 3  
Marc Dodd, M.Ed.  
District 4  
Mollie Cunningham  
District 5  
Stephanie Luke, Ed.D.

### Compensation

- According to the current collective bargaining agreement, Article XVI-Differential Pay Positions - Section 10, Site-based Mentor teachers will be compensated with a stipend after submitting their annual Site-based Mentor log.
- Mentor instructional employees participating in the Site-Based Peer Teacher Mentors program will receive an additional stipend for providing support to teachers new to the profession and have zero (0) years of experience at the start of the school year.
- Mentor instructional employees who meet the qualifications are eligible for this stipend once per year.
- This portion of the MOU supersedes the current time requirement in APPENDIX D – DIFFERENTIAL PAY SCHEDULE of the collective bargaining agreement.
- Mentor instructional employees will be paid a stipend of five hundred (\$500) dollars after the Site-based Mentor Log is submitted and verified by the worksite Teacher Induction Support Team (TIST) Leader or Administrator/TIST Leader's designee indicating weekly support from the date of email approval notification.

  
\_\_\_\_\_  
For the Board

12/17/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For LCEA

12/17/25  
\_\_\_\_\_  
Date

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# Summer School Programs



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Memo of Understanding Between  
The School Board of Lake County And  
Lake County Education Association  
**Summer School Programs 2025**

## Summer School Program

### Dates

#### **Incoming Kindergarten (Summer Bridge Program)**

June 5 (Pre-planning)  
June 6 - July 17 (Monday - Thursday)

#### **Grades K-3**

June 4 - 5 (Pre-planning)  
June 9 - July 10 (Monday - Thursday)  
3rd Grade ONLY July 14 - 15 (Retake FAST)

#### **ESY (Extended School Year for Students with Disabilities)**

June 4 - 5 (Pre-planning)  
June 9 - July 10 (Monday - Thursday)

#### **Grades 6-12**

June 4 - June 26 (Monday - Thursday)

### Hours

8:00 AM - 1:00 PM (Students - 5 hour day)  
8:00 AM - 1:30 PM (Teachers - 5.5 hour day)

### Workday

Student arrival/Teacher arrival (8:00 AM - 8:30 AM)  
Class time (includes 15-minute break) (8:30 AM - 12:30 PM)  
Lunch (12:30 PM - 1:00 PM)  
Dismissal/Teacher planning (1:00 PM - 1:30 PM)

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**Voluntary Pre-K**

Dates

June 2 (Pre-planning)  
June 3 - July 25 (Monday - Thursday)  
June 6 & June 13 (Two Fridays built in)  
July 25 - Early Release for students 11:00 am (remainder of the day post-plan for teachers)

Hours

7:45 AM - 4:45 PM (Students - 9 hour day)  
7:30 AM - 5:00 PM (Teacher - 9.5 hour day – One (1) hour planning time built in)

Workday

Teacher arrival (7:30 AM)  
Student class time (7:45 AM- 4:45 PM)  
Lunch (varied times) (30 minutes)  
Student dismissal 4:45 PM  
Teacher dismissal 5:00 PM

**Lake Hills and The Academies at Lake Hills**

ESY serves students who attend Lake Hills School and middle and high schools instructed on Access Points from all district schools.

Dates

June 2, 2025 (Monday) Pre-planning for teachers 8:00 AM - 3:30 PM  
June 3, 4 (Tues, Wed) Student days  
June 9, 10, 11 (Mon, Tues, Wed) Student days  
June 16, 17, 18 (Mon, Tues, Wed) Student days  
June 23, 24, 25 (Mon, Tues, Wed) Student days

Hours

8:00 AM - 3:30 PM (7.5-hour day)

Workday

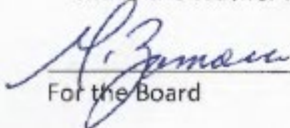
Teacher planning (8:00 AM - 8:15 AM) and (2:45 PM - 3:30 PM)  
Lunch (Duty-free) (12:00 PM - 12:30 PM)  
Student day (8:15 AM - 2:15 PM)

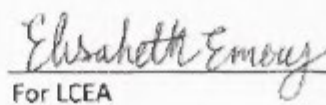
**Selection**

- 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.

