



*THE SCHOOL DISTRICT OF LEE COUNTY and
THE TEACHERS ASSOCIATION OF LEE COUNTY*

**TALC Bargaining Committee
Monday, October 1, 2018
Agenda**

Items

1. Check-In
2. Minutes
3. Article 7 - Department of Juvenile Justice (DJJ)
4. Article 12 – Sick Leave Bank
5. Article 13
6. Article 9
7. Check-Out

Mission: To ensure that each student achieves his/her highest personal potential

Vision: To be a world-class school system

TALC Bargaining Committee
FY19 (2018-2019 School Year)



THE SCHOOL DISTRICT OF LEE COUNTY and THE TEACHERS ASSOCIATION OF LEE COUNTY

TALC Contract Negotiations FY19 (2018-2019 school year)

October 1, 2018

Agenda

Check-in

Article 7 - Department of Juvenile Justice (DJJ)

Article 12 - Sick Leave Bank

Article 13

Article 9

Check-In:

Time Constraints: 6:30 pm

Missing: Jessica Duncan, Heidi Brennan, Sheena Torres-Nunez

Elephants: None

Expectations: Make Progress, Continue Progress Already Made

Minutes: Approved

Story - Article 7 - Department of Juvenile Justice

- The TALC Labor/Management Committee has scheduled a meeting with teachers from the Department of Juvenile Justice (DJJ) on October 2, 2018 to discuss and hear the concerns of instructional staff at these locations.
- TALC has already met with DJJ employees and administration separately; we're working to resolve many of the non-bargaining related concerns
- The meeting with instructional staff at DJJ on October 2nd may impact TALC's interests for bargaining, so TALC would like to continue the conversation about DJJ at the October 15, 2018 bargaining session; TALC believes that bargaining related issues, including the work schedule for DJJ, should wait until then as well, since there is a financial impact and we're not ready to discuss compensation

Option - CONSENSUS

1. In order to have all voices heard, table the discussion of DJJ until the October 15, 2018 bargaining session

Story -Article 12.05 (Sick Leave Bank)

- The TALC Contract states that the TALC Sick Leave Bank (SLB) will be discontinued if the TALC SLB balance falls below a certain threshold; TALC SLB members can also be required to contribute days if the SLB balance falls below a certain threshold
- For the TALC SLB, there are currently 928 members; there was a recent enrollment email sent out, which resulted in 67 new members
- In FY18 (2017-2018 school year), the District informed TALC that the balance was below the threshold for continuation of the TALC SLB; at the time TALC believed this was an important benefit and agreed to a contribution of two (2) days for each member to help address the negative balance
- The TALC SLB balance did not increase in FY18 (2017-2018 school year), in fact the problem grew; the current balance is negative 17,070 hours of leave
- So this means the TALC SLB is running at a deficit, correct
- Yes, and the trend in the data suggests the best option at this time may be to shut down the TALC SLB
- As a conservative estimate, the TALC SLB is running at a deficit of roughly \$500,000.00; that's based on the hourly rate of a teacher with a salary of \$40,000.00, which is the minimum base salary
- If the TALC SLB is discontinued what happens to the hours that are in the TALC SLB? Would those hours be returned to the employees that are members of the TALC SLB?
- There are no hours to be returned to employees who are members of the TALC SLB
- In the past, there was a similar issue with the SPALC SLB and a decrease in the number of days an employee could use from the SPALC SLB was negotiated, it went from 100 days to 20 days; currently the TALC SLB allows employees to use 100 days; these issues with the TALC SLB need to be addressed this year
- In FY18 (2017-2018), TALC leadership approved all requests made by instructional staff to use the TALC SLB
- If the TALC SLB is not discontinued, the financial concerns need to be addressed and a clearer definition of "catastrophic" needs to be drafted
- The TALC SLB has been a benefit made available to instructional staff for many years
- A decline in membership may be due to new insurance options that are offered to all District employees, including short-term and long-term disability coverage
 - The short-term disability coverage comes with two (2) options: 14-day and 60-day; the 14-day option begins to pay after fourteen (14) days of absence if all criteria for a short-term disability is met, the 60-day option begins to pay after sixty (60) days of absence if all criteria is met for long-term disability
 - Both the 14-day option and the 60-day option pay for up to 180 days (6 months) and are designed to dovetail into long-term disability; payment is at a rate that would be comparable to about 100 days' worth of pay, this seems to have been done by design
 - The long-term disability coverage comes with two (2) options: 90-day and 180-day; long-term coverage pays until the employee no longer qualifies based on the definition of disability provided by the insurance company or until the employee reaches the age where they are eligible to receive Social Security benefits

