



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

**TALC Bargaining Committee  
Monday, November 26, 2018  
Agenda**

**Items**

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1. Check-In
2. Minutes
3. Article 9 – ( Disciplinary Procedures)
4. Article 2 – (Rights, Privileges, and Responsibilities)
5. Article 12 – (Leave)
6. Article 5 – (General Employment Practices)
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)**

**November 26, 2018**

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**Agenda**

Check-in

Article 9 (Disciplinary Procedures)

Article 12 (Leave)

Article 2 (Rights, Responsibilities & Privileges)

Article 5 (General Employment Practices)

Calendar

**Check-In**

Time Constraints: 7:00, 7:15

Missing: Jill Castellano, Christine Carberry, Amy Johnson, Carl Burnside

Elephants: (none)

**Minutes**

To be approved at the December 10<sup>th</sup> bargaining session

**Story - Article 9 (Disciplinary Procedures)**

- The District reviewed the language proposed by TALC, which was presented to the TALC Labor/Management Committee; the language includes changes to existing TALC language and modifications of language in SPALC Contract (see attached)
- There are two significant changes that are worth mentioning:
  - The proposed language states that the person making the allegation needs to put it into writing before anything can be done to address alleged misconduct
  - The proposed language allows for employees to grieve disciplinary action
- TALC believes that employees should be able to file a grievance in a termination case, rather than being limited to a review by an Administrative Law Judge (ALJ) only
- The proposed language strikes, “shall not be subject to grievance procedure” in the language about disciplinary outcomes
- We’re still struggling with language that says that allegations need to be reduced to writing before any action can be taken
- A principal may receive an allegation over the phone for something that is egregious and the proposed language says that if the person making the allegation is not willing to put it in writing, then the District is not able to address the allegation until the person making the allegation is willing to put it in writing; that’s not realistic and the District cannot support the proposed language

- In addition, the District has a phone line for anonymous complaints of suspected misconduct; anonymous complaints are not in writing, so these could not be investigated either
- We're still not sure why there is a need to add all of the proposed language
- TALC asked to add the proposed language because employees and supervisors need to better understand progressive discipline; most of the language is directly from the SPALC Contract, with proposed changes in bold
- In terms of the language that states, "and shall not be subject to the grievance procedure", I'm not sure why TALC believes there is a need to change that language and I would want to hear from the Staff Attorney about what this would mean from a legal standpoint
- Florida Statute requires that the District have an established Grievance Procedure that includes binding arbitration
- Arbitration costs both the District and TALC money, so that might be why the language says that discipline is not subject to the grievance procedure
- TALC believes that as the courts continue to change, our members have had better luck outside of the Department of Administrative Hearings (DOAH) and their ALJs
- The statement that, "Our members have had better luck outside of the Department of Administrative Hearings (DOAH) and their ALJs" does not seem to reflect an interest in collaboration; shouldn't we be discussing our shared interests, which are included in the Snapshots from June 4, 2018: Equity, Compliance, and Clarity
- We need to think of what's in everyone's best interest of students and find something that works for both parties
- Equity is an interest and the current language acts as a waiver of TALC members' rights, limiting them to the use of DOAH only; TALC would like to allow their members to be able to choose between DOAH and another avenue, arbitration, in the future
- It is understood that TALC would like to open the door to arbitration, but that still doesn't answer the question about how the proposed language addresses the shared interests that are listed in the Snapshots
- TALC believes that arbitrators are better able to handle cases involving allegations of educator misconduct
- TALC would like members to have the opportunity to request arbitration
- To provide some background, employees who have a disciplinary case that results in a recommendation of termination have the opportunity to request that their case be reviewed by a neutral fact finder, which is DOAH
- At the DOAH hearing, the ALJ hears the case and makes a recommendation; the School Board then votes on whether to accept or reject the ALJs recommendation
- Administrative Law is an area of law that many people are unfamiliar with, however, we're not sure that Arbitrators are inherently more capable of serving as a neutral fact finder than an ALJ; in both cases, the person that's hearing the case is an attorney and they are typically well versed in the relevant areas of law
- With a DOAH hearing, both parties are able to file a proposed recommended order and exceptions to the recommendation of the ALJ
- From a cost perspective, DOAH hearings are relatively inexpensive, since DOAH is a state agency; arbitration can be costly
- ALJs also hear numerous cases regarding allegations of educator misconduct; ALJs not only serve as neutral fact finders for district-based disciplinary action, but they also hear

cases being brought by FL DOE against an educator's certificate; there's an established body of law around these cases and it is easy to look up past recommended orders from ALJ's, so you can better prepare for a DOAH hearing and may even be able to anticipate what the outcome will be based on past precedent

