

**A G R E E M E N T**

**Between**

**The School Board of Lake County**

**and**

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

**Local 3783, FEA/United, AFT, AFL-CIO**

**Tavares, Florida**

**1999-2002**

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## **ARTICLE I**

### **RECOGNITION**

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

Classroom Teachers

Content Specialists

Department Chairmen  
Guidance Counselors  
Home-School Liaison Personnel  
Lee Education Center Teachers  
(Daytime Program Only)  
Media Specialists  
Occupational Specialists  
Primary/Intermediate Curriculum Specialists  
School Psychologists  
School Social Workers  
Speech Therapists  
Staffing Specialist  
Statisticians  
Student Services Specialists  
Teachers of Environmental Science  
Teachers in Exceptional Education  
Teachers in Migrant Education  
Teachers in Vocational Education

Clarifications of and amendments to the bargaining unit as defined above shall be by mutual consent of the Board and the Association or, in case of dispute, by PERC determination.

Section 2. The term "teacher," when used hereinafter in this Agreement shall refer to all certificated teaching employees represented by the Association in the

bargaining unit as determined in the preceding paragraph. When the masculine "he" is used in this Agreement it is understood that it shall also refer to the feminine gender.

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

## **ARTICLE II**

### **BARGAINING PROCEDURE**

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

Section 2. The representatives selected by each party shall have power and authority to bargain, to present data, to exchange points of view, and to make and accept proposals and counter-proposals, to sign tentative agreements, and to recommend acceptance of agreements.

Section 3. Bargaining teams will meet in open sessions. 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. Bargaining and mediation sessions shall normally begin after 5:00 p.m. unless another time is mutually agreed upon. School Board meetings concerning

ratification of a tentative agreement or consideration of a special master award shall also normally be scheduled to begin after 5:00 p.m., unless circumstances require that the meeting begin at an earlier time. Should a Board meeting concerning ratification of a collective bargaining agreement or concerning consideration of a special master decision be held during the teacher workday, ten (10) representatives of the union shall 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 shall 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 shall begin on or before July 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 shall be submitted for a ratification vote to the bargaining unit within twenty (20) 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 shall be placed on the agenda for a ratification vote within twenty (20) 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 shall 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 shall be construed to be the concluding date for bargaining for the purposes of ratification.

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

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

## **ARTICLE III**

### **BOARD'S RIGHTS**

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

## ARTICLE IV

### ASSOCIATION AND TEACHER RIGHTS

Section 1. The Association shall be entitled to the use of school facilities at reasonable times which do not conflict with use by other groups by arranging such 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 shall be made and the amount of such charge, if any, to be levied against the Association, shall be made by the building administrators and shall be based upon criteria equally applied to other groups using that specific building or area of that building. Request for such use by the Association shall not be denied arbitrarily. At the conclusion of the teacher workday, Association members shall be entitled to hold brief Association meetings without being required to pay a facility usage fee. Such meeting(s) shall not extend more than thirty (30) minutes beyond the end of the teacher workday.

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

Section 2. The Association may post notices concerning routine Association business on appropriate and specifically assigned bulletin boards provided by the Association in each school. A copy of or description of any notice so posted shall be provided to the building principal at the time of posting.

Section 3. The Association shall be entitled to use the schools' mailboxes for communication to teachers through the postal service. Association members at the local schools shall be entitled to use the school's mailboxes for receiving and distributing communications to teachers provided that such use in no way hampers or interferes with the orderly administrative operation of the school.

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

Section 4. So long as his conduct is in keeping with the standards of the teaching profession and those of commonly accepted respectability and dignity of the community in which he serves, the private and personal life of a teacher is not the concern of the Board except as it can be demonstrated that it interferes with his professional responsibility to and his relationship with his pupils.

Section 5. Personnel Files.

- A. 1. The setting up and maintenance of personnel files are legal responsibilities of the Board.
2. All documents maintained concerning a teacher to be used for official purposes shall be kept in the District Office personnel file. Files maintained at the school or center level shall contain support information relating to documents in the teacher's official file and shall be used for official purposes as support information when necessary.
3. No derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under Florida Statutes. Any anonymous letter or materials shall not be placed in the personnel file.
- B. Each teacher or his designee authorized in writing shall have the right, upon request, to review the contents of his own county or school personnel file. The teacher must make an appointment with the Personnel Office or the principal as the case may be in order that a managerial employee will be present when the teacher's file is inspected.

- C. The official personnel file shall hold confidential those items defined as confidential in Section 231.291, Florida Statutes. 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 shall be governed by Florida Statutes.
  
- D. A teacher may purchase a copy of any document in his personnel file, save those considered privileged and/or confidential, upon making proper arrangements with the Personnel Office. The decision as to what documents shall be included in or excluded from a teacher's personnel file is a managerial prerogative of the Board and/or its designee, except that any teacher may have included any written defense or disagreement concerning any document contained in his personnel file, and may grieve same. Teachers will sign such documents prior to insertion into the personnel file and within one day to signify they have seen such material. Such signature shall not indicate acceptance or approval of statements contained in such material.

Section 6. The Association may obtain agendas and packets for Board meetings and position vacancy lists at the county school office on or after the regular dates of distribution upon payment of copying charges normally charged to other groups or persons.

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Section 7.

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

commencement of the leave, if such position exists, or to a position of similar status.

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

Section 8. The Association shall be provided once each semester with a report on the number of students enrolled in each of the teachers' classes. The costs shall be the normal charge as paid by other groups or persons.

Section 9. By October 1 of each year, the Board will provide the Association with the names of all bargaining unit personnel listed (a) alphabetically within the district, and (b) alphabetically within each school location/worksite. Any changes, additions or deletions to this list shall be provided to the Association on a monthly basis after October 1 through June 1 of each school year.

Section 10. The Board's courier system shall make a daily stop at the LCEA office for the purpose of delivery of materials that are of benefit to the school system. Materials mean and are restricted to information generated by joint Board/LCEA committees, communications between the Superintendent's office, the Deputy Superintendent's office, the Assistant Superintendents' offices, the Director of Human Resources' office, the Director of Finance's office, the Supervisor of Staff Development's office, the Chief Negotiator's office and the LCEA office. Any other material delivered by the Board's courier system shall have prior approval by the Superintendent or his designee. The Superintendent or his designee reserves the right to deny use of the courier system and such denial shall be non-grievable. It is expressly understood that the LCEA shall not use the Board courier system to conduct business operations with its membership or any other Board employee group.

