

ARTICLE VIII - DISCIPLINE

Section 1. Employees will not be subjected to any form of discipline without just cause. As used herein, just cause means that the employer has a *just* and *proper reason* to cause an action to be taken against an employee. Any teacher in danger of dismissal because of poor performance will be afforded the NEAT procedure as stated in F.S. 1012.34.

Section 2. The Superintendent retains the right and responsibility to manage the workforce. When the discipline of any employee becomes necessary, such action should be in proportion to the employee's offense or misconduct, consistent with appropriate procedural and substantive due process, State law, and/or the specific provisions of any appropriate collective bargaining agreement. Discipline may be initiated at any level, based on the nature of the offense and the particular circumstances. For the same reason, three or four minimal repetitive offenses do not necessarily create grounds for suspension or dismissal.

Examples of actions resulting in immediate suspension or dismissal may include, but are not limited to, the following: immorality, gross insubordination, willful neglect of duty, incompetence, substance abuse including alcohol, being convicted or found guilty of or pleading guilty to (regardless of adjudication of guilt) any crime involving moral turpitude.

A. Step 1. Counseling: This is an opportunity for the employee and the Administrator to informally discuss work-related problems and concerns.

This counseling session must be documented and copied to the employee. The counseling session is designed to help the employee:

1. ~~Recognize the mistake or deficiency~~ **Identify the mistake or deficiency**
2. ~~Accept~~ **Acknowledge** the policy or procedure that is required
3. Clarify expectations and procedures
4. Understand the consequences of failing to meet the ~~standards~~ **rule, policy, procedure, and/or expectation**

TENTATIVE AGREEMENT JUNE 29, 2022

Kathy Smith, President Lake County Education Association		H. Chad Farnsworth, Chief Negotiator Lake County Schools

If no additional disciplinary action is taken during the twelve (12) months that followed the issuing of the counseling, the current administrator and the employee will sign-off to note that no additional disciplinary action was taken and will not be the basis of further progressive discipline.

- B. Step 2. ~~Level I~~ Verbal Reprimand: This action is used to get the attention of the employee while the situation is still correctable. The employee will be entitled to union representation. The primary purpose of this step is to alleviate any misunderstandings and to clarify the direction for necessary and successful correction of the problem. A ~~Level I~~ **verbal** reprimand should:
1. Point out that future behavior of a similar type may result in more serious disciplinary action
 2. Indicate clearly the nature of the concern, cite the work procedures, rule or policy governing the concern, and explain precisely what corrective action is expected
 3. Be confirmed in writing using the ~~Level I~~ **Verbal** Reprimand Form, with a copy sent to the Human Resource Department, and placed in the personnel record. The employee should be advised that a copy of the reprimand will be placed in his/her personnel record. If no additional disciplinary action is taken during the twelve (12) months that followed the issuing of the ~~Level I~~ **Verbal** Reprimand, ~~and~~ the current administrator and the employee will sign-off to note that no additional disciplinary action was taken and will not be the basis of further progressive discipline.
- C. Step 3. ~~Level I~~ Written Reprimand: This action is utilized when prior counseling sessions and/or the oral reprimand have not resulted in satisfactory changes of behavior. The employee will be entitled to union representation. A ~~Level I~~ **written** reprimand may or may not be preceded by a **verbal** reprimand, depending on the type of violation. When issuing a ~~Level I~~ **written** reprimand the Supervisor should:
1. Contact the Employee Relations Department

TENTATIVE AGREEMENT JUNE 29, 2022

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2. Review prior disciplinary actions taken
3. Notify the employee of the specific policy or procedure being violated
4. Place the employee on written notice that corrective action must be taken
5. Use the ~~Level-H~~ **Written** Reprimand Memo to identify specific facts and information as opposed to hearsay and unfounded conclusions
6. Advise the employee that the ~~Level-H~~ **written** reprimand will impact the annual performance evaluation
7. Advise the employee that a copy of the written reprimand will be placed in his/her personnel file and forwarded to the Human Resource Department

If no additional disciplinary action is taken during the twelve (12) months that followed the issuing of the written reprimand, the current administrator and the employee will sign-off to note that no additional disciplinary action was taken and will not be the basis for further progressive discipline.

- D. Step 4. Suspension: The Employee Relations Department will handle all disciplinary issues that may warrant suspension. The Administrator should contact the Employee Relations Department when this step is necessary. Suspension may be used when the employee has not responded to counseling, verbal or written reprimands or commits a more serious policy violation that warrants suspension. The suspension will be administered pursuant to School Board Policy 3140 and 3140.01. The employee will be entitled to union representation.