- With arbitration, it's more difficult to prepare and there's no way to know what the outcome will be, because each arbitrator is different
- Arbitration is also binding, so if TALC or the District disagrees with the decision of the arbitrator, then there is nothing they can do about it
- Since an ALJ makes a recommendation to the School Board, TALC and the District have the opportunity present an argument to the Board when they vote on whether to approve or reject the recommendation; that's another due process step that an employee would not have, if they requested to go to arbitration
- We have had several grievances involving disciplinary already, none of which have alleged that the disciplinary procedures are not being followed; the proposed language will inevitably lead to an increase in the number of grievances that TALC and the District must respond to, so how is the proposed language in the best interest of both parties
- In the SPALC Contract it states an employee can go to arbitration or can have a DOAH hearing, but cannot have both
- Procedurally, there is more due process with a DOAH hearing, there is also more certainty due to established precedents; arbitration removes the certainty and limits the number of opportunities that an employee has to respond to the allegations
- TALC has heard several concerns from around the state on the topic of "just cause"
- The TALC Contract states that it relies on Florida Statute to define "just cause"
- It's clear that more dialogue is needed on this subject; does TALC have data from other districts?
- No, but we can research and provide data; TALC assumed that is the existing language served as a waiver and the proposed language would be an easy remedy
- Looking at the proposed language, lines fifty-nine (59) and sixty (60) refer to reassignment during an investigation; lines ninety (90) and ninety-one (91) state that an employee may have either a hearing before the Board, which is a DOAH hearing, or may file a grievance; this language seems redundant
- Are lines fifty-nine (59), sixty (60), and sixty-one (61) needed?
- Line twenty-four (24) addresses reassignment of an employee, if needed
- Florida Statute 1012.33 and 1012.335 define "just cause" and what is required to terminate the employment of instructional staff; there is a difference in the language based upon contract status
- Language that is appropriate for support staff may not be appropriate for instructional staff; for instance, the Workplace Civility language in the SPALC Contract was added, because at the time support staff were more likely to exhibit unprofessional behavior than instructional staff

## Caucus

***District Report Out:*** Several items were discussed along with the meaning of lines fifty-nine (59) and sixty (60) of the proposed language. We questioned whether these lines refer to what occurs during the course of an investigation or if they're referring to after the completion of the

investigation. We also discussed grievance procedures and how employees have used the grievance procedures to retry the facts of the case, when it exists to address alleged contract violations. The proposed language requiring that complaints be reduced to writing was also discussed. All of these items lead us to the conclusion that there is a lot going on here and we do not want to make any hasty decisions. We also discussed the fact that the proposed language conflicts with School Board Policy, which clearly states that allegations of misconduct do not need to be reduced to writing in order to be investigated. We discussed practical considerations, including allegations of sexual harassment.

**TALC Report Out:** Our discussion was much of the same thing about lines fifty-nine (59) and sixty (60) of the proposed language. We spent much of our time discussing the asterisks. We understand that in some situations it would not be prudent to wait for an allegation to be reduced to writing, however, more often than not, TALC believes it is reasonable that a person filing a complaint be required to reduce an allegation to writing. We would like to continue our discussion of the proposed language.