## ARTICLE V

### DUES/PAYROLL DEDUCTIONS

#### Section 1. Dues Deduction.

- A. Any Association member who has previously so authorized and is on dues deduction at the beginning of this Agreement, or any teacher who subsequent to the beginning of this Agreement applies for membership in the Association and duly authorizes dues to be deducted from his salary through payroll deduction shall have his Association dues and uniform assessments deducted through payroll deduction. Such authorization shall continue in effect for the duration of this Agreement unless revoked in writing to both the School Board and the Association not less than thirty (30) days prior to the dues deduction date on which termination of dues deduction is to become effective. Pursuant to such authorization the Board shall deduct from each of the teacher's regular salary checks the appropriate dues amount as designated by the Association. The deductions shall be remitted within ten (10) days after deduction to the Association with a list of names of those persons from whose salaries dues have been deducted.
- B. The Association shall 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.
- C. It is understood that the LCEA authorization form for payroll deductions, as published in the appendix, shall be the official one for the duration of this Agreement.

- D. Properly signed authorizations must be submitted to the payroll department at least ten (10) working days prior to the next deduction date.

Section 2. Payroll Deduction.

- A. Employees will be given one (1) additional payroll deduction slot which may be used for deductions authorized by the employee in writing to the LCEA and the School Board. Such deductions shall be submitted to the Board by the LCEA. The LCEA will be responsible for providing the properly executed authorization form(s) to the Board.
- B. The Board shall deduct the authorized amount in equal deductions from the teacher's salary check.
- C. The purpose for this additional deduction will be for a program of employee economic benefits which is arranged by or through the LCEA and which is not in competition with the School Board's health and hospitalization program.
- D. All checks under this section shall be made payable to the company or fund involved. The deductions shall be sent not less frequently than monthly to the Association.
- E. The Association shall 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.
- F. Employees will make an authorization in writing through the LCEA 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 both

the School Board and the LCEA not less than thirty (30) days prior to the deduction date on which termination of the deduction is to become effective.

## ARTICLE VI

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### NO STRIKES

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

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

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

## ARTICLE VII

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### NON-DISCRIMINATION

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

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

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

## ARTICLE VIII

### DISCIPLINE

Section 1. Disciplinary action by the Board shall be based upon proper cause.

Section 2. In disciplinary cases the employee shall have the right to be represented by the Union. Further, any teacher shall be entitled to have a Union representative present at any conference called by a supervisor at which the teacher has reasonable cause to believe that matters will be discussed or actions taken which could result in disciplinary action. The teacher shall have the responsibility for requesting the presence of a Union representative, and, except in emergency or unusual situations, the conference shall not be held until the Union representative has been given an opportunity to be present. The employee shall cooperate fully as to the matter(s) being investigated.

Section 3. Notwithstanding any other provision of this Agreement, representation of employees by the Union shall be governed by the provisions of Section 447.401, Florida Statutes.

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### Section 1. Purpose.

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

#### Section 2. Definition.

- A. A "grievance" is an alleged violation of this Agreement or any dispute with respect to its meaning or application.
- B. A "teacher" is any person in the bargaining unit covered by this Agreement.
- C. An "aggrieved party" is the teacher or group of teachers who submit(s) a grievance, signed at the appropriate step, or on whose behalf a grievance, signed by the teacher(s) at the appropriate step, is submitted by the Association, or the Association, who, when acting as a party in interest, submits a grievance, signed at the appropriate step, by an official of the Association.
- D. The term "employer" shall mean the School Board or the administration.

- E. The term "Association" shall be used interchangeably with the term "Union" and shall refer to the Lake County Education Association, Inc., Local 3783, FEA/United, AFT, AFL-CIO.

Section 3.    Process.

All grievances shall be 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 shall 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 shall consist of working days unless otherwise specified.

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

Section 5.    Procedure.

Step 1. In the event an employee believes he has a grievance, the employee shall discuss the problem with his immediate supervisor as soon as possible. If the matter

cannot be resolved amicably, and if the employee wishes to proceed further, the employee shall file a written grievance with his principal containing the following information: (1) the date of the occurrence of the alleged grievance; (2) the contract article(s) allegedly violated; (3) a complete statement of the facts giving rise to the grievance; (4) the names of witnesses; (5) the relief sought. Such a grievance must be filed with the employee's principal within fifteen (15) days after the grievant knew or should have known of the incident which is the basis of the grievance. Within three (3) days after receipt of the grievance, the principal or designee shall hold a meeting with the grievant to resolve the grievance. The principal or designee shall indicate his disposition of the grievance within five (5) days of the meeting held to resolve it. Such disposition shall be in writing and shall 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 shall 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 shall be provided to the grievant's principal and to the Association. The Superintendent or his designee(s) shall cause 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 shall conduct a meeting on the grievance. The grievant, his principal, and the Association shall each be notified of the time and place of the meeting and shall have the opportunity to be present and to be heard at the meeting. Within ten (10) days of the meeting, the Superintendent or designee shall notify in writing all the parties concerned of his findings.

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

Section 6. Special Provisions for Discipline Cases.

A. Suspension or dismissal during the school year.

1. Cases involving suspension or dismissal of an employee during the school year shall be governed by the provisions of Sections 231.36(6) and 120.57, Florida Statutes. An employee involved in such a case shall be entitled to a hearing before a hearing officer assigned by the Division of Administrative Hearings.
2. If the employee who is suspended or dismissed was on continuing contract at the time such action was taken, such an employee shall have the right to elect either to appeal such action through the statutory procedure of Section 231.36(6), Florida Statutes, or to appeal the action through arbitration. If the employee chooses to utilize the statutory procedure, the employee waives arbitration. Similarly, if the employee chooses arbitration, the employee waives the statutory procedure. In no case shall an employee have the right to pursue the suspension or dismissal through both arbitration and statutory procedure.
3. If the employee who is suspended or dismissed by the Board is on annual contract, and the employee wishes to appeal the decision of the Board, such an employee must do so through the arbitration procedure of this Agreement.
4. If an employee elects to appeal the decision of the Board in a discharge or suspension case to arbitration, the employee must file a written request for arbitration with the Superintendent within five (5) days after the employee is notified of the action taken by the Board. Thereafter, the procedure for selection of an arbitrator shall be that specified in Step 3 of the grievance procedure of this Agreement.

5. In arbitrations involving suspension or discharge, the arbitrator shall be bound by the following standards in addition to those contained in Section 7 of this Article:

(a) "Proper cause" for suspension or dismissal shall be those offenses specified in Section 231.36(6), Florida Statutes.