  
For the Board                      6/4/25                      Date

  
For LCEA                              6/4/2025                              Date

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# Teacher Salary Increase Allocation (TSIA) 2025-26 School Year



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 (352) 253-6500 / Fax (352) 253-6503 / www.lake.k12.fl.us

**Superintendent:**  
 Diane S. Kornegay, M.Ed.

**School Board Members:**

- District 1  
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- District 4  
 Mollie Cunningham
- District 5  
 Stephanie Luke, Ed.D.

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

**Teacher Salary Increase Allocation (TSIA) 2025-26 School Year**

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Lake County (LCS) and the Lake County Education Association (LCEA) pursuant to Section 447.309, Florida Statutes. Whereas, the parties agree that this MOU is a stand-alone agreement, separate and independent from any other tentative agreements or collective bargaining agreements that may be under negotiation. This MOU shall become effective upon ratification by both parties (if required) and shall remain in full force and effect until June 30<sup>th</sup>, 2026, unless modified by mutual written agreement, regardless of the status or outcome of negotiations for a successor collective bargaining agreement.

This MOU relates to the salary distribution of funds attributable to the Teacher Salary Increase Allocation (TSIA) for the 2025-2026 school year as established by Florida Statutes and overseen by the Florida Department of Education (FDOE). The LCS district and LCEA have reached the following agreement regarding the salary distribution of TSIA funds, and is subject to further review for accuracy, revision if necessary, and, ultimately, ratification and board approval as set forth herein:

- The LCS school district shall use 0.54 percent of its base FEFP funding amount as provided in SB 2500.  
**TSIA Adjusted Portion (Second FEFP Calculation): \$1,147,765**

Instructional Contract	Instructional Summative Rating 2024-2025	TSIA Increase
Annual	Highly Effective	\$400
Annual	Effective	\$300
Professional Service (Grandfather)	Highly Effective	\$320
Professional Service (Grandfather)	Effective	\$300

- The LCS district school board has contributed **\$2,943,148** million dollars to address the instructional employee increase of health benefits cost for the 2025-2026 school year.
- The agreement regarding the distribution of funds attributable to the TSIA for the 2025-2026 school year shall not prevent the parties from negotiating other issues concerning or other sources supporting the wages, salaries, or benefits under the collective bargaining agreement between the LCS district and LCEA under Chapter 447, Florida Statutes.
- This agreement is retroactive to July 1, 2025, except for Summer School 2024-2025 or Summer School 2025-2026, work done outside of an instructional employee's normal contract days.

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**Superintendent:**  
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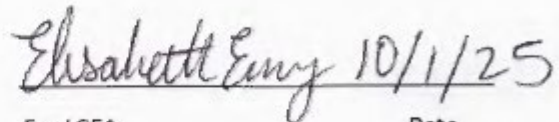
**School Board Members:**

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Stephanie Luke, Ed.D.

The intention of both parties is to adhere to current statute and directives of the FDOE regarding the distribution of TSIA funds. Should this MOU be found to be non-compliant, the parties agree to negotiate any necessary changes immediately.

  
\_\_\_\_\_  
For the Board

10/1/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For LCEA

10/1/25  
\_\_\_\_\_  
Date

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# Title I and Critical Shortage



201 West Burlleigh Boulevard, Tavares, FL 32778-2496  
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Memo of Understanding Between  
The School Board of Lake County And  
Lake County Education Association

**Title I and Critical Shortage**

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Lake County (LCS) and the Lake County Education Association (LCEA) pursuant to Section 447.309, Florida Statutes. Whereas, the parties are committed to providing an equitable educational experience for all children in LCS, the parties agree that this MOU is a stand-alone agreement, separate and independent from any other tentative agreements or collective bargaining agreements that may be under negotiation. This MOU shall become effective upon ratification by both parties (if required) and shall remain in full force and effect until June 30<sup>th</sup>, 2026, unless modified by mutual written agreement, regardless of the status or outcome of negotiations for a successor collective bargaining agreement.

The parties to this Memo of Understanding agree to implement the following salary supplements. The following provisions apply for the 2025-2026 school year.