### **Story - Article 9 (Disciplinary Procedures) (continued)**

- If someone calls to report alleged misconduct, will a principal interview witnesses and ask that individuals with knowledge of the situation provide a written statement?
- If so, why would the person who is making the allegation not be asked to do the same?
- If alleged misconduct is reported by phone, it is put into writing by the principal and it is investigated
- The District is concerned that some students may not be able to write yet or may be non-verbal; TALC is requesting that the person making the complaint must be the one to put it into writing and that is not always possible
- At some point, will the complaint be put in writing? Yes, but the District cannot force a parent to put a complaint into writing and if a written complaint, written by the person who is reporting the alleged misconduct, is required it may compromise the District's ability to investigate, which puts student and staff safety at risk
- If an allegation is made by a first grade student or a student with a disability, they may not be able to put the allegation in writing at all; the proposed language does not consider these types of situations
- Sexual harassment cases are another example of where requiring a written complaint before you can investigate is problematic
- In previous bargaining sessions, we discussed at length how many people have difficulty finding the courage to come forward to report sexual harassment or other kinds of sexual misconduct
- It is a difficult topic to speak about if you're the victim or a bystander, so the added burden of requiring that a person must now put their complaint into writing or it's somehow not actionable is inconsistent with what we discussed earlier
- The District would like the language to reflect the open reporting process that exists, so that people are not afraid to come forward
- For example, in FY18 (2017-2018 school year) there was a group of parents, who were also teachers in the District, that did not report allegations of misconduct by a high school teacher until the end of the school year

- They were concerned that if disciplinary action was taken, the high school teacher may retaliate against their children, who were students in the high school teacher's class
- The parents reported their concerns to administration at their own school, who then contacted the principal at the high school; the parents complaints were investigated and resulted in disciplinary action against the high school teacher
- People choose to report allegations of misconduct in a variety of ways and there are a number of reasons why they should be allowed the opportunity to do so
- It seems like we are trying to expand people's options in some areas and limit them in others
- How do you know the person making the phone call is that person? What if they do not like the teacher and the allegations are not legitimate?
- We handle anonymous complaints no differently than we handle any other complaints, we assess credibility and determine if a legally sufficient complaint exists, then we investigate; individuals that call the anonymous hotline are not required to put their complaints into writing
- In the past four (4) years there have been hundreds of complaints each year and not one complaint was unsubstantiated
- Is the nature of the allegation taken into consideration? What is the rule of thumb?
- A request can be made that the allegation be put in writing, but it is not required
- School Board Policy allows for anonymous complaints, however most principals understand that there are times when a parent is simply angry and not every situation results in an investigation or a referral to Professional Standards & Equity
- After a complaint has been received, is the principal responsible for determining whether an investigation is warranted?
- Yes, the principal is the first point of contact. Principals are able to address most parent complaints on their own, however neither principals nor the District are always successful in addressing the "angry parent"
- Do principals use the same de-escalation techniques that social workers and others use, to be sure that a teacher is not removed from their classroom unnecessarily?
- It depends on the allegation and whether there is a history of poor performance or past misconduct
- In some cases complaints are unfounded; requiring that all complaints be reduced to writing creates public records
- Even if the complaint does not end up in the employee's personnel file, there would be a public record that someone could request; we've seen cases where people make requests for things so that they can post them on social media without providing context or they may take them to the news in an effort to produce a salacious headline
- About the language with the asterisk, the concerns of the District have been heard and TALC believes that this language can be wordsmithed
- When we began the conversation about the disciplinary procedures, a comment was made that most people don't know much about disciplinary procedures and how this is a positive, because most have no disciplinary action taken against them in the course of their career; despite all of that it's obvious that more education and more conversation around the topic of disciplinary procedures is needed, so that people know that we have a fair and impartial process in place