- Under the current definitions, pregnancy is considered a disability and covered under each of the four (4) disability coverage options, regardless of whether the birth is vaginal or a C-section
- The District does not have pregnancy insurance, this would qualify as a short-term disability; an employee can only enroll for short term disability coverage prior to learning they are pregnant; no insurance will be provided after discovering the pregnancy
- The District began to offer accident and critical care insurance coverage about 2 – 3 years ago; these are indemnity policies and the payout is directly to the employee; employees can use these funds to assist with financial obligations as they see fit; these policies are designed to fill in the gaps, until disability insurance kicks in
- How does the TALC SLB payout to a member work? It's the same as if regular sick leave time were being used
- All disability coverage payments are at 60% of the individual base pay. This is an after tax, the employee receives a full 60% of what they would normally earn
- For example, if an employee earns \$2000 per month they would receive \$1200 (60% of \$2000) a month if they are eligible for a disability coverage payment
- Can the TALC SLB become a benefit again at some point in the future if it is discontinued? That would need to be negotiated, but yes, it's possible
- In FY18 (2017-2018 school year), there was a Memorandum of Understanding (MOU) between the parties that two (2) days needed to be taken from TALC SLB members to assist in addressing the deficit; even after taking those days, there's a larger deficit in FY19 (2018-2019 school year)
- The SPALC SLB also experienced a recent deficit, despite decreasing the number of days an employee could use to 20 days; their deficit is not as significant, but it's still a problem
- How did the TALC SLB deficit occur? If there's a threshold for when the TALC SLB is supposed to be discontinued, why didn't that happen?
- There are a number of TALC SLB members who used the full 100 days allotted; there are TALC SLB members who may have been approved to use SLB due to an unclear definition of the term "catastrophic"
- How long has the TALC SLB been running at a deficit? It has been at least four (4) years since the total balance was "in the red" and even with each member contributing two (2) days last year there was a decrease in the overall balance, that has been the case for at least two (2) years
- There was an MOU signed in FY18 (2017-2018 school year) authorizing an additional contribution of days, but there were a number of years where there were no additional contributions and only new members were contributing days. In FY17 (2016-2017 school year), TALC requested that the District try to save the TALC SLB by making an effort to increase membership, thinking this would address the problem
- In FY18 (2017-2018 school year), TALC requested that the District make an effort to increase membership and take two (2) days, thinking this would address the problem; the problem has still not been addressed
- If an employee is not a part of the TALC SLB, he or she cannot draw from the TALC SLB, but even with 900 members giving one (1) day, it only takes nine (9) members using the full 100 days for the TALC SLB to run at a deficit

- The definition of “catastrophic” is important, since this is the term that is used to determine who can use time from the TALC SLB
- In order to prevent a complaint about the denial of a request to use time from the TALC SLB, the District has deferred to TALC’s definition of “catastrophic”
- TALC has approved requests for shoulder surgery, knee surgery, and other routine or elective surgeries that our short-term and long-term disability insurance providers would not consider to be “catastrophic”, as the insurance provider does not have such a definition
- What is the process for requesting to use time from the TALC SLB?
- Once an employee has submitted the appropriate documentation, both TALC and the District have to approve the request to use TALC SLB time, an employee must have ten (10) days of leave without pay prior to TALC SLB days being used
- We would need a contribution of three (3) days from each TALC SLB member in order to bring the TALC SLB out of the current deficit and a contribution of four (4) days to meet the threshold in the TALC Contract requirement for the TALC SLB to continue; the TALC Contract states that we must maintain a minimum of three hundred (300) days in the TALC SLB for it to continue
- The risk of telling TALC SLB members that they will need to contribute three (3) days is that they will decide that they no longer want to be a member of the TALC SLB
- For several years, the number of members leaving the TALC SLB has been higher than the number of members entering the TALC SLB; it’s not a one to one, more people are deciding that they do not want to be a part of the TALC SLB
- Is there statutory language that requires a specified enrollment period for the SLB
- No, that is more a function of manageability; our insurance vendors will tell you that an open enrollment period limits the amount of adverse selection, meaning without a defined enrollment period people will come and go from the TALC SLB programs whenever they want or need those benefits, instead of being part of an ongoing program, which would create further instability
- How many people are currently using time from the TALC SLB?
Payroll will need to look into this and get back to you with an exact number
- For reference sake, 928 teachers contributing one (1) day would be roughly 7200 hours, two days would be 14,400 hours, compared to the current deficit that is not that many hours
- Have TALC SLB members made a contribution this year? No, everything is on hold until the bargaining teams make a decision about how to proceed with the TALC SLB and whether it should be discontinued
- Ten (10) years ago, when I joined the TALC SLB, I contributed one (1) day; in random years since then I have contributed additional days; new participants contribute one (1) day when they join
- The MOU from FY18 (2017-2018 school year), had members contribute two (2) days and we are now discussing the possibility of them being asked to contribute at least one (1) day this year, which would mean they’ve contributed three (3) days in two years to try to save the TALC SLB
- From a financial standpoint, the District cannot afford to keep things at status quo; it is not financially feasible for us to allow the TALC SLB to continue as it is right now

