



FAQ New CBA

- Section: Academic Freedom
 - **Q:** Does the new contract allow teachers to supplement the curriculum with items pertaining to the subject and skills being taught? Sometimes the kids need a little extra to grasp the skills.
 - **A:** Yes. Employees can supplement the curriculum to fit their students' needs. The material must be free from bias and should be based on fact. Refer to Section 4:01 on page 29 of the new CBA.
 - **Q:** Will the academic freedom also include access to sites that are currently banned? Specifically asked about was Teachers pay Teachers. If they are worried about what students are accessing, I have seen that it is possible to make sites only banned for student login. A teacher would have to login to be able to access it.
 - **A:** This was not negotiated. The Board and Federation recognize the necessity for academic freedom in the study, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world and other disciplines of learning. Any sites that are currently blocked will stay blocked until IT deems it safe to access on the school server. Just because it is blocked at school does not mean you can use it on your own personal devices outside of school. We recommend asking for approval before using those items that are blocked on the school server.

- Section: ACT 311 Reimbursement \$30/hr
 - **Q:** Are we being paid for the “voluntold” things we do now?
 - **A:** If it is not in your job description, you should be compensated and the concept of “voluntold” needs to stop. We will police as needed.
 - **Q:** Does the \$30/hr cover things such as game duties and dance duties? Referring to Section 9:01 Attendance at School Events.
 - **A:** If it is volunteer basis, no. Employees should not be required to attend such events. If employees are required, then the employees should be compensated.
 - **Q:** Does the \$30/hr cover early morning/before school IEPs?
 - **A:** If it is not in your job description, you should be compensated. IEPs should be understood as a part of the job for SWE educators. It is encouraged to hold IEPs during contract hours to avoid holding the meetings before school starts or after school ends. Given that SWE is governed by Federal Law, that trumps the contract and local school board policies.



- **Q:** Will teachers be reimbursed for time spent writing IEPs for all of the people hired who will not be writing IEPs?
 - **A:** This was not negotiated. Employees should be responsible for their own case load. The SWE teacher that is the folder holder should be responsible for writing their own IEPs. If they need assistance, every campus should have a SWEDL that can assist. The responsibility should not fall on another SWE teacher that has their own case load. If you feel your situation is inequitable, please contact the union office.

- Section: Administration
 - **Q:** Are there public documents that we can view to see why we are in a deficit?
 - **A:** The budget meeting with the school board is in August. You can also do a public records request at any time to review the school system's records. We have reviewed 10 years worth of budgets and financial documents. All of this is public record and can be found either on the school board website or the legislative auditor. We will be presenting a detailed plan to the board that will recommend where the budget can be cut.
 - **Q:** What administrative positions are being "created"?
 - **A:** We will pursue a detailed organizational chart to answer this question completely.
 - **Q:** Why is there a deficit?
 - **A:** The federal ESSR funds are ending this year. Those expenditures will now be absorbed in our budget. Inflation and other factors also contributed to the deficit that we see this year. In short, historical spending trends and spending trends since the COVID era must be addressed.

- Section: Assault and Battery
 - **Q:** 26:02 Assault and Battery (B). Does the employee have to use their sick days?
 - **A:** No. If the Supervisor relieves the employee of their duties for a period of time due to assault or battery, the employee will not be required to use their sick days.

- Section: Bereavement
 - **Q:** What about the bereavement policy? Did I overlook it?
 - **A:** Bereavement did not change. It was discussed, but it did not change.



- Section: CBA Union Ratification Vote
 - **Q:** What happens if the Union members vote no?
 - **A:** If the Union members choose not to ratify the new CBA, the School Board will have the option to either go back to the table to renegotiate or to continue without the CBA. The Union will be open to renegotiating if the members choose to not ratify the new CBA, but we can only renegotiate if the School Board votes to. If we have to renegotiate, it will be the same pot of money, but cut up in different ways.