- To present a different perspective, the Department of Children and Families (DCF) receives anonymous complaints and they are also able to assess credibility and determine if there is a legally sufficient complaint
- Investigating employee misconduct is not fun for anyone and it's certainly not a user-friendly process for the person that the complaint is made against; the District has investigated complaints and come to the conclusion that a student made a false report, but the only reason that can be said definitively is because there is a fair and impartial process to investigate all complaints, which starts with an open reporting process
- There have also been cases where the District has received complaints made by law enforcement agencies; these complaints are sometimes made as a professional courtesy and allow the District to respond to situations where student safety may be compromised, but require that the District exercise discretion in order to prevent jeopardizing an ongoing criminal investigation
- Requiring that every parent complaint be reduced to writing might make things more contentious than they need to be, there are often ways to resolve disputes more amicably
- Requiring that a complaint be reduced to writing might serve the interests of some union members, while working against the interests of union members that need protection
- Article 9 (Disciplinary Procedures) is currently only half of a page long; discussion is needed and it would be helpful if things were spelled out in the contract
- It seems like lines sixty (60) and sixty-one (61) of the proposed language are the most troubling; if these lines were removed would the District be comfortable with the proposed language?
- We've had great conversation, but the concerns surrounding the disciplinary procedures and our issues with the proposed language are more complex than we anticipated
- We do not want to agree to something that is not in everyone's best interest; we need to reach a better understanding of everyone's concerns, because it is important that employees feel as though they are being treated fairly and that students are safe
- What if the language said that complaints should be reduced to writing "when reasonable" or "when warranted"?
- We're not certain that this would change anything, because it doesn't address who determines what's "reasonable" or "warranted"
- The TALC Labor/Management Committee has had discussion about where we are at with negotiations and the timeframes for ratification and implementation
- In FY18 (2017-2018 school year), there were people on the bargaining teams who felt there was some pressure to be done with negotiations at a certain time
- In the past few years it has taken on average six (6) to eight (8) weeks for ratification and implementation; we don't want anyone to feel pressured, but we need to discuss the fact that if we do not reach tentative agreement soon, people will not see a change in their pay until the end of the school year
- Due to the state waiving the deadlines for Best and Brightest and all of the updates associated with Open Enrollment, we're not able to do the behind the scenes work that needs to be done in March or April
- We don't want anyone on the bargaining teams to feel pressured, which is one of the reasons that the District would like to put up an option for status quo; we clearly need to

have more discussion about Disciplinary Procedures and we have other issues to address at the bargaining table

- The District is committed to keeping lines of communication open in regard to timelines for implementation and when people can expect to see new language go into effect

### **Option**

1. Status quo
2. Further discussion in TALC Labor/Management Committee meetings

### **Straw Design**

- A. Option 2

### **Story - Article 2 (Rights, Privileges, and Responsibilities)**

- We already addressed most of the issues included in the Snapshots for Article 2, however TALC would like to discuss some concerns about competing organizations
- There are a number of organizations that sell themselves as being pro-teacher, but do not provide the same benefits as TALC
- Florida Statute now requires that unions representing instructional staff maintain a fifty percent (50% ) threshold for dues paying members, otherwise the union may be dissolved
- TALC values the collaborative, interest-based relationship we have with the District and would like to add language to the contract regarding the rights and privileges of TALC
- The District has been made aware of TALC’s concerns regarding the Professional Educator’s Network (PEN) but are there other “competing organizations” that the District is unaware of? It’s important that we understand how TALC defines “competing organization”
- There are other professional organizations or associations, such as the Lee Arts Educators Association (LAEA) and the Thomas Alva Edison Regional Science and Inventors Fair that both the District and TALC support
- Some concerns that TALC would like addressed are that competing organizations should not have access to employee mailboxes, the district should not allow competing organizations to be listed as an option for employees to select for payroll deductions, and TALC representatives should be provided the opportunity to speak first at faculty meetings
- TALC has received information that PEN is an approved payroll deduction in fifty (50) counties statewide
- School Board Policy says that there is an employee threshold that must be met in order to be eligible as an option for a payroll deduction
- The District was made aware of solicitations directed at employees District emails with “My Pay, My Say” language and addressed these concerns
- The TALC Labor/Management Committee discussed listing TALC dues deductions in the new employee self-service options and decided against it, because of what TALC requires from new members and employees dropping their membership
- The TALC Labor/Management Committee also discussed New Teacher Orientation (NTO), which TALC attended over the summer before school started
- The District has addressed all of the concerns that TALC shared tonight



- Access to employee mailboxes and payroll deductions are the two issues that TALC is most concerned about
- We already mentioned that School Board Policy requires that an organization meet a certain threshold before they can even be considered for a payroll deduction slot
- The Bahamas Marketing Group (BMG) situation a few years back is a good example of how School Board Policy protects employees from organizations that TALC believes have interests that are counter employees; BMG isn't a "competing organization" but TALC and SPALC were both involved in conversation around whether they qualified for a payroll deduction slot
- School Board Policy 5.16 (Payroll Deductions and Reductions) states that TALC is exempt from paying a five cent (\$0.05) per transaction fee for payroll deductions
- TALC Contract Article 2.03(5) states that TALC must pay five cents (\$0.05) for each dues deduction
- The District does not collect this money from TALC, so we should remove this language
- What is the rule of thumb for employee mailboxes? What happens if an employee were to put a PEN flyer into another employee's mailbox?
- The reality is that there is no way that contract language is going to stop employees from putting things into one another's mailboxes, but School Board Policy 2.24 (Advertising) outlines the process for advertising on District property and there is an approval process to ensure that the advertisement is not disruptive
- Florida Statute requires that the District remain neutral with respect to union activities, so we're not able to directly address "competing organizations" without risking an Unfair Labor Practice (ULP) complaint