- We're not looking for a resolution today, we wanted to share the information and allow you to take it back to discuss with your members
- Additional questions can be brought up at the next TALC Labor/Management Committee meeting on October 10, 2018 and we can resume the discussion at the October 15, 2018 bargaining session
- Is it possible to have a second open enrollment period for short-term and long-term disability coverage for FY18 (2017-2018 school year)?
- No, the insurance vendor sets the open enrollment period; but open enrollment will be happening again soon enough
- Does the debt remain if the TALC SLB is discontinued?
- The members who used TALC SLB time have already been paid, which is why we have the deficit that we do; the District cannot afford to have a program continue that compounds this type of debt
- Is the question about whether the debt would remain, because you're wondering if it would have an impact on the bargaining authority money for this year? Yes, if we decided to discontinue the TALC SLB do we have to repay the debt of the TALC SLB from this year's pot of money? The question isn't clear; money has already been paid out to the members who used TALC SLB time; we have not discussed the bargaining authority for FY19 (2018-2019 school year) yet so that would need to be discussed later; we cannot proceed with the status quo without creating an additional deficit for the TALC SLB
- The District does not want to just shut down the TALC SLB, even though the TALC Contract provides the District with the authority to do so; the District has acknowledged TALC's interest in maintaining this benefit in the past, but our plans to keep the benefit as is have not worked, something must be done this year
- Would discontinuing the TALC SLB with a negative balance mean that we could negotiate for the TALC SLB to be continued at a later point without having to pay the District back for the deficit? In other words, would some sort of payment be required later in order to bring the balance of the TALC SLB back to where it needs to be
- Bringing the balance of the TALC SLB back to where it needs to be is not necessarily the goal here, preventing an increased deficit is the goal
- If the TALC SLB is discontinued, can we have information sessions for employees to understand how the TALC SLB works and can it be continued with a balance of zero (0)?
- We have not discussed options, but we can discuss information sessions; the District is not able to consider continuing the TALC SLB with the same rules that are currently in place
- To get the TALC SLB to a zero (0) balance it would mean a contribution of three (3) days for each member. The TALC SLB must have a balance of 30% of the number of SLB members, which means we would need a contribution of at least three (3) days. TALC SLB membership may drop if employees are told they need to contribute more than three (3) days in one year, not to mention that it would put some people closer to being eligible to use TALC SLB hours

CAUCUS

TALC Report Out: We recognize the desperate need to redefine or define "catastrophic" illnesses or injuries. We discussed the rules for a request to use TALC SLB time and how we

believe that the benefits of the TALC SLB were not marketed well in the past. We discussed restricting the use of TALC SLB time to a set number of days; and if we were to declare “bankruptcy” whether we would be able to discontinue the TALC SLB, tweak the conditions and continue the TALC SLB at a later date with tighter restrictions. We would like to know if the negative balance can be forgiven and if the TALC SLB can start with a zero (0) balance or if the negative balance would be carried over. We think the answer to these questions would impact our position when discussing the TALC SLB.

District: No Caucus

- The District is not able to answer that question at this moment; this is not a decision that we can discuss without knowing more about where we’re going with compensation and the District would need to meet with the executive team to have a conversation about the discontinuation of the TALC SLB
- TALC is committed to saving the benefit, but further discussion is necessary. Can we take a couple weeks to talk with members and get an idea of how they feel? Yes

Option - CONSENSUS

1. Article 12 and Sick Leave Bank to be tabled until the October 15, 2018 bargaining session

Story - Article 13 (Participatory Decision Making)

- The TALC Labor/Management Committee members were provided with proposed language for Article 13 earlier today. This language is based on conversations we’ve had both at the bargaining table and in the TALC Labor/Management Committee meetings
- The proposed language includes items we already have consensus on, including moving existing language about bargaining related committees to Article 13
- TALC would like for everyone on the bargaining team to be shown this information
- The District was not prepared to discuss this at the table tonight; we were under the impression that we would be providing an update on the progress of the TALC Labor/Management Committee, but we can show the proposed language on the screen and make copies available to everyone before the next session
- There is the same basic language that exists regarding the Interest-Based Process and Participatory Decision Making; District-based committees are listed and so are school-based committees; there is some clarification of the expectations for school-based, which is something that TALC requested as part of their efforts to increase awareness about school-based committees like the School Calendar Committee or the School Safety and Security Committee
- The existing TALC Contract language is still there, some of it has been clarified or standardized to show specific information about each committee that’s already being tracked by the District
- We’ve clarified that the TALC Labor/Management Committee and the Bargaining teams are at the top of the “food chain” and all committees ultimately report to them in one way or another

