



TALC Contract Negotiations
November 2, 2020
FY21 (2020-2021 school year)

Agenda

- Check-In
- Article 9 (Disciplinary Procedures)
- Article 10 (Compensation)
- Check-Out

Check-In

Time constraints: 7:30pm

Elephants:

Missing:

Christine Carberry (*virtual*)

Kimberly Hutchins (*virtual*)

Expectations:

Reach tentative agreement on a couple of items *****

Make progress*****

Make equitable and inclusive progress

Minutes: October 26, 2020 session minutes not ready

- Clarification to slide 14

Article 9 (Disciplinary Procedures) – Story

- TALC expressed an interest in discussing the proposed language for Article 9 (Disciplinary Procedures) (*see attached*)
- Adjustments were made to the language originally proposed by the TALC Labor/Management Committee, based on feedback from bargaining teams and the decision to wait on board action on the proposed board policies
- The proposed language was made visible on the screens for both teams to view



- Similar language was presented to SPALC in the interest of contract alignment; the highlighted portions shown were changes that were made; listed below were items discussed
 - Proposed Article 9.01(3) (Administrative Reassignment or Suspension): Statutory reference was checked and the words “with pay” were added to the first sentence
 - Proposed Article 9.01(4) (Right to Representation): The added language was modeled off the way that representation works in a more formal legal setting
 - Proposed Article 9.01(5) (Pre-Determination Hearing): Timeframe was changed from two (2) to five (5) days written notice
 - Proposed Article 9.01(8) (Use of Technology): The phrase, “Disciplinary action will be based upon a totality of circumstances, rather than solely upon use of technology” was included
 - Proposed Article 9.02 (Outcome): Statutory references around job duties were added and a reference to Article 5.01 language about review of recommendations for non-reappointment was added; language was also added regarding the two non-disciplinary outcomes of investigations: “no finding of just cause” and “Letter of Guidance”
- TALC brought attention to the following typographical errors
 - Proposed Article 9.01(4) (Right to Representation): Last line should say “serve”
 - Proposed Article 9.01(5) (Pre-Determination Hearing): Include language about TALC’s right to attend all District-based pre-determination hearings whether the employee is a TALC member or not
 - Proposed Article 9.01(1) (Site-Based Investigation): Change “hearing” to “heard”
 - Proposed Article 9.02(1) (No Finding): Change “place” to “placed”
 - Proposed Article 9.02(1) (Letter of Guidance): “may be issued and will be placed”
 - Proposed Article 9.01(3) (Administrative Reassignment or Suspension): Remove the apostrophe in “employees”
 - Proposed Article 9.01 (Procedure): 4th line, replace “that” with “who”



- The language in Proposed Article 9.02 (Outcome) was changed from the first draft; the words “teaching contract” were eliminated to make more general, in order to be able to include the same language in the SPALC contract
- The TALC Labor/Management committee is happy with the end product and the continuity of language across the contracts
- There has been a lot of work and discussion behind the scenes to prepare this language
- There is not another district in the state that provides this amount of due process to their employees, we know this because we surveyed other Districts and were told that our process is by far the most employee friendly, which is a testament to the collaborative relationship that TALC and the District have built

Option:

Make proposed changes to Article 9 (Disciplinary Procedures)

Article 10 (Compensation) Story

- Last week, the bargaining teams had discussion around the initial proposal for compensation; TALC and the District desire to move through some of those items in a particular order tonight
- TALC would like to start with the Career Ladder
- The Career Ladder Committee made a recommendation to keep the status quo of \$1,000 for movement this year; this has been consistent for several years now
- TALC expressed a desire for the District to find a way to automate this and not delay payment each year due to bargaining; if both sides are committed, the District could automate and guarantee this process occurs sooner in the year
- TALC is interested in a permanent status quo position; the TALC Labor/Management Committee discussed an option to somehow codify that the movement could take place by executing an MOU each year, once we know that funding is available
- TALC is interested in presenting that option and discussing a date certain that movement and payment will happen



