

Tentative Agreement

SEA SCPS January 2022



Summary of Language Changes to our Collective Bargaining Agreement

Article II – Definitions

We revised the definition of Professional Learning Community (PLC) to make it more teaching related and less data.

Article III – Academic Freedom

Section A (professionalism) - We added language that allows teachers use their own best practices in the classroom as long as the practices are research-based and consistent with the district's Instructional Model. This was due to the fact that in the past 3-4 years, teachers have told us that (in many schools) teachers are not allowed to use any materials except what is provided to them from the district.

Article IV – Association and Teacher Rights and Responsibilities

Section B (protections) – States that the provisions of this CBA applies to all regardless of “race, creed, color, religion, national origin, age, sex, marital status, or handicap.” We added Sexual Orientation to this sentence and we changed “handicap” to Disability.

Section E4 (SEA Payroll Deductions) – We changed the beginning date of payroll SEA membership Dues Deductions to begin the second paycheck in August.

Section F2 (Use of Facilities) – We added language that required principals to meet with SEA Faculty Reps prior to the first day of pre-plan to schedule a mutually agreed upon time that the Fac. Rep may speak during pre-plan week.

Section F H (Use of Facilities) – We added language that allows “the SEA to be given a place on the agenda at the beginning of any large group PD meet.

Section FH6 (New Employee Orientation or Onboarding) We added language that allows the SEA access and a time on the agenda at all New Employee meetings.

Section P (Investigation of Complaints) – The SEA added a timeframe on investigations – Any investigation of a complaint shall be presumed to be inactive if no finding relating to probable cause is made within 60 days after the complaint is made. This is due to the rising number of complaints against teachers by students and parents as well as many investigations in the past have had no timeframe and have lasted 4 -7 months with no findings.

Section Q (Teacher Protection) – No additional rights were added, but instead of just stating the Jeffrey Johnson Stand Up Act protects all teachers, we expanded the Act and list all protections in the section.

Article V – Class Size, Teaching Loads, and Assignments

Section A2 (class-size maximums) – We revised language to define class-size compliance to be based on the average number per grade level in the school. Previously, compliance was defined as the average number of students within a cluster (PreK-3, 4-8, 9-12)

Article X – Days and Hours

Section B (School Calendar) – we cleaned up language and changed “pupil” to “student”.

Section F1b (second 40 minute planning block for elementary teachers) – The SEA added language allowing teachers to have one day a week of this allotted time to hold PLCs where agenda is driven by the teacher teams.

Section K4b (early release Wednesdays) The SEA added language that, for elementary teachers, the principal may schedule two (2) Wednesdays per month (previously it was three (3) days). One of the early release days will be unscheduled, and one early release day will be to allow teachers to seek out their own PD.

Section K4d (early release Wednesdays) This was mostly clean-up language regarding teacher committees to meet with principals to discuss Wednesday activities.

Article XI Discipline

Section B1 (discipline referrals) – The SEA added language that requires worksites to have discipline referral forms placed in common areas so teachers may have complete access to referral forms as needed (in many schools, teachers are not allowed to have referral forms, and must go to the principal each time they need a referral form). Additionally, the SEA added language that requires all referrals to be processed, and the yellow copy placed in the teacher’s mailbox, no later than 48 hours after the teacher submits the referral.

Section B12 (Placement Review Committee) – The SEA and the district cleaned up redundant language. Otherwise, nothing has changed with the PRC.

Article XVI – Leaves and Temporary Duty

Section B (Sick Leave Transfer) – Beginning with the 2022-2023 school year, Teachers will now be allowed to transfer up to 7 hours of banked sick leave to another specific teacher who has exhausted their sick leave.

Article XIX – Other Fringe Benefits

Section A1 (Insurance Committee) – This was proposed by the SEA as a very small change to language on how insurance is bargained. Previously, the insurance committee would meet each month and come up with recommendations to the School Board. The SEA proposed changing this language to – the insurance committee will make recommendations to the School Board and the SEA President. **This would bring insurance, ultimately, to the bargaining table** (as insurance clearly is subject to bargaining). The district was not agreeable to this at all made it **VERY CLEAR** that the SEA should drop this proposal. The SEA stood hard on this and it is now in our contract.

Article XXXIV – Working Conditions

Section K (Teacher discipline and professionalism) The SEA added language that provides teachers will receive reasonable advanced notice if they are going to be removed from the classroom.

Section T (Parent Meetings) – The SEA added language that if a member of the public becomes abusive, the teacher is not obligated to remain in the meeting. There are steps – when a parent becomes abusive, the teacher will politely inform the parent of the civility clause. If the abusive behavior continues, the teacher may terminate the meeting without harm.

Appendix B – Supplements

Section 1 (supplement schedule for Instructional Positions) – The position line for Staffing Resource Specialist was changed to “**Staffing Resource Specialist/Student Support Services Facilitator**”. This was done because the district is changing the name of the position.

Section B2 (Supplements for Athletic Coaches) **Dance coaches supplements** were increased to be consistent with other coaches requiring the same amount of hours. Additionally, **volleyball coaches supplements were increased** to the same amount as coaches. Finally, a new supplement for **Beach Volleyball Coaches** was added to the supplement schedule.

Appendix G – Supplements

We added (permanently) the supplement for **Industry-Certified Career Education teachers**. Previously, this supplement was bargained each year and entered the CBA as an MOU.