Title I Supplement

- The district will provide an annual supplement of \$500.00 plus benefits for all instructional personnel assigned to Title I schools for the 2025-26 school year.
- Payments will be distributed across all contracted pay periods. The supplement will be prorated for teachers based on contractual days worked.

Critical Shortage Bonus

- The district will provide a critical shortage bonus of \$750.00 plus benefits to all teachers who are certified and teaching in-field, in one or more of the following identified area(s):
  - *ESE Intensive Support and Intensive Behavior Support Allocations with students for all core subjects*
  - *ESE Visually Impaired*
  - *ESE Deaf or Hard of Hearing*
  - *Speech Language Pathologists*
  - *Psychologists*
  - *Science [Chemistry Grades 9-12]*
  - *Science [Physics Grades 9-12]*
  - *Math [Algebra I Grades 9-12]*
  - *Math [Calculus Grades 9-12]*
  - *CTE Area [Advanced Manufacturing Technology Grades 6-12]*
  - *CTE Area [Aerospace Technology Grades 6-12]*
  - *CTE Area [Engineering Grades 6-12]*
  - *CTE Area [Networking/Cyber Security Grades 6-12]*
  - *Registered Nurse*

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- The bonus will be split into two separate payments. The first payment will occur following the end of the first semester, and the second payment will occur following the conclusion of the second semester. Payment amounts will be prorated for teachers based on contractual days worked per semester.

  
\_\_\_\_\_  
For the Board

9/3/25  
Date

  
\_\_\_\_\_  
For LCEA

9/3/25  
Date

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## Transfer/Donation of sick leave to other district employees



201 West Burrell Boulevard, Tavares, FL 32776-2496  
(352) 253-6500 / Fax (352) 253-6503 / www.lake.k12.fl.us

**Superintendent:**  
Diane S. Komegay, M.Ed.

**School Board Members:**

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*District 2*  
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*District 3*  
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*District 4*  
Mollie Cunningham  
*District 5*  
Stephanie Luke, Ed.D.

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

**Transfer/Donation of sick leave to other district employees**

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Lake County (LCS) and the Lake County Education Association (LCEA) pursuant to Section 447.309, Florida Statutes. Whereas, the parties are committed to providing an equitable educational experience for all children in LCS, the parties agree that this MOU is a stand-alone agreement, separate and independent from any other tentative agreements or collective bargaining agreements that may be under negotiation. This MOU shall become effective upon ratification by both parties (if required) and shall remain in full force and effect until June 30<sup>th</sup>, 2026, unless modified by mutual written agreement, regardless of the status or outcome of negotiations for a successor collective bargaining agreement.

For the 2025-26 school year, all employees of Lake County Schools will continue to 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. Donation of leave may be requested for employees who will need to be on a continuous leave.
3. Donations may not be requested for intermittent leave.
4. Employees may not solicit donations of sick leave for themselves or others.
5. Employees needing additional sick leave may authorize Employee Relations to communicate the need on their behalf, including their name but absent medical information.
6. 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.
7. One sick leave day shall mean the number of hours an employee is contracted to work for one day of work.
8. The authorizing employee must retain ten (10) days of sick leave in order to donate to a recipient.
9. An authorizing employee may only donate up to ten (10) days of sick leave per year.
10. 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.
11. Recipients must provide documentation to the district, by a treating physician, of the illness, accident, or injury for which the leave is being authorized.
12. Donated sick leave may be used to care for one's immediate family member.
13. Immediate family member is defined as one's father, mother, brother, sister, husband, wife, child or a member of one's own household.
14. Donated sick leave may not be used for personal leave.
15. Any unused donated sick leave will be returned to the authorizing employee(s) in the reverse order for which it was received.

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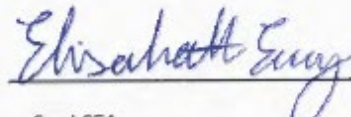
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16. Donated sick leave shall have no terminal value
17. Unforeseen circumstances regarding any donation may be evaluated by the Sick Bank Committee to reach a resolution.
18. Both parties agree to return to negotiations regarding this topic upon request of the other party.

  
\_\_\_\_\_  
For the Board

9/3/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For LCEA

9/3/25  
\_\_\_\_\_  
Date

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