- There's been some clarification of the waiver language, since there was some question about how that language is being applied district-wide
- In the school-based committee language, it states that the TALC Lead Representative or other representative of the instructional staff shall be on all school-based committees; does this mean the two members on the committee who are instructional staff must be dues-paying TALC members?
- The District is open to discuss this language, however that language does not currently exist and TALC makes the decision to appoint committee members who are, for the most part, dues-paying TALC members
- Adding that you must be a dues-paying TALC member may restrict the school from having these committees, if there is not a TALC representative or TALC member to sit on the required committee(s)
- The verbiage could be changed to add "...or TALC designee", meaning a TALC member can be on the school-based committee or can appoint someone, rather than having a committee member that is elected by instructional staff at the school
- At a quick glance, only Fort Myers Beach Elementary (FMBE) would be affected by a requirement that school-based committee members be dues-paying TALC members, since FMBE is the only school with just one dues-paying TALC member
- TALC should be represented on all bargaining related committees, but the language needs to allow for non-members to participate as well; if it is not, then we are opening the door to an unfair labor practices complaint
- TALC has long held the position that committee members should be dues-paying members, but this should not be the sole basis determining eligibility for committee participation; it could be construed as preferential treatment for people based on their status as a union member, which is a violation of Florida Statute
- TALC leadership can make recommendations based on whatever criteria they feel is appropriate, but the District must remain neutral when it comes to union status, we cannot take a position that is in favor of or against union membership
- TALC is the exclusive bargaining agent for all instructional staff, therefore, TALC should be the exclusive voice for presenting concerns
- TALC has a strong interest in appointing dues-paying TALC members to school-based and district-based committees, because of the contractual implications
- Principals agree that TALC should be represented on these committees and feel that TALC is represented by the proposed language, which says a TALC Lead Representative or designee must be on the committee
- When it comes to school dynamics and instructional staff, there are a number of voices that need to be heard
- TALC Lead Representatives have the ear of the principal, but so do other instructional staff members and principals must be able to focus on instructional staff as a whole
- TALC is the voice of instructional staff on district committees and school committees
- In many schools there are leadership teams of eight (8) members with no TALC member on the leadership team
- If the decision to appoint a committee member is based on his or her status as a union member the District and TALC would be violating Florida Statute; TALC's interest is understood, but it's a violation of the law; we live in a right to work state

- Instructional Coaches are sometimes the only people on the leadership teams, not the athletic coaches; not all voices are being heard
- TALC will never recommend the appointment of a non-member to a bargaining related committee; the instructional leadership committee has the power to request changes in how contract language is applied, that committee could change working conditions at a school and there should be a TALC Representative on this committee; many schools do not include a TALC Representative
- A principal's hope is that the people on the instructional leadership committee would be diversified, so they can hear the voices of several members of the instructional staff; TALC Representatives are often a part of other committees in the school; consistency is important, but so is diversity, especially when you have new staff with new ideas or perspectives
- The proposed language would guarantee that TALC will have a seat at the table; requiring that all seats at the table be filled by dues-paying members may result in an unfair labor practice complaint
- With the specified number of committee members and specified elected committee members, will there be three (3) or four (4) seats open on a committee after the guaranteed TALC seat being filled?
- Additional seats would be filled in the same way that they are for school-based committees currently
- There would be two (2) administrative members, one (1) TALC Lead Representative member, and two (2) other members who are elected by instructional staff at that school making a committee with a minimum of five (5) members
- The proposed contract language states, "no less than 4 members will be on a committee with one of those four (4) seats being guaranteed to a TALC Lead Representative or TALC designee"; there could be more than four (4) members on a committee
- Will Interest-Based training be provided to members of school-based committees? Some buildings need to understand that certain items need consensus to pass and an investment of training time would be beneficial; yes, we're currently working to train all district-based committee members, but we can target school-based committee members next
- Much of the proposed language is already in the contract, some of it is new and some of it is being moved to Article 13
- How do we know what is the current language and what is the new language? You'll have to read it, this would be a complete strike-through and was done to make the entire article more readable and a better reflection of what is currently going on
- How are committee members selected based on the existing contract language? It depends on the committees, however the TALC Labor/Management Committee normally discusses appointment to district-based committees; our collaborative relationship is based on having productive conversations, so we want the right mix of people on these committees
- There is some new language in the proposed language that includes the names of committees
- The language about committees was in various Articles throughout the contract; most of this language has been moved, without change, to Article 13 as previously discussed; there was consensus to do so, because it makes it easier to read when it's all in one place. So, this move would put all committee references in one article of the contract? Yes