- The Career Ladder has come a long way; conceptually, this is something that Dr. Adkins came up with during his time as Chief Negotiator
- Dr. Pruitt thanked everyone for working together over the last several years to improve the Career Ladder and said that while we are not at 100% automation, we have come a long way
- The District believes that this is a flagship initiative and looks forward to continuing to work with TALC to make it even better in the future

Options:

1. Continue current practice of \$1,000 for movement on the Career Ladder
2. Wordsmith language in the TALC Labor/Management Committee meeting to bring back to the next bargaining session

Article 10 (Compensation) Story – Continued

- Proposed language should specify movement from level to level in order to accommodate additional levels that may be added in the future
- There is shortfall/windfall language in the contract already that we could use in the event the District finds a situation where an increase for movement on the Career Ladder cannot be paid, a reference to this be added under Article 10.02(b) (Career Ladder Movement)

Straw Design

Options 1 and 2

Article 10 (Compensation) Story – Continued

- There was past discussion of one or two Career Ladder levels above the Accomplished being added, what do those look like?
- In addition to addressing concerns with the Career Ladder requirements and bug fixes on the PeopleSoft page, the Career Ladder Committee has been discussing this for the past two years; the tentative names are “Expert” and “Influencer”



- Other details are still in the works, right now there's agreement around the concept and a rough sketch of what the requirements for being an "Expert" or "Influencer" will be
- Key pieces are that we would like for this to come with a more significant increase in compensation and be available to anyone, regardless of whether they are on the Performance Salary Schedule or the Grandfathered Salary Schedule, as long as they meet or have already met the requirements, and no one would be asked or required to give up their tenure in order to be eligible
- The Career Ladder Committee is working to have a page of PeopleSoft available before sharing more with all instructional staff
- Communication is going to be important and the Committee hopes having a PeopleSoft page available will help instructional staff provide feedback, before any money is tied to "Expert" and "Influencer"; these are lessons learned the Committee learned the hard way
- The District values its employees and believes in the importance of longevity across all employee groups; we know that sometimes things happen that cause a break in service or a change in employee group
- The District proposed that longevity be paid by total years of service to the District, not by consecutive years of service to the District, which helps recognize all the time an employee has spent in service to the District
- On Slide 16 of the compensation presentation, years of experience is labeled as "Years L", where does this information live in PeopleSoft?
- Currently, this is information that Human Resources staff can see, but individual employees and their immediate supervisors cannot see it
- The PeopleSoft Employee Compensation page shows "Years D", which is District years of teaching experience, and "Years X", which is years of creditable teaching experience; there are about twenty (20) different "years" calculations that the District must manage for state reporting purposes
- "Years L" could be added to the PeopleSoft Employee Compensation page so that it could be seen by employees and their immediate supervisors
- Is the proposal for longevity pay to be paid as a supplement? Does the proposal for longevity pay count toward Florida Retirement System (FRS) earnings?



- The proposal for longevity pay is that it would be paid as a supplement and the District would like to be sure about the FRS part and will return to the next bargaining session with an answer
- Is the proposal for longevity pay so that every employee will be eligible, regardless of position? All employees within the TALC bargaining unit would be eligible
- A similar proposal has been made for the SPALC bargaining unit; there is already longevity pay language in the SPALC Contract, but this would increase the number of people eligible and standardize the amounts
- The District is not yet discussing any changes in compensation for Salary Schedule N or the Administrator Salary Schedule and will not until after TALC and SPALC bargaining are complete; certain levels of employees are often excluded these sorts of increases in compensation
- Slide 16 of the compensation presentation was displayed on the screen
- It says for Year 10, an employee will receive \$250.00; would the employee receive the same \$250.00 in Year 11 or would it be an additional \$250.00, so \$500.00 total? For Year 10, 11, 12, 13, and 14, the employee would receive \$250.00 and in Year 15, the amount would increase to \$500.00, and so on
- The State provided increased funding to support an increase to the base minimum salary for classroom teachers, which will go primarily to employees who are new to education and our District; TALC is pleased with the plan for longevity pay, which supports experienced educators
- TALC is ready to test the option but would like to wait for clarification on the FRS impact
- It seems that this would be a recurring expense year after year, are we locked in at these numbers? Yes and no, we would renegotiate at some point in the future, so the amounts could go up depending on our bargaining authority and the interests of the bargaining teams
- What if the money is not there to fund this year after year? The District would budget appropriately to be sure that money is there; the intent is that this would be something available to support employee retention
- Look at the Career Ladder, each year a \$1,000.00 increase in base salary has been provided, but since Article 10 (Compensation) is open each time we bargain, we bring it up for discussion and each year make sure that everyone still supports it