- Section: Coaches Compensation
 - **Q:** Does the flag/color guard only get 3%?
 - **A:** No. This was a typo. High School flag/color guard will receive 5% and Junior High flag/color guard will receive 3%.

- Section: Duty
 - **Q:** 90 minutes of duty per week. Does this include lunch (cafeteria) and recess duties as well as before and after school duties?
 - **A:** Yes. All duties pertaining to supervising students outside of your normal class period or transitions.
 - **Q:** Could duty minutes be defined by grade level bands? Pre-K-3 need significantly more duty than Jr High and High school. This also applies to schools with different makeups like a school with 17 teachers for one grade level versus a school with only 3 teachers per grade level.
 - **A:** The 90 minutes of duty refers to all grade levels. It is encouraged for all schools to look at the current duty schedule and reorganize it to support the 90 minutes of duty cap. We are currently working with administration and building reps to make this a reality.
 - **Q:** Do you receive extra compensation for covering extra duties for people?
 - **A:** No. If a person is absent, the substitute should cover that person's duty position if they are scheduled for duty that day. If you choose to cover someone's duty or swap with someone, there will be no extra compensation. This is something we can look at in the future.
 - **Q:** Does it count as duty if you only have your students in the room while waiting on the buses for 30 minutes?
 - **A:** Best practices should be used when dismissing students on campus. Per the CBA, employees are only required to stay 10 minutes after the last bell on campus. If the employee is not on duty, they should be allowed to leave campus. Dismissal may need to be reorganized on specific campuses to alleviate this issue.



- **Q:** Does the 90 minutes of duty apply to the TRT and SWEDL?
 - **A:** Yes. It applies to all bargaining unit employees except for counselors, MHPs, and nurses.
- **Q:** How are schools going to manage the 90 minutes of duty a week?
 - **A:** Schools are encouraged to use best practices when scheduling employees to supervise students outside of the classroom or transitions. The duty committee needs to meet and think creatively on how to restructure the duty schedule if employees are being required to have more than 90 minutes of duty a week.
- **Q:** If a teacher has afternoon bus duty, does their duty time include the required “10 minutes after the last bell” or does their duty start after the required 10 minutes?
 - **A:** If you are on “duty” and supervising students leaving school, you are on duty. This does not negate the 10 minutes after the last bell. If not all employees are supervising students during dismissal and you are, then that constitutes as a duty.
- **Q:** Is there an unlimited amount of time that we should have students waiting for buses because last year it took 30 minutes for all students to be dismissed daily?
 - **A:** All schools are encouraged to use best practices when dismissing students. If specific schools are finding issues with restructuring dismissal or the duty schedule, we encourage them to reach out for clarification or support to restructure the duty schedule or dismissal.
- **Q:** What is the definition of “duty”? Does this include lunch, recess, dismissal with only your class in the room, dismissal with everyone in the hallways? Or is duty any time you watch students outside of your classroom?
 - **A:** Duty is the supervision of students outside of your classroom or transitions. This includes morning, lunch, recess, and dismissal.
- **Q:** When lunch is a duty spot, those teachers don’t get their planning AND a lunch. How does this get solved?
 - **A:** The school is encouraged to use best practices to alleviate this issue. Planning time should be compensated if the employee does not receive it. All teachers should receive a 20-minute duty free lunch.
- **Q:** Why aren’t individual schools addressed for too many duties and no planning times? It feels like a blanket staff email since some schools are doing it right.
 - **A:** It is intended to assist those worksites that struggle with relieving employees when needed. Some schools may have it right and that is a positive! It is encouraged to share those best practices with other campuses that may struggle with restructuring their duties and planning times.