- The TALC Labor/Management Committee has discussed that many schools do not know that school-based committees are required by the TALC Contract
- Looking at the list of committees in the proposed language it looks like we are missing a few district committees:
 - TALC Evaluation Committee,
 - Career Ladder Committee,
 - Code of Conduct Committee
- That has to do with the source of authority for establishing the committees; there are committees that are bargaining related, which means the source of authority is in contract language and there are committees that are formed at the request of the Superintendent
- The TALC Evaluation Committee and Career Ladder Committee are not bargaining related, they are formed at the request of the Superintendent
- Management has the right to set and enforce the standards of performance, so when it comes to evaluations the District is not required to bargain details of performance evaluations
- Other districts decide not to involve their union counterparts and it does not work well for them, they don't have the collaborative relationship that we do, it's much more adversarial
- The Superintendent and our District believe that it's important that instructional staff have a say in how they are evaluated; because of the collaborative relationship that TALC and the District have built, teachers have seats on those committees
- The Career Ladder Committee has benefited greatly by having TALC participation; there are teachers on the committee who have worked with administrators at their school and at other schools to help with communication, problem solving, and planning
- The Student Code of Conduct Committee is organized by Student Services; the District intends to arrange for TALC to have a seat on the Committee, but the Committee does not discuss terms of employment, so it's not a bargaining related committee either
- The Career Ladder Committee discusses compensation as it relates to teachers Career Ladder Movement, so why is it not a bargaining related committee?
- The bargaining teams make all decisions related to compensation; the Career Ladder Committee is primarily focused on the creation of an advancement and promotion system, which is heavily tied to setting and enforcing standards of performance
- Compensation related to Career Ladder Movement has only been negotiated for the past two years, the Career Ladder Committee has existed for almost five years and makes a recommendation to the bargaining teams, but it's purpose is more closely tied to a management right than bargaining
- The Career Ladder Committee does not have the final say or negotiate dollar amounts tied to Career Ladder Movement
- The District still follows the requirements for public notice of these meetings and believes that it's important that instructional staff be involved in the conversation; the District has done a lot over the past three years to improve communication and transparency when it comes to the work of these committees, it's in everyone's best interest

Option - CONSENSUS

1. Send proposed contract language for Article 13 to the bargaining team and continue the discussion at the October 15th bargaining session

Story - Article 9 (Disciplinary Procedures)

- Article 9 (Disciplinary Procedures) is a new article that was created in FY18 (2017-2018 school year) after existing language was moved from Article 5 (General Employment Practices); the reason for moving this language was to make it more prominent and for information about disciplinary procedures to be more readily accessible for both instructional staff and administrators
- TALC has an interest in explaining progressive discipline, so administrators and instructional staff are on the same page
- TALC would like to be clear that this language is not being added in an effort to have something to bring a grievance about, since that may be a concern of the District
- Disciplinary action is not grievable; TALC is only able to file a grievance if due process was not provided

Option

1. Spell out the steps of progressive discipline in Article 9 (Disciplinary Procedures)
 - Those steps being: Conference Summary, Verbal Warning, Written Warning, Written Reprimand, Suspension, and Termination

Story - Article 9 (Disciplinary Procedures) (continued)

- Please clarify what you mean by “spell out”
- TALC is concerned that the majority of instructional staff do not know the parts of a FRISK document or how progressive discipline works; Option 1 is meant to provide that information
- TALC would like the language about disciplinary procedures to include the different levels of progressive discipline, with the understanding that administration is able to escalate the discipline to a higher starting point when warranted
- The fact that the majority of instructional staff do not know how discipline works is a positive; it means that we have good, decent, honest, hard-working employees who don't get into trouble
- The majority of instructional staff also do not know that there is a department dedicated to investigating employee equity and misconduct complaints, Professional Standards and Equity, or one that handles all grievances, Compensation and Labor Relations; other Districts have dozens of grievances a month, we didn't have a dozen total last year with SPALC and TALC combined
- The lack of intimate knowledge is a positive testament to the collaborative nature of the relationship between labor and management; we work out a lot of our differences in committees and it's mutually beneficial
- Option 1 is not sufficient; language would need to be added in regard to escalation to a higher level of discipline; it's not clear that people would understand that progressive discipline doesn't mean you start at the bottom, it means you start at the level most appropriate and you work your way up from there

- The SPALC Contract has some model language, including a reference to Last Chance Agreements; progressive discipline isn't just about the different types of disciplinary outcomes
- What is a “last chance agreement”? Last Chance Agreements are like a settlement agreement; typically there is a pre-determination hearing, discipline is rendered and the District agrees to forgo more severe punishment as long as an employee does “X,Y,Z”, which basically amounts to: as long as the misconduct does not happen again, you can remain in your current position, but if it does happen again then you will be terminated and there will be no appeal process; so a second offense would be an immediate dismissal
- Can you provide an example of a case where a Last Chance Agreement might apply? Last Chance Agreements are pretty rare and usually involve misconduct that does not have a direct impact on an employee's performance of their assigned duties, but does not reflect well on the District or on the employee's status as a public servant
- For example, if someone has a substance abuse problem and is arrested for driving under the influence, that's a problem; taxpayers and parents hold all District employees to a different standard and criminal arrests must be reported to the District and to the Florida Department of Education
- If a teacher were arrested for driving under the influence and reported it immediately, began treatment for alcohol abuse, never missed a day of work due to the arrest, no one was injured and there was no property damage, and they're otherwise a model employee, the District may offer a Last Chance Agreement that says they'll receive a letter of reprimand and won't be terminated as long as there's no future arrests and they comply with the terms of treatment set out by the Employee Assistance Program (EAP); there would likely be other restrictions on their employment too, such as not being able to operate a District vehicle or transport students
- Obviously, Last Chance Agreements are not offered to employees who are accused of misconduct that constitutes a health, safety, and/or welfare concern for students or other staff members