### **Option**

1. Status quo
2. Strike Article 2.03(5) (Dues Collection), lines 42 through 44, so that the language aligns with the language in School Board Policy 5.16 (Payroll Deductions and Reductions)

### **Straw Design**

- A. Option 2

### **Story - Article 12 (Leave)**

- We had some discussion in the TALC Labor/Management Committee about a rough draft for language to help clarify Article 12; the language is not final and needs to be reviewed before being brought to the bargaining teams for approval
- In looking at this language more closely, we noticed that one of the reasons that Article 12 is so convoluted is that it is based heavily off of statutory language, and as we all know statutory language is not always well written
- Our plan is to rewrite Article 12 with the end-user in mind; in other words, we need to be answering the questions "what do employees and immediate supervisors want to know about leave and what do they need to know about leave?", rather than focusing on what the state requires of the District in terms of record keeping related to leave
- The District is in the process of rewriting Article 12 and we're confident that we will eventually come away with more clear and concise language

- Since we've already reached consensus on the closing of the TALC Sick Leave Bank and the language in Article 12 is confusing to many people, we return with an option of "status quo" and continue to work on proposed language that could be presented as an MOU before the start of FY20 (2019-2020 school year)
- Shorter is always better, and Article 12 is very large and cumbersome
- Since this is a full-book negotiation, there is some concern that if we move too much information at one time it could become an issue with ratification

### **Option**

1. Discuss Article 12 at the next TALC Labor/Management Committee meeting

### **Story - Article 5 (General Employment Practices)**

- Again, just to provide a quick overview of things to come, the statutory language that lead to some of the contract language in Article 5.01 is not well written
- As a result of the poorly written statutory language, Article 5.01 is written with an obvious focus on firing people
- Florida Statute states what you need to do in order to fire someone, Article 5.01 states what a person needs to do in order to not be fired; it's all very negative and ultimately isn't that helpful in providing people with a sense of overall job security
- The District is looking at how to frame Article 5 in a more positive light
- Instead of saying "this is how people get fired", we would like to focus on "this is how people keep their job"
- We plan to share proposed language at the next TALC Labor/Management Committee meeting and hope that it's something that we can all support at the bargaining table

### **Calendar**

- As mentioned earlier, it normally takes about two (2) months for ratification and implementation; if we continue negotiations into January we will begin to run into a sort of "black out period" for processing any changes in pay, due to Open Enrollment; if this happens, then people may not see a change in their pay until May
- In the past, we have had full day bargaining sessions, is that an option?
- TALC members are aware there will be no changes in pay before the winter break, so payment in March, April or May is not a major issue
- Does the District have a dollar amount for bargaining authority that can be shared with the bargaining teams?
- Yes and no; we have a dollar amount for what can be paid in FY19 (2018-2019 school year), however we do not yet know what type of funding will be made available for FY20 (2019-2020 school year)
- The District is still working out the details for a two year proposal for compensation, because we're concerned that there is not enough money available for FY19 (2018-2019 school year) alone for us to walk away with a contract that will be ratified
- The District is committed to getting teachers' pay to the 75th percentile

- Our Chief Financial Officer (CFO) and Budget department have been going over budget projections to find the funding necessary for us to implement a comprehensive multi-year compensation plan; more information will be shared at the next bargaining session and in the meantime District staff will be meeting to iron out the final details
- Budget is reviewing plans for improvements in operational efficiency that should help us secure the funding necessary to honor our commitment of getting teachers' pay to the 75<sup>th</sup> percentile
- Article 10 (Compensation) usually takes two (2) to three (3) bargaining sessions; we need to present all of the appropriate information and allow people time to process the information before we come back to the table to reach consensus
- Are there proposed cutoff dates for us to reach tentative agreement, if we want people to be paid by a certain date?
- It depends on what is negotiated; if we negotiate an increase that is similar in structure to what we have done in the past year or two, then it will be fairly simple and straightforward to implement; if we negotiate an increase that is not similar in structure, then implementation will take longer because we will need to figure out how to program the changes, which takes a considerable amount of time
- Payment of the State of Florida's Best and Brightest Scholarship Program awards needs to take place no later than April 1, 2019; last year there was a two month window for payment, this year the state may give the District less time to issue payment, which creates some challenges
- In order to have a chance at an increase in pay showing up on the March 15, 2019 paycheck, we need to reach tentative agreement before winter break, ratification needs to take place right after winter break, and the Board will need to approve the TALC Contracts at the January 22, 2019 board meeting

