

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

Section 1. The Association will be entitled to the use of school facilities at reasonable times which do not conflict with use by other groups by submitting proper documentation for facility use, in advance, with the building administrator, provided that the Association agrees to pay for any custodial and/or utility charges determined by that building administrator to be necessary. The determination as to whether a charge will be made and the amount of such charge, if any, to be levied against the Association, will be made by the building administrators and will be based upon criteria equally applied to other school related groups using that specific building or area of that building. Request for such use by the Association will not be denied arbitrarily. Any large functions involving the public or non-school board employees would be subject to School Board Policy 7510 and proof of insurance would be required. At the conclusion of the teacher workday, Association members will be entitled to hold brief Association meetings without being required to pay a facility usage fee. Such meeting(s) will not extend more than thirty (30) minutes beyond the end of the teacher workday.

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

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

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

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

TENTATIVE AGREEMENT JUNE 29, 2022

Kathy Smith, President Lake County Education Association		H. Chad Farnsworth, Chief Negotiator Lake County Schools

Section 4. The President, Vice President, and Representatives of the Association will be entitled to use the district's e-mail system, for the purpose of communicating with all instructional personnel for contract ratification. LCEA email communication will not be used for membership recruitment purposes. In addition, they will be entitled to use the district's email system with LCEA members, but such use is restricted to new or changed agreement language, contract ratification, election voting results, and meeting information. Use of the district's e-mail system will be monitored by the district's IT Department. The Superintendent or his designee reserves the right to deny use of the district's e-mail system and such denial will be non-grievable.

Section 5. The Board's courier system, also known as Jack Rabbit, will make a stop at the LCEA office, on the same schedule as schools. The President, Vice President and representatives of the Association will be entitled to use the district's courier system for the purpose of communicating with all instructional personnel for contract ratification. LCEA use of the district's courier system will not be used for membership recruitment purposes. In addition, they will be entitled to use the district's courier system with LCEA members, but such use is restricted to new or changed Agreement language, contract ratification, election voting results and meeting information. Use of the district's courier system will be monitored by the district's Grounds Department. The Superintendent or his designee reserves the right to deny use of the courier system and such denial will be non- grievable.

Section 6. So long as his conduct is in keeping with the standards of the teaching profession and those of commonly accepted respectability and dignity of the community in which he serves, the private and personal life of a teacher is not the concern of the Board except as it can be demonstrated that it interferes with his professional responsibility to and his relationship with his pupils.

Section 7.

A. Personnel Files.

1. The setting up and maintenance of personnel files are legal responsibilities of the Board.

TENTATIVE AGREEMENT JUNE 29, 2022

Kathy Smith, President Lake County Education Association		H. Chad Farnsworth, Chief Negotiator Lake County Schools

2. All documents maintained concerning a teacher to be used for official purposes will be kept in the Human Resources personnel file. Files maintained at the school or center level will contain support information relating to documents in the teacher's official file and will be used for official purposes as support information when necessary.
 3. No derogatory materials relating to an employee's conduct, service, character, or personality will be placed in the personnel file of such employee except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under Florida Statutes. Any anonymous letter or materials will not be placed in the personnel file.
 4. The official personnel file will hold confidential those items defined as confidential in Section 1012.31, Florida Statutes. According to statute 1012.31(4), personnel file means all records, information, data, or materials maintained by a public school system, in any form, or retrieval system, which is uniquely applicable to that employee whether maintained in one or more locations. The worksite file may not contain any information, which is defined as confidential except for college transcripts, the stat sheet and the current and previous year(s) evaluations. Inspection of personnel files by anyone will be governed by Florida Statutes.
- B. Each teacher or his designee will have the right, upon request, in writing, to review the contents of his own district or school personnel file. The teacher must make an appointment with Human Resources (district file) or school/department records custodian (school file) in order for an administrator or designee to be present when the teacher's file is inspected. At least 48 hours' notice is needed to respond to this request.
- C. A teacher may purchase a copy of any document in his personnel file, except those considered privileged and/or confidential, upon making proper arrangements with Human Resources. The decision as to what documents will be included in or excluded from a teacher's personnel file is a managerial prerogative of the Board and/or its designee, except that any teacher may have included any written defense or disagreement concerning any document contained in his personnel file, and may grieve same. Teachers will sign such documents prior to

TENTATIVE AGREEMENT JUNE 29, 2022

Kathy Smith, President Lake County Education Association		H. Chad Farnsworth, Chief Negotiator Lake County Schools

insertion into the personnel file and within one day to signify they have seen such material. Such signature will not indicate acceptance or approval of statements contained in such material.

Section 8.

- A. The President and Vice President of the Association will, upon request, be granted a leave of absence at no cost to the Board, for a period of up to one (1) year at a time for the purpose of engaging in Association activities. The President and the Vice President will be entitled to participate in Board approved benefit plans (health, life, Florida Retirement, social security) by paying his own and the Board's contributions to all plans requiring such contributions. The Board will provide payroll services to the President and Vice President. The cost of such services will be reimbursed by the Association. At the conclusion of the leave, the President and Vice President will be returned to the teaching position held at the commencement of the leave, if such position exists, or to a position of similar status.
- B. The Association will, upon approval of the Superintendent, be entitled to have its members released from school on line-of-duty leave to attend workshops, conferences, conventions, and other activities but must reimburse the district for substitute teacher costs incurred.

Section 9. The Association will be provided once each semester upon request with a report on the number of students enrolled in each of the teachers' classes. The costs will be the normal charge as paid by other groups or persons. There will be no charge for digital reports under this section.

Section 10. By July 1, October 1, December 1, and March 1 of each **school** 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 with EIN, name, worksite, phone number, address, work email, and personal emails. Any changes, additions or deletions with date and reasoning of deletion such as retirement, resignation, change of position from instructional, etc. to this list will be provided to the Association on a monthly basis after October 1 through June 1 of each school year.

TENTATIVE AGREEMENT JUNE 29, 2022

Kathy Smith, President Lake County Education Association	H. Chad Farnsworth, Chief Negotiator Lake County Schools

Union initial proposal June 6, 2022

District Counter June 29, 2022

Group Edit 6.29.22

Tentative Agreement

Section 11. All employees will be treated with respect and dignity in the workplace in accordance with school board policies 3.43 and 6.362.

Section 12. The Association will be permitted thirty (30) minutes of uninterrupted time, with no outside vendors, at each new teacher orientation throughout the school year to speak with all employees. Both parties will mutually agree upon a time and understand that employee attendance at this meeting is strictly voluntary and at no cost whatsoever to the District.

TENTATIVE AGREEMENT JUNE 29, 2022

Kathy Smith, President Lake County Education Association		H. Chad Farnsworth, Chief Negotiator Lake County Schools