Option

1. Add that “termination or other strong consequence may result”

Story – Article 9 (Disciplinary Procedures) (continued)

- Progressive discipline does not mean that discipline is always at the lowest level first, then progresses from there; it means discipline occurs at an appropriate level and may escalate if needed; you don't start with a verbal warning for someone who is doing something like punching students, that's not how it works
- TALC likes the language in SPALC Contract Article 5.09 (Disciplinary Procedures)
- When was the SPALC language drafted? It has been there for several years, there have been a few minor modifications over the past few years, including the addition of the Last Chance Agreement language, which was added two or three years ago as a memorialization of a standing practice in the District
- When looking at SPALC Contract Article 5.09 (Disciplinary Procedures) it looks like it covers everything that TALC is requesting, except a reference to “Conference Summary”

- TALC would like to see language added about Weingarten Rights, so teachers are aware that they have the right to representation, which it appears is included in the SPALC Contract language
- TALC believes it's important that a teacher be informed of the context of a meeting with school administration before attending the meeting
- Many times instructional staff are caught in the hallways or sent a simple email that says "Please see me." with no reason behind the request; this causes undo stress for teachers
- Weingarten provides that investigatory meetings should take place at a specified time and the topic of discussion should be known, this is an issue district-wide
- A "Please see me" message may be sent, because the principal is not aware of a situation and needs more information
- For instance, if a parent reports a concern, the principal may need to do some fact finding before returning the parents phone call
- Sometimes it is difficult to know whether a situation is one that may result in discipline until you've gathered some information; most of the time teachers help clear up confusion and there is no disciplinary action to be taken, because no one did anything wrong
- Sending an email that says, "Come chat with me for a few minutes" does not allow an employee enough time to gather the documentation that they need to bring to the meeting; TALC would like members to have time and ability to prepare for the meeting
- An employee can stop the meeting and request representation at any point in time, if they do not feel comfortable
- It's the responsibility of employees to know and exert their Weingarten Rights; they need to know that they have the right to representation, it is not up to administration to make that determination for an employee
- The majority of administrators work with TALC and will notify them or the employee that they have the right to bring a union representative
- There are times when Professional Standards and Equity is involved in a preliminary investigation into allegations of employee misconduct and they always advise principals to reach out to TALC or SPALC before they schedule an investigatory meeting
- Principals are often unable to share information about the nature of a complaint if it involves Professional Standards and Equity, because of the types of cases that they handle
- Sometimes a principal will see an opportunity to bring an employee in for some coaching, but as the conversation progresses the employee gets upset because they believe the coaching is a negative mark and the employee's response to the situation then leads to disciplinary action; there are unique situations at both extremes that need to be considered when we're discussing the "please see me" emails
- As a principal, I would rather speak with a teacher before calling a parent back, so I am not blindsided and can defend my teachers if they did not make any mistakes; not being able to do so would make them more vulnerable if the situation becomes escalated and I still haven't had the opportunity to talk to the teacher
- It's important I know what is going on, so I can take the appropriate corrective actions and provide some protection for my employees while addressing the concern; principals

do their best to consider all key stakeholders, sometimes parents are upset about a situation and don't have the full picture because of what their child told them

- Principals reach out to TALC on a regular basis when they think a meeting with an employee may end up being adversarial, even if it's not an investigatory meeting where Weingarten Rights apply; this happens in the vast majority of cases
- The District encourages principals to contact TALC to see if they are able to assist with de-escalating situations or coming up with solutions to problems before they arise
- It seems like it would be common courtesy to give a person some sort of idea about why they are being asked to meet
- The District believes that even when Professional Standards and Equity is not involved, principals still reach out to TALC to inform them that a person may request representation at a meeting and that they generally attempt to schedule around the availability of TALC
- Does TALC have a different perception? If so, we would like to know
- For the current school year, TALC has received maybe three (3) calls from principals; we would not say that this happens a lot
- Can TALC quantify how common of a concern the "Please see me" email is? We have not heard about this at all in the past few years, either at bargaining or in the TALC Labor/Management Committee meetings
- TALC does not have any data, exact numbers, or percentages, but our best guess is that 70-80% of the time teachers are told by administration to "please see me", while passing in the hallway or via email, it ends up in an investigatory meeting
- Teachers would feel more confident if they were prepared and better able to logically explain what happened in a situation they are being asked about
- TALC received an email over the weekend from an instructional staff member who was told to report to a new location on Monday; the email stated the employee did not know why they were being moved to a new location
- The principal should have had a discussion about the situation with the employee with representation present, instead of the teacher not knowing the reasoning behind the move
- Situations like the one you just described only happen when there is an investigation that rises to the level that Professional Standards and Equity is involved, which means there is a health, safety, and/or welfare concern and the employee is being administratively reassigned pending the outcome of an investigation, because that's what Florida Statute requires
- The situation described is nowhere near the same category as what we have been discussing, regarding "please see me" emails
- Administrative reassignment pending the outcome of an investigation is a decision made by Professional Standards and Equity; principals are not able to divulge information about District level investigations to the employee under investigation, unless Professional Standards and Equity has told them they are allowed to do so
- Professional Standards and Equity is involved in situations where the health, safety, and/or welfare of a student is a concern, in situations that involve law enforcement or DCF, or other significant cases where Florida Statute requires the immediate removal of a teacher from contact with students

