



TALC Negotiations Minutes April 28, 2009

District Team: Dr. Greg Adkins, Carl Burnside, Mike Bursztyn, Cheryl Curry, Ami Desamours, Robert Dodig, Jeananne Folaros, Ron Frazer, Dr. Connie Jones, Georgianna McDaniel, Susan Strong

TALC Team: Donna Mutzenard, Mark Castellano, Leah Allen, Jerry Buonocore, Dr. Liz Cooper, Jack Edmonds, Roberta Hill, Nathan Pugh, Steve Solak, Martha Simmons, Bob Scoppettuolo, Annie Spielmaker

Facilitators: Patti Elkin, Sara Kohlhauff, Neketa Carthan, Janet Borchers

Recording Secretary: Linda Jo Sanders

Agenda

Check In
Minutes
Teacher Protection (#24)
Parent Teacher Guardian Complaint (27)
Teacher Discipline (28)
Liability of Personal Property (25)
Calendar
Communication

Check In

Name
How are you?
Time Constraints? 6:00, 5:00-5:30
Missing? ~~Susan, Ron, Carl~~
Elephants: Norms-respect all comments

Expectations:

Follow the process ## ///
Get a lot of issues resolved ##
Progress ## /// /
Follow the agenda //

Minutes for April 27th session - approved

Teacher Protection

Story

- Florida Statute 1003.32(1)(j) teachers shall use reasonable force to protect themselves from injury
- Contract language does not state the law (statute)
- Align contract with statute
- A lot of cases involve ESE students
- Cases-applied correctly- was it necessary?
- Proposing rule – standards; defining reasonable force- limits – circumstances of use
- Hang up – legislature not happy with DOE
- Incorporate by references F.S. – site in contract
- Speaks to Board protecting teacher if teacher follows policy
- In accordance with Board policy and direction – do we differ?
- 2nd sentence “in protection....” What reasonable force is – why not use the actual language?

Options

1. (strike previous) put in use reasonable force to protect themselves, other adults and students from injury
2. pursuant to F.S. 1003.32(1)(j) - strike through (page 15, line 17)
.....administrative direction “~~when necessary in protection from attack or to prevent injury to a student or to another teacher~~”
3. include full written statute in contract

Interests

- Clarity
- Positive perception
- Student/teacher safety
- Morale
- Compliance

Straw Design A

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Parent Teacher Guardian Complaint (Article 6.022) Teacher Protection

Story

- Language (page 15-line 43 teacher) will be given an opportunity to be heard doesn't state where held/time
- Language helps with guidelines how one should handle complaints/discipline
- (line 43) shall be notified of complaint in writing
- Suggest defining where opportunity to be heard shall be held
- Who gives teachers due process and when does it start?
- Do you have a specific on given an opportunity to be heard?
- Parent had gone to Professional Standards & Equity, not always the principal – who the complaint was filed with would have outcome on who first speaks or notifies the teacher
- Superintendent has right to make calls re: student safety

Interests

- Clarity
- Fairness
- Privacy
- Professionalism

Options

1. ~~An opportunity to be heard by the principal prior to taking such a disciplinary action~~

2. insert “by “appropriate administrator prior to the taking of such action”
add- ~~“the teacher may bring representation to such meeting”~~

Teacher Discipline

Story

- Language changes: page 16 – 6.024
- “Discharge” – “dismissal” used - District uses “termination”
- Under Florida Statute not subject to grievance procedure

Interests

- Clarity
- Compliance
- Due Process

Options

1. - 1st sentence stays the same “discharges” becomes “termination”
“dismissal” becomes “termination”
 - after “defined in” – section 1012.33
 - after sentence concludes with procedure
 - The process for termination or suspension without pay shall be governed by School Board policy 1.16

Liability for Damage to Personal Property

Story

- Issue that came out of SPALC employees having vehicle in parking lots
- Parking at your own risk is policy
- Security cameras in parking lots are there to protect District property – not employee property
- Itinerant teacher with picture frame – kids bumped into her damaging frame – not covered
- The assumption is that cars in a locked area are safe
- Part of safe and reasonable environment
- Board has responsibility to provide safe environment (perception)
- Governed by service provider what our insurance is willing to cover at District
- We are trying to let people know they need to be careful with their personal property
- Whether the School Board is liable has nothing to do with insurance policy (perception)

Liability for Damage to Personal Property

Story

- There are cases where school District has assumed liability for damage to cars (ex. Lights out, overspray from painting)
- School parking lots are public parking lots since the “public” parks there
- School parking lots are like mall parking lots

Interest

- Clarity
- Affordability
- Reasonableness
- Safe environment
- Personal responsibility

Options

1. Status quo

Additional sessions scheduled

5/13/09 – 4:00-7:00 p.m.

5/18/09 – 8:00-3:00 p.m.

5/21/09 – 8:30 until finished

5/22/09 – 10:00-3:30 (Joint TALC/SPALC Session) **TENATIVE**

All session will be held in the HR Community Training Room – LCPEC

Meeting adjourned.