(b) The arbitration shall be considered as an appeal from the decision of the School Board. Accordingly, the arbitrator shall consider whether or not the decision of the School Board regarding the charges against the employee is supported by substantial competent evidence on the record considered as a whole. The arbitrator may not reject or modify findings of fact unless the arbitrator first determines from a review of the complete record, and states with particularity in his decision, that said findings were not based upon competent evidence. The arbitrator shall have no authority to substitute his discretion for that of the School Board with respect to the severity of the penalty imposed upon the employee by the School Board unless the employee can demonstrate that the penalty imposed was arbitrary and capricious under the circumstances.

(c) Priority shall be given to deciding discharge and suspension cases and the arbitrator shall make his best effort to decide these cases within fourteen (14) days of the hearing.

B. Other forms of discipline.

1. Disputes concerning discipline other than suspension or dismissal shall be processed through the grievance-arbitration procedure of this Agreement.

- 2. "Proper cause" for such disciplinary action (i.e., discipline other than suspension or discharge) shall include, but shall not be limited to, those offenses described in Section 231.36(6), Florida Statutes, and it is expressly agreed and understood that discipline (excluding suspension and discharge) may be taken against an employee not only for the offenses specified in said statute but also for lesser offenses.
  
- 3. The arbitrator shall have no authority to substitute his discretion for that of the Superintendent with respect to the severity of the penalty imposed upon the employee by the Superintendent, unless the employee can demonstrate the penalty imposed was arbitrary and capricious under the circumstances.

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Section 7. Powers of Arbitrator.

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- A. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  
- B. The arbitrator shall have no power to change any policy, or rule of the Board, nor to substitute his judgment for that of the Board as to the reasonableness of such policy or rule.

- C. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall decide if the grievance is arbitrable, subject to judicial review in accordance with law.
- D. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.
- E. All arbitration cases shall be conducted and considered as an appellate process, and the grievant shall have the burden of proof in all cases except for discipline cases.
- F. Actions of the Board, except those which violate the terms and conditions of this Agreement, shall be exempt from arbitration.

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#### 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 shall be borne equally by the Board and the Association.

The Association shall 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, shall be entitled to be present during the arbitration process. In no case shall 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 shall be initiated during the regular teacher workday and may be extended by mutual agreement.

C. Representation.

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

D. No Reprisals No reprisals shall 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 shall be placed in a confidential file established solely for this purpose.

E. Communication. Each of the parties shall 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 shall 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 shall 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 shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.
  
- H. Grievances involving the Association and grievances involving more than one (1) teacher or more than one (1) school center shall begin at Step 2.
  
- I. All grievances and responses must be submitted on the official forms provided for use with this Agreement.
  
- J. Withdrawal of Grievance. The grievant(s) may withdraw a grievance at any point in the procedure provided that the same grievance shall not be filed a second time.
  
- K. The filing of a grievance shall 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 shall fulfill or carry out any such order or requirements, etc., pending the final decision of the grievance.
  
- N. Any written agreement reached between the Board and the Association is binding on all parties affected and cannot be changed by any individual.
  
- O. Step I of this Grievance Procedure may be passed to the next level for any reason as determined by the Board or its representative (e.g. no authority to make the decision). In such cases, the reason, therefore, shall 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 shall not be subject to the grievance/arbitration procedure of this Agreement. Such matters will be dealt with under the procedure contained in Article XIII.

## ARTICLE X

### TEACHING CONDITIONS

Section 1. Special Duties.

- A. Extra- and Co-curricular Duties. When the building administrator determines teachers are needed to perform extra-curricular duties and to participate in other school-related activities for which no supplement is paid during and beyond the normal teacher workday and teachers are assigned to such duties by the building administrator in order to implement the total school program, the building administrator shall make every effort possible to receive input from the faculty, including but not limited to, recommendations and suggestions from the faculty and/or a faculty selected committee as well as equitable rotation procedures in determining the assignments of such duties.

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

- B. Non-instructional duties during the school day which teachers shall 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.
- C. It is the desire of the parties to reduce the normal school day non-instructional duties of teachers wherever practicable in order to provide teachers with more time for student contact and other instruction-related activities. Where such duties are necessary, the building administrator shall make such assignments according to the process delineated in this paragraph and shall make every effort possible to receive input from the faculty, including but not limited to, recommendations and suggestions from the faculty and/or faculty-selected committee as well as equitable rotation procedures in determining the assignments to such duties.

Section 2. Teachers will be provided with supplies, textbooks, materials, and equipment determined by the Board to be essential to teaching and courses assigned. In

requesting supplies, textbooks, materials, and equipment, teachers will be entitled to receive sufficient financial information to enable them to present requests in priority.

The local school budget shall be made available for faculty information.

Section 3. Teachers will be provided with an area or space in which to work. The nature of the area may vary depending upon local conditions. Areas designed for security shall be provided in this space or another space in the building.

Where practicable, when a teacher is required to move from classroom to classroom in order to provide instruction (floating teachers), the administration will attempt to locate classrooms in the same general area of the school facility and, whenever possible, assign more experienced teachers to handle such assignments.

Section 4. Within its ability, the Board shall make available in each school a lunch area, restroom and lavatory facilities, and parking area exclusively for employee use, and at least one area which shall be reserved for use as a faculty work area.

Section 5. Telephones will be available to teachers for reasonable use at all schools. To the degree possible, teachers shall be afforded privacy in use of the telephone. Teachers shall not be required to post local telephone calls. Official school business shall take precedence over all other uses of the telephone.

Section 6. Messages may be received at the school for teachers. Incoming messages shall be received and noted as to date, time, and name of sender and placed in the teacher's mailbox. Messages should be delivered to the teacher upon receipt if it is determined that such messages are of emergency nature.

Section 7. Both parties acknowledge the responsibility of the building administrator to exercise the authority to reassign temporarily any teacher's duties to meet any emergency situations. In emergency situations, teachers may be required to cover a class or an assignment for another teacher. Efforts should be made to use faculty-

developed equitable rotation procedures involving the use of all qualified personnel. For the purpose of this section, an emergency shall mean something unexpected, unavoidable, or unplanned. Teachers shall be expected, in the performance of their duty, to do what any prudent person would be expected to do under similar circumstances except that no teacher shall be required to perform any act which may reasonably be considered to endanger the health, safety, or well-being of the teacher. The building administrator, with input from the faculty, shall develop plans to deal with emergency situations. Emergency communication procedures shall be established for each classroom.