- It is possible that the proposal for longevity pay could stay the same or it could increase, if we feel like more should be put towards this supplement
- Based on the numbers presented, TALC estimates that it takes approximately \$1.6 million to fund the proposal for longevity pay; in the future we may want to discuss how longevity pay compares to advance degree supplements

Caucus

District Report Out: The District wants to be 100% sure that they're providing accurate information regarding the FRS impact and asks that TALC allow until the next bargaining session to come up with a definitive answer, since it might impact the cost of funding the proposal for longevity pay; it costs about \$1.6 million, but when you factor in payroll withholdings it increases to about \$1.8 million to fund, the FRS impact might make that amount slightly higher

Article 10 (Compensation) Story – Continued

- The Turnaround School Committee prepared a recommendation before COVID, and was hoping to present it in March, so that it could go into effect for FY21 (2020-2021 school year)
- The recommendation was to add three (3) schools for FY21 (2020-2021 school year) at the same amount of the current supplement, which is \$4,000.00, using the same selection procedures that were used in for the current seven (7) schools
- The recommendation selected the next three schools on the list, which are Sunshine Elementary, Orange River Elementary, and Franklin Park Elementary
- The Turnaround School Committee is working on a recommendation for FY22 (2021-2022 school year) and FY23 (2022-2023), which it hopes to present later; the immediate interest is to add those three (3) schools
- We cannot talk about Turnaround Schools without discussing Special Instructional Staff, School Social Workers and School Nurses at these schools are worth their weight in gold, especially during the Full-time Equivalent (FTE) week



- Special Instructional are very unhappy that they're not all eligible for the Turnaround School Supplement, because some are not at a Turnaround School 100% of the time
- If Special Instructional Staff are at a Turnaround School one day a week, they should get 20% of the Turnaround School Supplement; if they are at a Turnaround School three days a week, they should get 60% of the Turnaround School Supplement
- It is time to have a substantive discussion about including Special Instructional Staff; there are real equity and morale issues with only allowing a portion of the instructional bargaining unit to receive the Turnaround School Supplement and Special Instructional Staff deserve to be honored and compensated
- For those who were not aware, there was first a Hard to Staff (HTS) supplement of \$5,000.00 for classroom teachers at five (5) schools, then Teacher Incentive Fund (TIF) funding was available for a limited amount of time and the Opportunity School Supplement Program (OSSP) was around for three (3) years and provided "\$2,100 or more" to classroom teachers at sixteen (16) schools
- The Turnaround School Supplement was created in response to major concerns about manageability of the OSSP from both the District and TALC
- Some background on the Turnaround School Supplement: the original agreement was that the Turnaround School Supplement would only be provided to employees who are assigned to a Turnaround School, based on their location in PeopleSoft
- There are significant manageability issues associated with trying to track who is at what school for what percentage of the school year, which is why the decision was to go by the location in PeopleSoft
- At the time the bargaining teams agreed on the Turnaround School Supplement, there was no Special Instructional Labor/Management Committee, so this issue was discussed at a TALC Labor/Management Committee meeting
- The TALC Labor/Management Committee reviewed the bargaining minutes, which explicitly referenced Special Instructional Staff positions like School Nurses and School Social Workers and that they would be excluded