### **Option**

1. Additional bargaining sessions scheduled for December 18, 2018 from 4:00 p.m. to 8:00 p.m. and December 20, 2018 from 2:00 p.m. to 7:00 p.m.; exact locations to be determined, based on availability of rooms at the Lee County Public Education Center

1 **9.01 – PROCEDURE:** Should a complaint be made by a parent/guardian, student or other  
2 individual which may result in disciplinary action against a teacher, the teacher shall be  
3 notified of the complaint in writing, and given an opportunity to be heard by an appropriate  
4 administrator prior to the taking of such action. (\*) Such notice shall include a copy of any written \*  
5 complaint(s) and/or the summary of incidents surrounding the complaint including the name of  
6 the person or persons making the complaint and the nature of the complaint. During this period,  
7 there shall be no record of said complaint placed in the teacher’s personnel file. Prior notice  
8 is waived where evidence available to the Superintendent indicates that the presence of the teacher  
9 may be detrimental to the well-being of students or the learning process. Upon request to the  
10 principal or other immediate supervisor, a teacher shall have the right of representation during  
11 investigatory meetings, conferences, and/or interviews which may lead to disciplinary action.  
12 Nothing herein is intended to preclude the administrator’s right to conduct a thorough and  
13 impartial investigation.

14 **(a) Site-Based Investigation:** Allegations of employee misconduct or unsatisfactory job  
15 performance shall be reviewed by the site-based administrator. During the investigation,  
16 the District may temporarily reassign the employee. The employee shall be provided an  
17 opportunity to be heard regarding all allegations at a meeting with the site based  
18 administrator. The employee shall have the right to representation at the meeting and shall  
19 present relevant information in his/her defense.

20 **(b) District-Based Investigation:** The District’s Department of Professional Standards  
21 and Equity may begin an investigation at the request of the site-based administrator or  
22 Superintendent regarding allegations of employee misconduct or unsatisfactory job  
23 performance that could result in suspension without pay or termination of employment.  
24 During the investigation the District may temporarily reassign the employee.

25 **(c) Right to Representation:** If an employee has a reasonable belief that discipline or  
26 adverse consequences may result from a meeting with management, the employee has the  
27 right to request representation of his or her choice from the list below. Management is not  
28 required to inform the employee of his/her Weingarten rights; it is the employee’s  
29 responsibility to know his/her rights and make the request. Such meetings shall take place  
30 in private. Management shall recognize the following individuals as acceptable

31 representatives of the employee: the employee's attorney; a union representative; or a co  
32 worker that is a member of the bargaining unit.

33 **(d) Pre-Determination Hearing:** The final step of a District-based investigation, is a pre-  
34 determination hearing. Employees will be given at least two days prior written notice,  
35 whenever possible, of the pre-determination hearing and shall have the right to have a  
36 representative accompany them and present relevant information. Allegations will be  
37 reviewed at the pre-determination hearing and the employee will be afforded the  
38 opportunity to respond. After all information has been considered, the Director of  
39 Professional Standards and Equity shall make a recommendation of any disciplinary action  
40 to the Superintendent. Recommended actions shall be when appropriate, progressive in  
41 nature and may include, but are not limited to, no cause, verbal warning, letters of warning and  
42 reprimand, suspension without pay, retraining or other assistance and termination from  
43 employment. A new period of probation shall not be used as a form of action or discipline  
44 for an employee that has previously completed his or her probation. Employees subject to  
45 disciplinary action as specified in this article shall be entitled to appeal through the  
46 grievance process as set forth in Article 4 of the collective bargaining agreement.