Section 8. Every teacher shall exercise professional judgment in teaching course content and in planning for its implementation. In so doing, it is understood that the teacher is accountable for the results of his judgment.

Teachers shall be expected to establish and encourage high standards of student performance which are professionally defensible and appropriate for the learning situation involved. District curriculum guides shall be used by teachers in planning and teaching course content, and teachers shall be responsible for teaching required skills. For auditing purposes, the official form for documenting required skills/standards shall be used.

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

Section 9. Teachers shall make themselves available for student and parent conferences. Where practicable, conferences dealing with parent/student/teacher concerns will be scheduled at times convenient for all parties concerned; timely

notification as well as opportunity for input and feedback will be provided. The principal shall have the final authority in setting conference times and dates.

Where practicable and in circumstances where a teacher refers a student to a special program or other instructional setting, the referring teacher may participate in any conference(s) relating to that placement. The principal shall have final authority in setting the time for conferences.

Section 10. Teachers shall not be required to attend meetings held for the solicitation of non-instructional materials.

Section 11. Every reasonable effort shall be made to reduce the money-collecting responsibilities of teachers.

Section 12. Teachers shall be notified in writing of their tentative fall teaching assignments prior to the close of the preceding year. Whenever circumstances dictate changes in assignments, building administrators shall notify teachers with an explanation.

Section 13. Teacher planning days which occur during the student school year shall 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.

Section 14. Every reasonable effort shall be made in each school to provide a facility for private conferences.

Section 15. Unless otherwise modified by the terms of this Agreement, teachers shall use the school day for carrying out their assigned responsibilities.

Section 16. The reporting of final grades at the conclusion of the first and third marking period shall not be required prior to the close of the second workday following said period. A minimum of one (1) of the two (2) workdays shall be without students present.

Early release days shall be provided at the end of each major grading period for the purpose of assisting teachers in administering and grading student examinations at the middle and high school level and providing planning time for teachers at the elementary level.

Section 17. All parties to this Agreement shall be expected to abide by the provisions of this contract. Violations may be subject to appropriate disciplinary and/or grievance procedures.

Section 18. Each school shall make available to teachers an accessible process for use in preparing instructional material needed.

Section 19. On occasions when the teacher is absent for a minimum of one (1) school day or longer, and provided that a suitable substitute is available, the Board agrees that such substitute will be provided except in situations where an(other) teacher(s) voluntarily agree(s) to cover the class(es) or assignment(s) of the absent teacher, or in those situations where no substitute is required. The administration is responsible for providing substitutes when a teacher is absent.

Section 20.

- A. Each teacher or other member of the staff of any school shall assume such authority for the control of pupils as may be assigned to him by the principal and shall keep good order in the classroom and in other places in which he is assigned to be in charge of pupils, but he shall not inflict corporal punishment before consulting the principal or his designee, and in no case shall such punishment be degrading or unduly severe in its nature. Under no circumstances may a teacher suspend a pupil from class unless appropriate district procedures jointly developed by the parties and

consistent with Florida Statutes are followed. When, in the judgment of the teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may refer the student to the principal or his designee. The principal or his designee shall provide assistance and support to teachers in the handling of these referrals, and shall respond in writing to the teacher making said referral by noting the action taken by the administrator involved. The teacher may request a conference with the principal or his designee and possibly an appropriate specialist as soon as possible to discuss the problem and to decide upon appropriate steps for its resolution.

Joint teacher/administrator committees established in 1993-94 to deal with matters pertaining to environmental issues, medically fragile children, and juvenile violence will continue to function and provide recommendations, as needed, to the Board for its consideration. The committees shall be used as advisory groups able to assist in implementing statutes, policies and guidelines.

- B. A teacher may send a student to the principal's office to maintain effective discipline in the classroom. The school referral form shall be used and reflect the teacher's recommendation when applying discipline. The principal shall employ appropriate discipline-management techniques consistent with the code of conduct under Section 230.23, Florida Statutes, and report his actions to the teacher.

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

The teacher is responsible for providing and maintaining all documentation required for the removal of a student from the teacher's class. The teacher's documentation shall include at least three (3)

interventions at the classroom level (one must be parental contact); at least three (3) referrals (Level II or chronic Level I disruptions) to the office for disciplinary action; and, a conference with the teacher, student, and administration which may include the parent when possible. The teacher will use the agreed upon form found in Appendix D.

If a teacher removes a student from class, the principal may place the student in another appropriate classroom, in in-school suspension, or in an alternative education program; or the principal may recommend the student for out-of-school suspension or expulsion as appropriate. The student may be prohibited from attending or participating in school sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the committee established herein determines that such placement is the best or only available alternative. The teacher and the Placement Review Committee must render decisions within five (5) work days of the removal of the student from the classroom. Records of all decisions of the committee shall be maintained which include among other things the student's name, the teacher's documentation, the teacher's recommendation, the committee's decision and the committee's rationale for the decision.

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

Any teacher who exercises the option to remove twenty-five percent (25%) of his or her class enrollment during the class year or course term

shall be required to complete professional development activities to improve classroom management skills. The district shall 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. A teacher may act as necessary and appropriate to protect himself from attack or to prevent injury to another person.

Section 22. The Board or its representatives upon any complaint by a parent or student directed toward a teacher may investigate the problem until a reasonable solution is achieved. Any complaint regarding a teacher made to the administration by any parents, students, or other person, which is considered in a written evaluation of a teacher's performance or which may result in disciplinary action, will be promptly called to his attention. Such notification to the teacher shall include the name of the parent, student, or other person lodging the complaint.

Section 23. Any teacher formerly holding a continuing contract or professional service contract who is reemployed by the Board may be issued a professional service contract upon the completion of one (1) year's successful service, including acceptable performance, as an employee of the Board if the teacher formerly held a continuing contract or professional service contract in this district or upon the completion of two (2) years' successful service, including acceptable performance, as an employee of the Board if the teacher formerly held a continuing contract or professional service contract in another Florida district.

Section 24. No teacher shall be required to accept and supervise a student teacher or any other type of teacher trainee, nor shall teachers who accept be held responsible for any actions or judgments on the part of such persons operating in instructional settings as a part of preservice programs. Teachers who do agree to such supervisory assignments shall be informed of guidelines under which trainees will operate and will be responsible for seeing that these guidelines are followed.

Section 25. To the extent possible, teachers shall have the opportunity to be present at the interviewing of teacher aide applicants with whom the teachers shall work.

The principal shall have the final authority to recommend the teacher aide for appointment.