- The District agreed to honor spirit of the language, rather than the letter of the language; a workaround was developed, but it still limits who is and is not eligible for the Turnaround School Supplement
- Currently, Special Instructional Staff who spend 100% of their time at a Turnaround School for 100% of the school year do receive a lump sum payment in the amount of \$4,000.00, which is usually paid at the end of the school year
- The workaround still requires a lot of back and forth and work behind the scenes to validate lists for payment
- Not surprisingly immediate supervisors, including school-based administrators, are not always able to account for whether a Special Instructional Staff member has served 100% of their time at a Turnaround School for 100% of the school year; we've had people hired late or leave early, we've had people serving multiple Turnaround Schools, all kinds of difficult to anticipate situations
- We need to continue to have discussions about how to support Special Instructional Staff, but what we've got now is far better than where we were a few years ago with the OSSP and HTS supplements
- We need something that is manageable and equitable
- We were hopeful that more schools would start to provide wraparound services, but one of the biggest challenges has been that funding has fluctuated for these schools, based upon Title I status or available grant funding
- The workload and expectation for employees at these schools does not fluctuate and still resembles the workload of a full-time social worker
- It's important to recognize that these schools are Turnaround Schools because of student demographics, and while Special Instructional Staff may be itinerant, the needs of the students do not fluctuate
- Manageability is a two-way street, a full-time workload for an employee who is only at a school part-time doesn't really change. We need to figure out a way to do right by all employees and find a way to track the days that Special Instructional Staff are working at Turnaround Schools
- There is no disagreement from the District that we need to continue to work at this, but there's been nothing offered in terms of how we can do things better



- To clarify, the additional three (3) schools would receive the Turnaround School Supplement for FY21 (2020-2021 school year) only, meaning it would end at the same time as the current seven (7) schools, then the Turnaround School Committee will return with a recommendation for FY22 (2021-2022 school year) and FY23 (2022-2023 school year) in the future? Yes, that's correct
- Is there funding to add these three (3) schools for this FY21 (2020-2021 school year) only? Yes, the funding is part of the bargaining authority presented; a ballpark estimate is that it would cost around \$800,000 to add those three (3) schools
- The current funding for the other seven (7) Turnaround Schools is already set aside in the District budget because it is recurring expenditure
- There are too many variables in terms of how Special Instructional Staff are assigned to work at certain schools; in the past TALC expressed concern that District administrators could assign people to schools to reward or punish them
- Although the District and TALC have worked to prevent this from being a continuing issue, as evidenced by the formation of the Special Instructional Labor/Management Committee and other changes, we're still concerned that this might be a slippery slope
- There are Special Instructional Staff who serve students from similar circumstances who will not receive the same compensation, so maybe we should look at this concern differently
- Adding Special Instructional Staff to the Turnaround School Supplement could lead to other unintended consequences, so we should deal with things head on
- Can we ask the Turnaround School Committee to come up with a plan to recognize employees who are at schools only one day per week; it's the "Turnaround School" supplement, not the "Turnaround Teacher" supplement and we need to find a more equitable way to do this moving forward
- There are Special Instructional Staff who have been at these schools for a long time; the social worker at East Lee County High (ELCHS) has been there since the school opened
- There is quantifiable data that will show you that the caseload, parent contacts, and referrals are all higher than those in other schools



- As a reminder, although this is part of the District's proposal it is not the District's recommendation, it is the recommendation of the Turnaround School Committee, which is made up of instructional staff and school-based administrators from Tier III schools, and one or two District administrators
- There has been discussion in the Turnaround School Committee for the past few years that \$2 million is not enough money to solve all of the problems in our community that stem from poverty
- Rather than continue to critique the recommendation of the Turnaround School Committee at the bargaining table, can we provide some direction to the Committee? If the bargaining teams are not happy with the recommendation that's been put forward, then we need to ask them to come back with a different recommendation
- The Turnaround School Committee is interested in advancing the cause of the Turnaround Schools in whatever ways they can, that's clear; there are other non-bargaining related recommendations that they would like to present during the second half of FY21 (2020-2021 school year), for example a desire to have attractor programs at each Turnaround School
- We've been down this road before where a Committee spends a year or more preparing a recommendation only to have it shot down by the bargaining teams and it's incredibly frustrating for those who have volunteered their time to serve on these committees

Caucus

TALC Report Out: We had a lot of lively discussion. There are a few members of the Turnaround School Committee on the TALC Bargaining team. Discussion really centered around process and equity, and not so much the proposed addition of the three (3) schools. The Turnaround Schools Committee talked about a number of recommendations, what the teams heard tonight was only one piece of the pie; one small piece of how to support these schools. The teachers and administrators on the Committee are constantly talking about how to keep schools out of Turnaround School status. We are working on many more recommendations.