47 **(e) Use of Technology:** Modern technology (i.e. e-mail, audio and video recordings via  
48 cell phones, etc.) has become common in the work place and may be used in the course of  
49 an investigation. The use of these technologies will not replace the traditional use of  
50 documentation when discussing and/or investigating matters involving the actions of  
51 employees. The initial review of security videos or other technology, for the purpose of  
52 monitoring employee performance, shall be conducted by an administrator or specifically  
53 trained confidential employee. Technology records will be provided to TALC, upon  
54 request, as soon as technologically feasible and pursuant to state law. During an open  
55 investigation, if a video is evidence in the case, TALC will be provided a copy, if  
56 requested.

57 **(2) Outcome:** Any discipline of a teacher including reprimand, disciplinary suspension, or  
58 demotion while under a teaching contract or supplemental contract shall be only for just cause.  
59 Terminations and suspension for the purpose of investigation of charges which might lead to  
60 termination shall be only for just cause as defined in Florida Statutes 1012.33 ~~and shall not be~~



61 ~~subject to the grievance procedure.~~ The process for suspension without pay or termination shall be  
62 governed by School Board Policy. The decision of the District not to renew an annual contract  
63 employee shall not be subject to this section.

64 The parties agree that termination is the extreme disciplinary penalty, since the  
65 employee's job seniority, other contractual benefits, and reputation are at stake. In recognition of  
66 this principle, it is agreed that disciplinary action(s) taken against TALC bargaining unit members  
67 shall be consistent with the concept and practice of the collective bargaining agreement and that  
68 in all instances the degree of discipline shall be reasonably related to the seriousness of the offense  
69 and the employee's record. Any discipline during the contract year, that constitutes a verbal  
70 warning, letter of warning, letter of reprimand, suspension, demotion or termination shall be for  
71 just cause. When discipline is rendered it shall be done in a manner that respects the privacy and  
72 confidentiality of the employee.

73 **(a) Conference Summary: [Language to be decided in TALC Labor/Management]**

74 **(b) Verbal Warning: [Language to be decided in TALC Labor/Management]**

75 **(c) Written Warning: [Language to be decided in TALC Labor/Management]**

76 **(d) Written Reprimand:** Any written reprimand shall be furnished to the employee and  
77 the employee shall sign the reprimand for the sole purpose of indicating that he/she has  
78 received the statement and has discussed it with the supervisor. If the employee refuses to  
79 sign, the reprimand will be provided to the employee and a copy placed in the employee's  
80 personnel file. The employee will have an opportunity to submit a written response which  
81 will be placed in the employee's personnel file.

82 **(e) Settlement Agreements: Settlement** agreements shall be specific in nature and  
83 when appropriate a duration will be specified.

84 **(f) Suspension:** Suspensions shall be subject to the grievance procedure. In the event that  
85 the grievant prevails, the record of the suspension shall be placed in a separate stand-alone  
86 personnel file. All notices of suspension shall be in writing and delivered to the employee  
87 with a copy to the Association within five (5) days of the decision to suspend.

88 **(g) Termination:** The employee and the Association shall receive written notice of a  
89 recommendation for termination. Such notice shall include the reasons for the  
90 recommendation to dismiss. The employee shall either be entitled to a hearing before the

91 Board or may file a grievance but may not do both.

92

93 **(\* All complaints shall be reduced to writing by the person making the complaint.**





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

**TALC Bargaining Committee  
November 26, 2018  
Sign-In**

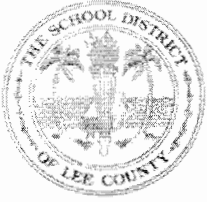
COMMITTEE MEMBERS		
Name	Position	Initials
Dr. Angela Pruitt, Chair	Chief Human Resources Officer	[Signature]
William Rothenberg	Director, Compensation & Labor Relations	[Signature]
Mike Gatewood	Compensation & Labor Relations	[Signature]
Ben Ausman	Principal (Bayshore Elementary)	[Signature]
Greg Blurton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

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		November 26, 2018
Name	Position	Initials
Melissa Roof	Teacher	MR
Samantha Severance	teacher	SS
Joan Downen	teacher	JD
Mike Sacros	TEACHER	MS

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TALC Bargaining Committee  
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