- Section: Extended Sick Leave/Maternity Leave
 - **Q:** 2:04 Extended Sick Leave says maternity leave in accordance to Louisiana state statute and school board policy GBRIC. Does that mean it will follow the new policy from November that states state employees are granted 6 weeks of paid maternity leave without having to exhaust sick days?
 - **A:** This follows the state statute. The state statute R.S. 23:342 (2b) states, “For the purposes of this Subparagraph, “reasonable period of time” means six weeks for a normal pregnancy and childbirth or the period of time during which the female employee is disabled on account of the pregnancy, childbirth, or related medical conditions, provided the period shall not exceed four months. **The employee shall be entitled to utilize any accrued annual leave during this period of time.** Nothing herein shall be construed to limit the provisions of R.S. 23:341(C) or Subparagraph (a) of this Paragraph. R.S. 23:342 (2a) states, “To receive the same benefits or privileges of employment granted by that employer to other persons not so affected who are similar in their ability or inability to work, including to take disability or sick leave or any other accrued leave which is made available by the employer to temporarily disabled employees. Per GBRIC policy, every 6 years you can have up to 30 additional days of extended sick leave granted. This is in addition to the 90 days for general extended sick leave every 6 years.
 - **Q:** Do I get my sick days back that I had to use since the state statute was passed in November?
 - **A:** The state statute referring to maternity leave is R.S. 23:342. The state statute R.S. 23:342 (2b) states, “For the purposes of this Subparagraph, “reasonable period of time” means six weeks for a normal pregnancy and childbirth or the period of time during which the female employee is disabled on account of the pregnancy, childbirth, or related medical conditions, provided the period shall not exceed four months. **The employee shall be entitled to utilize any accrued annual leave during this period of time.** Nothing herein shall be construed to limit the provisions of R.S. 23:341(C) or Subparagraph (a) of this Paragraph. R.S. 23:342 (2a) states, “To receive the same benefits or privileges of employment granted by that employer to other persons not so affected who are similar in their ability or inability to work, including to take disability or sick leave or any other accrued leave which is made available by the employer to temporarily disabled employees. Per GBRIC policy, every 6 years you can have up to 30 additional days of extended sick leave granted. This



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- **Q:** Please explain the additional part added to the extended sick leave/family leave regarding insurance change.
 - **A:** Assumptions are made that this pertains to Section 13:01 (C). If it does, it requires the employee to continue to pay their share of the insurance that they are required to pay each paycheck to continue medical benefits.
- Section: Insurance
 - **Q:** Is there a way to counter the insurance increase?
 - **A:** The insurance increase was voted on and accepted by the insurance committee and the board. There is no way of reversing it. There was a projected deficit of 6 million dollars due to rising insurance costs. This plan passes 2 million dollars on to employees and the board absorbed the 4 million dollar deficit.
- Section: Observations
 - **Q:** Does page 28 Article 3 Item B mean that any teacher who is scored using SLT and observation only (non-VAM) will always have 2 observations no matter the rating?
 - **A:** That is correct. The same goes for VAM teachers as well. The state deems that as acceptable or not so it can change from year to year. If the state changes it to non-VAM as well, then it will apply for non-VAM teachers too.
- Section: Pay Raise/Stipends
 - **Q:** Are the UIR/CIR schools going to be listed as well as the critical shortage subjects for those stipends?
 - **A:** The critical shortage subjects will be decided as of September 1st by administration. The UIR/CIR schools are listed on the state website. It will be listed with the school performance scores from last school year.
 - **Q:** Are we getting a raise?
 - **A:** All employees will receive a one-step increase in salary this year.
 - **Q:** Is the raise only for this year or will it increase one pay level each year the contract is in place? Are we guaranteed steps for the following years?
 - **A:** It is only for this year. We have financial negotiations in February for the next school year. Currently, we are not guaranteed steps for the following years, however once a step is given, it cannot be taken away.