District Report Out: We discussed the history and intent of the Turnaround School Supplement and the additional ways we can continue to look at the



evolution of Turnaround Schools. This all started with the desire to recruit and retain classroom teachers. Years ago, we had over 100 classroom teacher positions that weren't filled on the first day of school. Dr. Adkins called on anyone at the District office who had a teaching certificate to serve in these schools in order to meet the needs of students. There's no doubt that is more challenging to teach a kindergarten class at a Turnaround School than it is elsewhere. We are very proud of the work of the Committee and look forward to their recommendations as we go into the second half of FY21 (2020-2021 school year).

Article 10 (Compensation) – Story - Continued

- The bargaining teams are comfortable with testing the option of adding the three (3) schools to the current Turnaround Schools language in the contract
- TALC has a very strong interest in addressing inequities, especially as it relates to Special Instructional Staff, and we ask that the Turnaround School Committee really look at this more closely
- The District is not opposed to continuing the conversation; the original intent was just for classroom teachers, but we believe the Turnaround School Supplement is working
- We would like to have a conversation about where we want to go in terms of philosophy and manageability
- We believe that District- staffed positions should be treated separately, we are not opposed to a change, but we do have some very real reservations

Option

Add three (3) schools to the list of Turnaround Schools for FY21 (2020-2021 school year): Franklin Park Elementary, Orange River Elementary, Sunshine Elementary

Calendar

Next meeting dates will be 11/16/20 and 11/30/20



Check Out

ARTICLE 9 – DISCIPLINARY PROCEDURES

9.01 – PROCEDURE: All employee investigations shall be conducted in a fair and objective manner. Materials and information regarding the investigation shall be relevant to the investigation and reasonable in scope. Such material and information shall remain confidential until the conclusion of the investigation and appropriate notice is provided to the employee who is the subject of the investigation.

(1) Site-Based Investigation: Allegations of employee misconduct or unsatisfactory job performance shall be reviewed by the site-based or school-based administrator. During the investigation, the District may temporarily reassign the employee. The employee shall be provided an opportunity to be heard regarding all allegations at a meeting with the site-based or school-based administrator.

(2) District-Based Investigation: Professional Standards may initiate an investigation at the request of the site-based or school-based administrator or Superintendent in response to allegations of employee misconduct or unsatisfactory job performance that may result in suspension without pay or termination of employment. During the investigation the District may temporarily reassign the employee.

(3) Administrative Reassignment or Suspension: In accordance with Florida Statute 1012.796, if an allegation of misconduct involves the health, safety, or welfare of a student, the District must immediately suspend the employee, with pay, from regularly assigned duties and reassign the employee to a position that does not require direct contact with students. Employees may be suspended with pay or reassigned pending the outcome of an investigation for allegations not involving the health, safety, or welfare of a student. Suspension with pay or reassignment pending the outcome of an investigation shall continue until an outcome has been rendered by the District and shall not be subject to the grievance procedure.

(4) Right to Representation: If an employee has a reasonable belief that discipline or adverse consequences may result from a meeting with management, the employee has the right to request representation of their choice from the following: the employee's attorney, a union representative, or a co-worker that is a member of the bargaining unit. Notice of representation by an attorney or union representative, or withdrawal of representation may be provided in writing. Notice to an employee's representative shall serve as notice to the employee. Management is not required to inform an employee of their Weingarten rights. It is the employee's responsibility to know their rights and to request representation, if they desire representation.