Section 26. Where practicable, teachers and/or faculty-appointed committees shall 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 shall be encouraged to become actively involved in matters which directly affect students. The recommendations of the teachers and/or faculty-appointed committees shall not be altered; however, the decisions of the building administrator shall be final in all cases.

Section 27. The Board agrees that it will provide assistance, including consultation with the Board's attorney, to teachers in situations involving alleged violations of Sections 231.06, 231.07, and 230.234, Florida Statutes, where the Board determines, in its discretion, that such assistance is proper and appropriate.

Section 28. If a teacher believes he needs additional materials, special materials, or special assistance for mainstreamed students or for students for whom English is a second language, the teacher will bring this request to the principal's attention. If the principal has the authority to grant or deny the request, the principal will do so as soon as possible. If not, the principal will bring the request to the attention of the appropriate administrator in the County Office for disposition. The teacher shall be advised of the disposition. When teachers are called upon to perform medical or hygiene procedures for students, they shall do so in accordance with Florida Statutes and shall receive adequate training prior to providing assistance.

Section 29. 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, he may assign administrative duties to a member of the bargaining unit of that school provided that such member agrees to assume such administrative function.

Section 30. Any overpayments or underpayments which are made to a teacher by the school system shall be correctly adjusted prior to the end of the contract year according to a payment schedule agreed upon by the teacher and the representatives of the school system Finance Office, unless by mutual consent an alternate arrangement is negotiated.

Section 31. Classrooms will not be interrupted through the use of intercommunication systems more than absolutely necessary; if abuse of this provision occurs, teachers shall be entitled to recommend remedies for eliminating such abuse. The principal shall have the final authority in the control and operation of the intercommunication system.

Section 32. No Tobacco Use.

A. In order to safeguard the health and safety of all employees in the Lake County School District, the parties agree that, effective January 1, 2000, the use of all tobacco products shall be prohibited in all School Board facilities, on all School Board property and in all School Board vehicles.

B. The Board agrees to provide bargaining unit employees with information about programs that are available to assist employees in their efforts to quit and/or reduce use of tobacco products. However, costs incurred by the efforts of an employee to cease or reduce tobacco use shall not be the Board's responsibility.

Section 33. 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 during the 1990-91 school year shall constitute Article X, Section 33 of this Agreement as amended in 1992.

- A. No employee of the School Board shall manufacture, distribute, dispense, possess, or use on or in the workplace any drug as defined in Subsection (F)(1) of this policy. As a condition of employment, each employee shall notify his or her supervisor of his or her conviction of any criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
  
- B. Any employee who violates the terms of this policy may be non-renewed or his or her employment may be suspended or terminated. When an employee has a positive confirmed drug test, such action by the School Board will be considered to be for cause. However, at the discretion of the School Board, an employee may be allowed to satisfactorily participate in and complete a Board approved drug abuse assistance or rehabilitation program in lieu of a non-renewal, suspension or termination. Where a job applicant has a positive confirmed drug test, the School Board may refuse to hire the applicant and such refusal to hire will be considered to be for cause.
  
- C. The School Board will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the School Board, for a drug-related problem if there has been no communication to the employee of a demand for a drug test and the employee has not previously tested positive for drug use and the employee enters an employee assistance program for drug-related problems or an alcohol and drug rehabilitation program. A request for voluntary treatment under these conditions does not constitute reasonable suspicion for ordering a drug test. (The intent is to allow an employee one (1) opportunity to voluntarily seek treatment for a substance abuse problem.)
  
- D. Sanctions and discipline against employees, including non-renewal, suspension and termination shall be in accordance with prescribed School District's procedures and in the event of violation of Subsection (1) herein shall be commenced within thirty (30) days of receiving notice of an

employee's conviction. Within ten (10) days of receiving notice of an employee's conviction in violation of this Rule the Superintendent shall notify the State and Federal Departments of Education.

- E. A drug-free awareness program is hereby established, and is to be implemented by the Superintendent, to inform employees of the dangers of drug abuse in the workplace, of the School Board's policy of maintaining a drug-free workplace, of available drug counseling, rehabilitation, and assistance programs, and of the penalties to be imposed upon employees for drug abuse violations occurring in the workplace. As a part of this program, all employees and applicants for employment shall be given notice of School Board's policy regarding the maintenance of a drug-free workplace.
- F. Except where the context otherwise requires, as used in this policy:
1. "Drug" means alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methalqualine; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or, a metabolite of any of the substances listed herein.
  2. "Initial drug test" means the first drug test which is used to identify negative and presumptive positive specimens. The initial test for alcohol shall be by enzyme oxidation methodology and the initial test for all other drugs shall use a sensitive and reliable Food and Drug Administration approved immunoassay procedure.
  3. "Confirmation test", "confirmed test", or "confirmed drug test" means a second analytical run on a sample that is positive on the initial screening test. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method shall be capable of providing requisite specificity, sensitivity, and quantitative accuracy. The

confirmation test for alcohol will be gas chromatography and the confirmation test for all other drugs will be gas chromatography/mass spectrometry.

4. "Prescription or non-prescription medication" means a drug or medication obtained pursuant to a prescription as defined by Section 890.02(17), Florida Statutes, or a medication that is authorized pursuant to Federal or State law for general distribution and use without a prescription in the treatment of human diseases, ailments or injuries.
  
5. "Reasonable suspicion drug testing" means a drug testing based on a belief that an employee is using or has used drugs in violation of the School Board's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
  - (a) Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
  
  - (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
  
  - (c) A report of drug use in the workplace, provided by a reliable and credible source, which has been independently corroborated.
  
  - (d) Evidence that an individual has tampered with a drug test during his employment with the School Board.

- (e) Evidence that an employee has caused or contributed to an accident while at work.
    - (f) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on any School Board premises or while operating a School Board vehicle, machinery or equipment.
  - 6. "Specimen" means tissue or product of the human body capable of revealing the presence of drugs or their metabolites.
  - 7. "Workplace" is defined to mean the site of the performance of work done in connection with employment. That includes any school building or any school premises; any vehicle owned, leased, rented or used on official business by the School Board; and any vehicle used to transport students to and from school and school activities off school property during any school sponsored or school activity, event or function, such as field trip or athletic event, where students are under the jurisdiction of the school district.
  - 8. "Employee Assistance Program" means the program provided by the Employee Health Care Program or a similar School Board approved drug abuse assistance or rehabilitation program.
- G. The School Board will communicate to the employee prior to conducting the drug test the reasons for ordering the test and will conduct drug testing in the following circumstances:
- 1. **JOB APPLICANT DRUG TESTING:** This drug testing will be required of all job applicants. Refusal of the job applicant to submit to a drug test or a positive confirmed drug test is a basis for refusal to hire a job applicant.