Suspension Pending Investigation:

1. There are situations where the employee may need to be removed from the workplace before an investigation can be conducted. These may include, but are not limited to, sexual harassment, disorderly conduct, or other situations where the employee presents a potential threat to other

TENTATIVE AGREEMENT JUNE 29, 2022

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employees, students, or others.

2. A suspension, pending an investigation, is imposed with the understanding that a final decision relative to the appropriate disciplinary action will be made after the investigation by the Employee Relations Department.
 3. If there is no cause for disciplinary action, the employee will receive pay for the regular earnings lost during the suspension if it was deemed without pay.
- E. Step 5. Termination: If previous steps of the disciplinary process have been unsuccessful, the employee may be terminated from employment. Certain violations may warrant immediate termination. Because of the severity in the loss of one's job, employees should be terminated only after a thorough investigation.

The investigation should conclude that:

1. The employee did, in fact, commit the act
2. Evidence of guilt is available
3. The employee's entire work record, positive and negative, has been considered
4. The same rules are applied uniformly to other employees
5. The penalty of dismissal is reasonably related to the seriousness of the offense

Prior to taking formal termination action, the Employee Relations Department must confirm that the employee has received procedural due process. This procedure requires the Employee Relations Department to have a pre-termination meeting with the employee, which includes, but may not be limited to:

1. Informing the employee of the charges
2. Providing the employee with an opportunity to respond to the charges

TENTATIVE AGREEMENT JUNE 29, 2022

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3. Having representation present, if requested

Following the pre-termination meeting, if it is still decided that the appropriate course of action is dismissal:

1. A written notice will be provided to the employee at the time the action is taken. If the employee is not available and the notice must be mailed, it will be sent by certified mail to ensure delivery is made. If the notice is returned unclaimed by the Post Office, the letter will be placed in the employee's file in the Employee Relations Department.
2. The employee is informed of the reasons for the dismissal with each incident of offense identified.

In all cases, the discipline imposed, and the length of a suspension will be based on just cause and will take into account the following factors:

- The seriousness of the offense or performance deficiency
- The impact of the offense or performance deficiency on the employee's relationship with the supervisor, with other employees and with the public
- The extent to which the offense or performance deficiency was the result of mistake or misunderstanding rather than willfulness
- ~~The employee's years of service~~
- The employee's own disciplinary record
- The employee's own performance record
- The type of discipline given to employees in similar situations in the past
- The timeliness of the discipline
- Mitigating factors or unusual circumstances

- F. In case where discipline has been administered to an employee, a subsequent, unrelated minor offense may be deemed a first offense for progressive discipline purposes.

Section 3. The Superintendent has the authority to suspend employees with ~~and/or~~ ~~without~~ pay, to reassign employees including reassignment of duties and responsibilities
TENTATIVE AGREEMENT JUNE 29, 2022

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within a work site or within the District, **recommend suspension without pay,** and; recommend discharge of employees when the interest of the school system and the operation and efficiency of the school system requires such action.

If a teacher needs to be removed from their position and placed on alternative assignment while an investigation is taking place, it is understood that the teacher will not be removed from their position without consultation with the Employee Relations Department and LCEA representation upon request, as well as a written statement of the allegations and why they are being removed. They will also be given information about the process and expectations while placed on alternative assignment until the investigation is completed and findings are communicated by the Employee Relations Department.

Section 4. In disciplinary cases, the Association Member will have the right to be represented by the Association. Further, any Association Member will be entitled to have an Association representative present at any conference called by a supervisor at which the Association Member has reasonable cause to believe that matters will be discussed or actions taken which could result in disciplinary action. The Association Member will have the responsibility for requesting the presence of an Association representative, and; ~~except in emergency or unusual situations,~~ the conference will not be held until the Association representative has been given an opportunity to be present. The Association Member will cooperate fully as to the matter(s) being investigated.

Section 5. Notwithstanding any other provision of this Agreement, representation of employees by the Association will be governed by the provisions of Section 447.401, Florida Statutes.

Section 6 (was section 22 under article 10). The Board or its representatives upon any complaint by a parent or student directed toward a teacher may investigate the problem until a reasonable solution is achieved. Any complaint regarding a teacher made to the administration by any parents, students, or other person, which is considered in a written evaluation of a teacher's performance, or which may result in disciplinary action, will be promptly called to his attention. Such notification to the teacher will include the name of the parent, student, or other person lodging the complaint. Please refer to School Board Policy 3550.

TENTATIVE AGREEMENT JUNE 29, 2022

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LCEA Initial June 6
District Counter 6.28.22
LCEA Counter Proposal 6.29.22
Tentative Agreement reached 6.29.22

TENTATIVE AGREEMENT JUNE 29, 2022

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