(5) Pre-Determination Hearing: Employees will be given at least five (5) days written notice, whenever possible, of a pre-determination hearing. Employee shall have the right to representation and the employee may present relevant information in their defense. Allegations will be reviewed at the pre-determination hearing and the employee will be provided an opportunity to respond. After all information has been considered, a disciplinary outcome will be rendered. The Association shall have the right to attend all District-based pre-determination hearings.

(6) Progressive Discipline: Disciplinary action shall be progressive in nature, when appropriate, and may include, but is not limited to: no cause, conference summary, written reprimand, last chance agreement, suspension, termination, reassignment, retraining, or other assistance.

(7) Probationary Period: A new period of probation shall not be used as a form of disciplinary action for an employee who has previously completed their probationary period.

(8) Use of Technology: Email, audio and video recordings, cell phones, and other forms of technology are common in the workplace and may be used in the course of an investigation. The initial review of security camera footage or other technology for the purpose of monitoring employee performance shall be conducted by the site-based or school-based administrator and shall remain confidential during the pendency of an investigation. All records will be provided to the Association as soon as technologically feasible and in accordance with Florida Statute. If security camera footage is evidence in an investigation of employee misconduct, the association will have the opportunity to inspect it prior to and/or during a pre-determination hearing. Disciplinary action will be based upon a totality of circumstances rather than solely upon use of technology.

9.02 - OUTCOME: Any disciplinary action taken while performing regularly assigned duties or supplemental duties shall be only for just cause, as defined in Florida Statute 1012.33 and 1012.335, and Florida Administrative Code 6A-5.056. Employees with Annual Contract status who are recommended for non-reappointment are not entitled to an appeal or the grievance procedure, but may be eligible for a review of their non-reappoint in accordance with Article 5.01.

(1) No Finding: If an investigation results in no finding of just cause, written documentation of no finding will be placed in the investigative file and a copy will be provided to the employee. No finding of just cause is a non-disciplinary outcome and shall not be placed in the employee's personnel file.

(2) Letter of Guidance: If an investigation results in no finding of just cause, a Letter of Guidance may be issued and will be placed in the investigative file and a copy will be provided to the employee. A Letter of Guidance is a non-disciplinary outcome that may be issued to address allegations of potential misconduct, which are unsubstantiated, but could negatively impact an employee's professional standing. A Letter of Guidance offers advice to the employee on conduct to moderate or monitor in order to ensure the employee meets the high ethical standards of public employment. A Letter of Guidance shall not be placed in the employee's personnel file.

(3) Administrative Notes: Administrative Notes are any documentation of a meeting that may result in disciplinary action, including but not limited to an administrator's notes regarding a verbal warning.

(4) Conference Summary: A Conference Summary is a site-based or school-based disciplinary documentation. Any Conference Summary shall be provided to the employee and shall be signed by the employee for the sole purpose of indicating that the employee has received a copy and has had an opportunity to discuss it with their immediate supervisor. If the employee refuses to sign, the Conference Summary will be provided to the employee, indicating that the employee refused

to sign. Employees have the opportunity to submit a written response, which will be attached to the Conference Summary.

(5) Written Reprimand: A Written Reprimand is disciplinary documentation that is placed in an employee's personnel file. Any Written Reprimand shall be provided to the employee and shall be signed by the employee for the sole purpose of indicating that the employee has received a copy and has had an opportunity to discuss it with their immediate supervisor. If the employee refuses to sign, the Written Reprimand will be provided to the employee and a copy will be placed in the employee's personnel file indicating that the employee refused to sign. Employees have the opportunity to submit a written response, which will be placed in the employee's personnel file.

(6) Last Chance Agreement: Last Chance Agreements shall be specific in nature and when appropriate a duration will be specified.

(7) Suspension: The process for suspension without pay shall be governed by School Board Policy.

(8) Termination: The process for termination shall be governed by School Board Policy. Employees will receive written notice of a recommendation for termination, which will include the reason for the recommendation. Employees shall be entitled to a hearing before the Board.