2. REASONABLE SUSPICION DRUG TESTING: Where there is a reasonable suspicion that an employee is using or has used drugs in violation of the School Board's policy. The facts and inferences outlined under "Reasonable Suspicion Drug Testing" listed above shall be used in determining whether a reasonable suspicion exists.
  
3. ROUTINE FITNESS FOR DUTY DRUG TESTING: The School Board will require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness for duty medical examination that is part of or becomes part of the School Board's established policy or that is scheduled routinely for all members of an employment classification or group.
  
4. FOLLOW-UP DRUG TESTING will be required if the employee, in the course of employment, enters an employee assistance drug related program or an alcohol or drug rehabilitation program. Such an employee will be required to submit to a drug test as a follow-up to such a program on a quarterly, annual or semi-annual basis for up to two (2) years thereafter.

H. The following procedures shall apply to drug testing under this policy:

1. Samples shall be collected with due regard for the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.
  
2. Specimen collection shall be documented and the documentation procedures shall include:

- (a) Labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results; and,
  - (b) A form for the employee or job applicant to provide any information he may feel is relevant to the test. Such information may include currently or recently used prescription or non-prescription medication or any other relevant medical information; providing such information shall not preclude the administration of a drug test, but shall be taken into account in interpreting any positive results.
- 3. Specimen collection, storage and transportation to the testing site shall be performed in a manner in which will reasonably preclude specimen contamination or adulteration.
- 4. Each initial and confirmation test, not including the taking or collecting of a specimen to be tested, shall be conducted by a laboratory licensed by the Department of Health and Rehabilitative Services criteria established by the National Institute on Drug Abuse. The laboratory shall conform to the mandates of Section 112.0455(12), Florida Statutes, and applicable rule of the Department of Health and Rehabilitative Services.
- 5. Specimens for drug testing may be collected or taken by any of the following persons:
  - (a) A physician, a physician's assistant, a registered professional nurse, a Licensed Practical Nurse, or a Nurse Practitioner.

- (b) A certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical services or treatment.
  - (c) A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks.
- 6. A person who collects or takes a specimen for a drug test will collect an amount sufficient for two (2) drug tests as determined by the Department of Health and Rehabilitative Services.
- 7. A drug test may be conducted at any reasonable time during the employee's workday.
- 8. Every specimen that produces a positive confirmed result shall be preserved by the licensed laboratory that conducts the confirmation test for a period of at least 210 days from the time the results are mailed or otherwise delivered to the School Board. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after the written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the School Board to have a portion of the specimen re-tested, at the employee's or applicant's expense, at another laboratory, licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee or applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the School Board shall be responsible for the transfer of the portion of the specimen to be re-tested, and for the integrity of the chain of custody during such transfer.

9. Within five (5) working days of the receipt of a positive confirmed test result from the testing laboratory, the Superintendent will inform the employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant.
10. The School Board will provide to the employee or the job applicant, upon request, a copy of the test results.
11. Within five (5) working days after receiving notice of positive confirmed test result, the employee or job applicant may submit information to the School Board explaining or contesting the test results and why the results do not constitute a violation of the School Board's policy.
12. If an employee's or job applicant's explanation or challenge of the positive test results is unsatisfactory to the School Board, within fifteen (15) days of receipt of the explanation or challenge, the School Board shall issue to the employee or job applicant a written explanation as to why the employee or job applicant's explanation is unsatisfactory, along with a report of positive results, and all such documentation shall be kept confidential by the School Board pursuant to the confidentiality section of this policy and shall be retained by the School Board for at least one year.
13. The School Board may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test.
14. If an initial drug test is negative, the School Board may, at its sole discretion, seek a confirmation test.

15. All positive initial tests shall be confirmed using gas chromatography in the case of alcohol and chromatography/mass spectrometry for all other drugs.
  
16. If testing is conducted based on reasonable suspicion, within seven (7) days after testing of an employee has been completed, the School Board will promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the School Board pursuant to the confidentiality provision of this policy and retained by the School Board for at least one year.
  - I. The School Board shall pay the cost of all drug tests, initial and confirmation, which is required of employees. An employee shall pay the costs of any additional drug tests not required by the School Board. A job applicant shall pay the costs of all drug tests administered as a requirement for employment.
  
  - J. The School Board will keep all results of drug tests confidential to the extent mandated by Section 440.102, Florida Statutes.
  
  - K. Employees and job applicants who are using prescription and non-prescription medication may report such facts to the School Board before or after being tested by a signed, dated letter to his department supervisor, principal, or personnel director as the case may be. A list of the most common medications by brand name and common name and chemical name, which may alter or affect a drug test may be obtained from the office of the director of personnel.
  
  - L. When an employee refuses to submit to a drug test, the School Board authorizes the Superintendent to take appropriate action including, but not limited to, the dismissal from employment with the School Board of that employee. A job applicant who refuses to submit to a drug test will not be considered for employment.

- M. There is no physician/patient relationship created between an employee or job applicant and the School Board or any person performing or evaluating a drug test solely by the establishment or implementation or administration of this drug testing program.
  
- N. Nothing in this policy shall be construed to prevent the School Board from establishing reasonable work rules related to an employee's possession, sale or solicitation of drugs, including convictions for drug related offenses and taking action based upon any violation of those Rules.
  
- O. Nothing in this policy will be construed to prohibit the School Board from conducting medical screening or other tests required by any statute, rule, or regulation for the purpose of monitoring exposure of employees to toxic or other unhealthy substances in the workplace or in performance of job responsibilities. Such screening tests shall be limited to the specific substances expressly identified in the applicable statute rules or regulation, unless prior written consent of the employee is obtained for other tests.

Section 34. Tuberculosis health screening for employee protection will be conducted periodically as determined by the District Health Department, recommended by the Superintendent and approved by the Board.

The instructional personnel tuberculosis test shall be the PPD (Mantoux) test. Any follow-up testing or testing following tuberculosis exposure shall be at the discretion of the Lake County Public Health Unit.

All instructional personnel that are diagnosed with or exposed to tuberculosis shall be tested in accordance with Lake County Public Health Department and the Center for Disease Control guidelines.