- There was a state-wide investigation several years ago and it was found that many districts were not following removing teachers from contact with students until the completion of an investigation; students in other districts were being harassed or threatened for reporting concerns or teachers were continuing to commit misconduct while being investigated
- Sometimes a complaint is serious enough that it needs to be investigated by Professional Standards and Equity, but is ultimately not substantiated
- It's in everyone's best interest that the person the complaint is against be removed from the situation, in order for there to be a clean investigation; it's about having an investigation that will hold up to scrutiny, but it's not always a user friendly process
- There are employees who have been administratively reassigned pending the outcome of an investigation and the allegations are found to be false and no discipline is rendered
- There is a big difference in the level of severity when it comes to a school-based investigation of a complaint and a formal investigation by Professional Standards and Equity
- Principals agree that the hardest thing about a Professional Standards and Equity investigation is that they're not able to say anything to the employee that is under investigation; it's especially difficult when your gut tells you the complaint is not true, because you know what that person is going through
- It is very hard to sit back and let the process run its course, but you have to have faith in the process and confidence in the work that Professional Standards & Equity does
- If I tell any one of my seventy (70) employees, "I need to see you for a minute", 99% of the time it's usually because I need a favor, not because they're in trouble
- When we add contract language on certain topics, like discipline, there's a concern that it is going to be used against the supervisor at some point
- As mentioned earlier, it could be that a principal asks to meet with someone and had no concern when the employee entered the meeting, but based on the employee's reaction the meeting ends with the principal having a concern; adding language would open the door for a principal to be accused of calling a meeting to discuss a concern, when that's not what's happened
- District-based investigations impact less than 1% of employees district-wide annually; no employee is administratively reassigned without some knowledge of why they are being reassigned; it doesn't matter whether they are told by their principal or Professional Standards and Equity
- Employees who are under investigation are always informed; they are read a letter that they receive in the mail and provided with a basic explanation of the nature of the allegations
- A full complaint may not be shared with them at this time, but they receive all of the information available prior to their pre-determination hearing
- When a person is being given that much information all at once they often become overwhelmed and are unable to take in all of the information
- Professional Standards and Equity is very sensitive to the gravity of the situation and an employee who is under investigation can call at any time to request a status update; prior to their pre-determination hearing they receive a packet of information, so the employee has appropriate notice of the allegations and never goes into that meeting blind

- TALC’s concern is specific to school-based investigatory meetings; in particular, an employee not having to inquire as to the nature of the meeting when asked to “stop by”; one employee asked for more information and was told “just come by my office”
- Along the lines of differentiation for the purposes of the Option, onsite issues or external issues would need to be amended or another option presented to discuss onsite procedures

CAUCUS

TALC Report Out: Stories were shared of similar situations that have prompted our discussion on meetings and the need for language stating principals need to provide reasons to teachers for brief meetings after school or on breaks. Some stories included:

- Administration gave me a focus area on a walk-through; three (3) to four (4) weeks later, the principal saw me in the hallway and asked that I stop by, it would have been nice to hear “can you stop by to discuss your walk through”, then I would not have been wondering what the meeting was about all day and I could have been prepared with documentation
- My school has very few issues, but even with the good relationships between teachers and administration, teachers bring up the concern of having a “please see me” email and that it causes them to lose focus for the rest of the day
- I received an email from administration that said “SEE ME AT THE END OF THE DAY”; it was written in all capital letters; when I tried to ask what the meeting was about, I could not get in touch with administration; no one else knew the reason for the meeting, but it took me three (3) days to coordinate schedules with administration so we could meet, this caused me undue stress
- As the new TALC President, I have had the same thought; now in my new leadership role, I have seen how not providing a subject for the meeting has led to undo stress; I told a TALC Rep. “we needed to talk”, intending to just catch up with them about a concern they had and they became nervous, as if they had done something wrong or they were in trouble; I remember feeling this way from time to time with the previous TALC President, because being the TALC President is similar to being a principal: the seat of authority carries weight

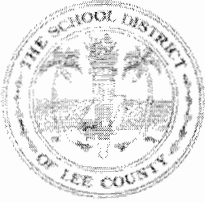
District Report Out: We agree about the importance of trying to remove the “fear” factor from the conversation. We have all had situations where this happens and a brief panic sets in. Positive relationships are critical to the success of our District and to the interest-based process. We believe that positive relationships are not something you can create with contract language, because there are days where even the best principals do this without intending it. The District is open to speaking about this concern during the October principals’ meeting later this week and we can share the anecdotes that were provided. We are not convinced that contract language is needed.

