

**PROBATIONARY CONTRACT OF EMPLOYMENT FOR
INSTRUCTIONAL PERSONNEL OF THE SCHOOL BOARD OF LEE COUNTY**

Contract #3: 2012-2013 School Year...

- a) Interviewed for a math tutor position by the administrator, but hired as a math teacher by the district
- b) Hired on a probationary contract AFTER I completed an annual contract for the 2011-2012 school year

THE SCHOOL BOARD OF LEE COUNTY hereby issues a **PROBATIONARY CONTRACT**, as required by 1012.335(1)(c), Florida Statutes, to hereinafter referred to as the 'Teacher'.

(1) This Contract is conditioned and based on the assertion by the Teacher:

(a.) That he/she is legally qualified to teach in the State of Florida, and that the Teacher holds a valid Florida Teacher's Certificate number _____, which is warranted by the Teacher to be unrevoked, or

(b.) That the Teacher has completed the requirements and will be legally qualified to teach in the State of Florida upon issuance of a Florida Teacher's Certificate, for which application has been duly made as evidenced by the official receipt and acknowledgement recorded in the Office of the Superintendent, bearing Department of Education file no. _____. In the event that such application is denied, the Teacher agrees that THE SCHOOL BOARD OF LEE COUNTY shall be relieved of all obligations under this Contract.

(2) Failure to hold a valid teaching certificate, or to disclose information which would disqualify the Teacher for the position, will immediately terminate all obligations of THE SCHOOL BOARD OF LEE COUNTY to the Teacher hereunder, and the Teacher shall be obligated to remit to THE SCHOOL BOARD OF LEE COUNTY any salary previously paid.

(3) THE SCHOOL BOARD OF LEE COUNTY reserves the right to at any time require the Teacher to submit to physical or psychiatric examinations. **The LCSD was aware of the statute on probationary contracts,...**

(4) Pursuant to 1012.335, Florida Statutes, there shall be a probationary contract for a period of one school year awarded to instructional personnel upon initial employment with THE SCHOOL BOARD OF LEE COUNTY. During the term of this contract the Teacher may be dismissed without cause or may resign without breach of contract.

but not aware of the probationary contract limitations?

(5) The term of the contract shall be governed by the applicable Board adopted calendar for the **2012-2013 school year** and shall be paid a salary as specified on the salary schedule as adopted by THE SCHOOL BOARD OF LEE COUNTY and shall serve in an instructional position as defined in 1012.01(2), Florida Statutes.

(6) THE SCHOOL BOARD OF LEE COUNTY and the Teacher shall have no obligation to the other after the expiration of the term of service specified, and the Teacher shall have no expectation of continued employment beyond such date.

(7) This Probationary Contract shall be deemed amended to comply with all laws, all lawful rules of the State Board of Education, all lawful rules of and actions of THE SCHOOL BOARD OF LEE COUNTY, and all terms of an applicable ratified collective bargaining agreement.

Started in August of 2012, did not sign my contract until October... why the time difference?

100203044

Received
2012 July 20 10:00 AM
OF LEE COUNTY

of the second part	Date executed 10/17/12
Part of the first part THE SCHOOL BOARD OF LEE COUNTY FLORIDA	
BY: <i>Manfred</i>	CHAIRMAN
ATTEST: <i>Joseph Burke</i>	SUPERINTENDENT OF SCHOOLS