Section 35. Dress Code:

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

Section 36. Work Place 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 shall be formed at each school and departmental work site in the District. The committee shall be governed by Section 442.012, F. S. The goal of the committee shall be to reduce the occupational hazards confronting employees.
- B. The LCEA shall appoint no more than two (2) representatives to each school and departmental safety committee. One of the work site administrators shall be a member of each committee. Management may also appoint an additional employee who is not included in the bargaining unit.
- C. Committee activities shall 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 shall be compensated their regular hourly wage while engaged in workplace safety committee training, meetings or other duties belonging to the committee as prescribed by law.



## ARTICLE XI

### TEACHER EVALUATION

Section 1. The evaluation and assessment of the performance of each teacher is solely the responsibility of the administration and may not be delegated. Instructional bargaining unit members who assume the duties and responsibilities of intern principals shall be considered administrative personnel rather than instructional bargaining unit personnel during the time of such assignment.

Section 2. It is agreed further that the primary objective of the program to evaluate teaching performance is to improve the quality of instruction and to encourage professional growth.

Section 3. Teaching performance shall be evaluated in light of all evidence pertinent to the discharge of the teacher's professional responsibilities and his exercise of professional judgment.

Section 4. The designated administrator shall orient all teachers under his supervision to the evaluation procedures and criteria during the first six (6) weeks of employment.

Section 5.

A. The teaching performance of non-tenured teachers will be formally assessed once (1) each semester on the adopted assessment form. Tenured

teachers and Professional Service Contract teachers shall be assessed once (1) each year.

- B. Non-tenured teachers will be observed for evaluation at least once each semester before the formal assessment if no unacceptable areas of performance are noted and at least twice each semester before the written assessment if any unacceptable areas of performance are identified.

Tenured teachers and Professional Service Contract teachers will be observed at least once (1) each year before the formal written assessment. This observation of the tenured teachers will be at least twenty (20) minutes in length. Observations related to formal assessments shall be conducted with full knowledge of the teacher.

Under normal circumstances a conference between the teacher and the administrator who conducted the observation shall be held within five (5) working days of the time the observation was performed.

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#### Section 6.

- A. Teachers may be observed by their supervisors as often as is deemed necessary.
- B. All monitoring or observation of the work performance of a teacher will be conducted openly.

#### Section 7.

- A. Teacher assessment forms for all bargaining unit employees shall be those forms agreed to by both parties as set forth in the IPPAS district-approved

plan and/or those forms approved for implementation by the IPPAS Joint Committee and subsequently approved by the Board.

- B. Teachers will be expected to correct, as soon as possible, areas of unsatisfactory performance which have been noted by the supervisor.
  
- C. The LCEA and the School Board agree that the Joint Committee on Evaluation will continue to coordinate and monitor development and implementation of the new assessment process, entitled the Instructional Personnel Performance Appraisal System (IPPAS), which uses evaluation techniques based on modern research findings and which provides for objective validation of instructional competencies and for recognition of commendable performance/service. The joint committee shall utilize recommended guidelines and other information provided by the Florida Department of Education and shall be authorized to explore any areas which directly or indirectly affect the appraisal process and/or influence the professional growth of teachers. All implementation shall be in accordance with Florida law.

Section 8. Teachers will be given at least three (3) weeks from the date notified of deficiency(ies) to improve the area(s) noted before they will receive another written evaluation (a classroom observation or a formal assessment) relative to the same area(s) except as noted in Section 9.

Section 9. Areas of deficiencies which can be corrected immediately, such as, but not limited to, accuracy and punctuality of submitting reports and reporting to work, may be evaluated at intervals deemed appropriate by the supervisor. Evaluations of this nature are not restricted to the limitations specified in Section 8 of this Article.

Section 10. In the event that a teacher feels his written evaluation was incomplete or inaccurate, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.

Teachers shall sign the written evaluation report acknowledging receipt no later than the next teacher workday after initial receipt of the document.

Section 11. A teacher may make reasonable requests in writing through the principal for additional classroom observation and written evaluation by other managerial personnel. Any written evaluation prepared by such managerial personnel will be given to the principal of the school with a copy to the teacher.

Section 12. Observations of a teacher's class by persons other than district/school administrative/supervisory personnel may occur only after consent has been granted by the building administrator and after conferring with the teacher involved.

Section 13. If a supervisor believes that a teacher's performance of his duties and responsibilities is deficient to the extent that a written report of same is necessary (other than as part of the formal classroom observation procedures), the supervisor shall hold a conference with the teacher prior to writing and filing the report on the appropriate form.

Section 14. Any teacher in danger of dismissal because of poor performance shall be afforded the NEAT procedure 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 XII

### PROFESSIONAL IMPROVEMENT

Section 1. Newly-hired teachers, teachers who have a change in their certificate status, and teachers who have renewed their special certificates must file their valid certificates and their official transcripts of credits with the Personnel Office. Failure to file the certificates or evidence thereof by the teacher's second pay period shall result in withholding of pay until such filing has been completed.

Section 2. When inservice training programs or teachers' meetings are held during teachers' regular working hours, all teachers required to be involved shall attend for the full time of the program and contribute to the work at hand, unless excused in writing by the appropriate administrator. When needed, as determined by the Board, newly-hired teachers on the 196 day calendar shall report to duty two (2) workdays prior to the regular contractual year for inservice training at the hourly workshop rate as specified in Section 9 of Article XVI.

#### Section 3. Lake District Accountability Process

- A. Nothing contained in the district and/or local school accountability process shall be construed to lessen or otherwise alter the authority of the school principal as provided for in law, rules or regulations.
  
- B. District Advisory Council. A joint committee of seven (7) administrators, seven (7) teachers, and five (5) parent/citizens/business members, will serve as the District Advisory Council for the 1999-2000 school year. The President of the Lake County Education Association (LCEA) and the Superintendent of Lake County Schools or his designee shall serve as co-chairs of the District Advisory Council. The LCEA shall be responsible for selecting its council members, the Superintendent shall be responsible for selecting administrative members, and the Board shall be responsible for selecting five (5) parent/citizen/business members by each Board

member nominating one (1) community representative. The council shall be made up of members representing the appropriate ethnic, racial, and economic balance of the school district. The final combined list of nominees from the three (3) parties shall be approved by the Board. The nomination of parents, citizens, and business representatives, for Board approval will ensure appropriate ethnic, racial, and economic balance.

The purpose of the District Advisory Council shall be to oversee, assist, and facilitate the development and implementation of Lake County's school improvement process.