Story - Article 9 (Disciplinary Procedures) (continued)

- At the October 15th Bargaining Session, will a new Option be provided, or are we going to be considering the same Option as it is now? Will TALC be coming to the table on October 15th with a new Option?
- We like the SPALC language, but need some time to look the language over more closely

- The notice of meeting issue is very important to TALC; whenever language is added to the contract there is always a fear that there will be a grievance if it's not followed; TALC does not see this as a grievable offense
- We are all human and everything starts with relationships; the District is having Crucial Conversations trainings with administrators so that we can continue to build better relationships
- At a training over the summer with administrators, they were told that pulling out the TALC Contract should be your back-up plan, relationships should be your primary focus
- The District tells school administration on a regular basis that TALC is willing and able to assist with diffusing situations; TALC is not your enemy and is there to help
- When TALC had guests in from across the nation to assist with a membership drive, many schools who hadn't heard from TALC in years called the District to ask why TALC was contacting them and if they'd done anything wrong
- After Dr. Pruitt sent an email out, explaining the reason for the visits, communication improved and principals went out of their way to open their doors for these guests; they wanted to show off the collaborative relationship that we've built; this shows how a little communication goes a long way and relationships matter

Check-out



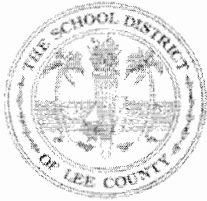
**THE SCHOOL DISTRICT OF LEE COUNTY and
THE TEACHER'S ASSOCIATION OF LEE COUNTY**

**TALC Bargaining Committee
October 1, 2018
Sign-In**

COMMITTEE MEMBERS		
Name	Position	Initials
Dr. Angela Pruitt, Chair	Chief Human Resources Officer	AP
William Rothenberg	Director, Compensation & Labor Relations	WR
Mike Gatewood	Compensation & Labor Relations	MG
Ben Ausman	Principal (Bayshore Elementary)	BA
Greg Blurton	Business & Finance	GB
Carl Burnside	Principal (Dunbar High)	CB
Jessica Duncan	Director, ESE	
Rachel Gould	Principal (Mariner Middle)	RG
Kim Hutchins	Director, Payroll	KH
Bonnie McFarland	Insurance & Benefits	BM
Shannon Smith	Staffing & Talent Management	SS
Brian Williams	Staff Attorney	BW
Dr. Kerr Fazzone	Director, Island Coast FEA	KF
Kevin Daly	President, TALC	KD
Heidi Brennan	Curriculum & Staff Development	HB
Christine Carberry	Buckingham Exceptional Cener	CC
Jill Castellano	East Lee County High	JC
Samantha Hower	Mariner High	SH
Amy Johnson	Mariner Middle	AJ
Christina Linder	Ray V. Pottorf	CL
Bob Scoppettuolo	Three Oaks Middle	BS
Christina Sterrett	Tortuga Preserve	CS
Sheena Torres-Nunez	Student Welfare	SN
Anna Whitten	Colonial Elem	AW

Mission: To ensure that each student achieves his/her highest personal potential
Vision: To be a world-class school system

TALC Bargaining Committee
FY19 (2018-2019 School Year)



**THE SCHOOL DISTRICT OF LEE COUNTY and
THE TEACHER'S ASSOCIATION OF LEE COUNTY**

GUESTS		October 1, 2018
Name	Position	Initials
Susan Delago	teacher	
VICKI Santopoli	teacher	vas
Ann Seeley	teacher	as
Melissa Raf	teacher	mr
Samantha Severance	teacher	SS
Mina Serrano-Doreling	Teacher	MS
Korie Remeo	Teacher	KR

Derek Stone Teacher ds

Matthew Estvez Teacher ma

Mary Palacios Teacher MEJ

Carol Heugler Counselor CH

Elizabeth Subbert Teacher st

Monica Hamme Teacher mt

Mary Christy Teacher m

Miriam Santiaez Teacher MEG

Charla Fox Teacher cf

Diana Johannes Schwab Teacher ds

Jean Dawner Teacher JD

Karie Rathbun Teacher KR

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Debra Graves Teacher

TALC Bargaining Committee
FY19 (2018-2019 School Year)