### C. School Advisory Councils

1. Composition of Councils - Council members shall include the school principal and an appropriately balanced number of teachers, education support employees, students, parents, and business and community representatives.
  - (a) Members shall be representative of the ethnic, racial, and economic community served by the council.
  - (b) Student representation shall be required for school advisory councils established at vocational-technical centers and high schools and may be included for school advisory councils serving middle and junior high schools. Student representation shall not be required for school advisory councils serving elementary schools.
  - (c) The term education support "employees" as used herein shall refer to any person who is employed by a school for twenty (20) or more hours during a normal working week and who does not meet the definition of instructional or

administrative personnel pursuant to Section 228.041, Florida Statutes.

- (d) The term "teacher" as used herein shall include classroom teachers, certified student services personnel, and media specialists.
  - (e) Appropriately balanced as used herein shall mean a proportionate number of council members considering each peer group being represented on the council, excluding the school principal. The size of the school advisory council and the ratio of representatives among the peer groups, excluding the school principal, shall be set forth in the operational guidelines adopted by each school advisory council.
2. Selection of Council Members - Effective July 1, 1993, new council members shall be elected by their respective peer group, except for business and community representatives and the school principal. An individual who served as a member of a school advisory council prior to July 1, 1993, may continue his membership on the council provided confirmation is received by the School Board as described in Subsection (3) herein.
- (a) The following council members shall be elected in a fair and equitable manner as determined by their respective peer group and as set forth in the operational guidelines of the school advisory council.
    - 1. A teacher(s) shall be elected by teachers;
    - 2. An education support employee(s) shall be elected by education support employees;

3. A student(s), when appropriate, shall be elected by students; and

4. A parent(s) shall be elected by parents.

(b) Effective July 1, 1993, the school advisory council shall select a business and community member(s) to serve on the school advisory council after reviewing the list of nominees prepared by the school principal.

1. Business and community representatives shall be selected initially through a nomination and selection process facilitated by the school principal of each school advisory council.

a. The school principal shall seek candidates who are interested in making a commitment to participate on the school advisory council by representing businesses and the community.

b. Letters, newsletters, or other media releases shall be used by the school principal to seek candidates.

c. The school principal shall prepare a list of individuals seeking nomination to the school advisory council and shall present the list to the school advisory council for selecting the business and community representative(s).

2. Subsequent to the initial selection as described in Subsection 2(b)1 herein, the operational guidelines of the school advisory council shall set forth procedures for nominating business and community representatives to serve on the school advisory council.

(c) The principal shall submit the list of council members to the Superintendent for review of each school to determine compliance with Subsection 1 herein. The membership list shall contain the name of each council member and the peer group which is being represented by each member and a description of how the council represents the ethnic, racial, and economic community served by the school.

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3. Confirmation of the School Advisory Council - The Superintendent shall submit to the School Board for review and approval the membership list for each school advisory council in the District. The School Board shall determine if a school advisory council meets criteria specified in Subsection (1) herein; additional members shall be appointed by the School Board when it is required to achieve the proper representation on the school advisory council.

4. Responsibilities of Councils - Each school advisory council shall:

(a) Review the results of any needs assessments conducted by the school administration.

(b) Assist in the development of the school improvement plan and provide recommendations on specific components of the plan, such as the goals of the school, indicators of school and student progress, and strategies and evaluation procedures to measure student performance.

- (c) Define adequate progress for each school goal; obtain public input when defining adequate progress for school goals; negotiate the definition of adequate progress with the School Board; and notify and request assistance from the School Board when the school fails to make adequate progress in any single goal area.
- (d) Monitor students' and the school's progress in attaining goals and evaluate the appropriateness of the indicators of student progress and strategies and evaluation procedures which are selected to measure student performance.
- (e) Prepare and distribute information to the public to report the status of implementing the school improvement plan, the performance of students and educational programs, and progress in accomplishing the school goals.
- (f) Make recommendations on the accumulation and reporting of data that is beneficial to parents.
- (g) Serve as a resource for the principal and advise the principal in matters pertaining to the school program.
- (h) Provide input on the school's annual budget and the use of school improvement funds.
- (i) Make recommendations on the waiver of Florida Statutes or State Board of Education Rules which will allow school personnel to establish innovative educational practices and methods.

- (j) Inquire about school matters, identify problems, propose solutions to problems, suggest changes, and inform the community about the school.
  - (k) Act as a liaison between the school and the community.
  - (l) Assist in the preparation of the feedback report to the Florida Commission on Education Reform and Accountability as required by and pursuant to Section 230.23(18)(g), Florida Statutes.
  - (m) Identify other duties and functions of the school advisory council.
5. Operation of Council - Operational guidelines shall be established and mutually agreed upon by members of the school advisory council.
- (a) The guidelines shall:
    - 1. State the duties and functions of the council.
    - 2. Indicate the procedure for electing council members and the nomination process for selecting business and community representatives.

3. Identify the procedure for electing officers, including a chairperson, vice-chairperson, and recording secretary, of the school advisory council and determine the term of office for each position.
  4. Establish the membership term for each peer group that serves on the school advisory council.
  5. Specify the proportionate number of council members for each peer group for the purpose of achieving an appropriately balanced council.
- (b) Regular meetings shall be held. The council shall determine the date, time, and place of the meetings.
  - (c) The agenda of each school advisory council shall be advertised to the school community at least seven (7) days in advance of the scheduled meeting.
  - (d) All meetings of the school advisory council shall be open, public, and subject to Chapter 286, Florida Statutes.
  - (e) The school advisory council shall be subject to maintaining records pursuant to Article 1, Section 24, and Article XII, Section 20, of the Florida Constitution.
  - (f) School improvement plans which require waivers of the negotiated Agreement shall be subject to the approval of the Board and LCEA.

Section 4. Guidelines jointly developed and approved by the Superintendent for the selection of Lake County's Teacher of the Year Program and Lake County's Teacher of the Year for the 1990-91 school year shall continue to be utilized. The guidelines shall be reviewed annually in order to comply with State Department of Education timelines.

Section 5. Year-round Schools

- A. The district shall notify the Association as far in advance as feasible before changing any school to or from year-round status.
- B. Calendar: Year-round schools shall utilize administrators, teachers and parents in the development of a calendar. The teacher calendar shall be subject to the approval of both parties.
- C. Assignments and Transfers: Transfers to and from year-round schools shall be in accordance with the provisions of Article XIX except that a teacher seeking a voluntary transfer out of a year-round school shall be relocated to another position in the District based on certification, qualifications, and, if possible, close proximity to the teacher's residence should a vacancy exist.

When there are two (2) or more teachers wishing to transfer to the same position, certification, qualifications and seniority in the District shall prevail.

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