- **Q:** Can we unfreeze the steps? That would at least guarantee a step a year. Can the line about raises say one step per year of employment?
 - **A:** That was not agreed upon in negotiations. We do have financial negotiations coming up in February for the next school year.
- **Q:** Does this mean that for the duration of this agreement we will only get yearly \$500 steps?
 - **A:** Only this school year. We go back to financial negotiations in February for the next school year.
- **Q:** Is this the raise that has been in negotiations?
 - **A:** Yes. This was the agreed upon step from both sides. Other proposals were made, but not agreed upon.
- **Q:** The state considers SWE critical shortage so is the parish adding SWE to the list for the critical shortage stipend?
 - **A:** No. The district gives SWE educators an additional 2 steps to salary for certified SWE educators. So each year, SWE educators are already 2 steps ahead of regular educators.
- **Q:** Why are SWE positions not considered critical shortage? It was mentioned in the past that the 2-step increase was to compensate for additional responsibilities (IEPs etc) and additional schooling for certification.
 - **A:** The district gives SWE educators an additional 2 steps to salary for certified SWE educators. So each year, SWE educators are already 2 steps ahead of regular educators.
- **Q:** Why is higher education pay increase only for employees who receive the degree while employed with St. Tammany?
 - **A:** That is what was negotiated a couple of years ago. Retro pay was not negotiated and if you received an advanced degree outside of the parish, then that employee should be on that pay level lane receiving that increase already.
- **Q:** Will there be no reserve fund this year since we are in a deficit?
 - **A:** If there is not a surplus, then there will be no reserve fund stipend. The budget meeting is scheduled for August with the School Board.
- **Q:** With the \$1,000 for advanced degrees, do you also shift lanes? Central Office is saying you don't, and you only receive \$1,000 added to your base pay and stay in the current lane that you were hired on. So, if you earn a Master's degree while in the parish and you were hired on the Bachelor's degree lane, you only receive the \$1,000 added to your base pay, but stay in the Bachelor's degree lane.
 - **A:** The \$1,000 applies to your base pay. The lanes are only used for hiring purposes.



- Section: Planning Time/Duty-Free Lunch
 - **Q:** 225 minutes of planning for elementary? Does that mean we are going to have 45 minutes per day? Do we have enough enrichment teachers for that?
 - **A:** It is either 45 minutes per day or 225 minutes of planning a week. This includes any time you are not supervising students. That includes recess and enrichment classes.
 - **Q:** Can high school Librarians be added to have a planning period just like the teachers?
 - **A:** It was negotiated for elementary and middle librarians since they have classes daily all day long. High school librarians have been receiving planning periods already, so this should be common practice.
 - **Q:** Can there be more clarification on planning time? Specifically planning time for special education?
 - **A:** Special education teachers are required to receive the 45 minutes per day of planning or 225 minutes of planning a week. If they don't, they should be compensated.
 - **Q:** Do all SWE teachers get a duty-free lunch and a planning period?
 - **A:** Yes.
 - **Q:** Does the Librarian receive both a planning time, a shelving time, and a lunch time?
 - **A:** For elementary and middle school Librarians, Librarians shall receive planning time equivalent to the teachers at their worksite. This also includes a duty-free lunch and shelving time. High school librarians should have this already.
 - **Q:** Does walking my students to and from enrichment in elementary count in my planning time or is that not considered planning time?
 - **A:** That is not considered planning time. You are still supervising students.
 - **Q:** How will the compensation work if/when we do not get our 225 minutes of planning? Will we fill out a time sheet?
 - **A:** We are not aware of the mechanism, but typically this type of compensation has been handled with time sheets.
 - **Q:** Is there language that prohibits admin from breaking up planning minutes?
 - **A:** Only for Junior High and High school. Those on a modular schedule may be required to break up the planning minutes to compensate for student supervision during the school day.
 - **Q:** It says no more than 1 meeting/week can take place during our planning time. Does this include IEPs?



- **A:** Yes. Compensation should be given if planning time is used and the teacher cannot utilize planning period for what is needed for their classroom.
 - **Q:** Since the CBA says “staffing which is available to create planning minutes” in the planning section, does that mean I wouldn’t get a planning period if there is no staff?
 - **A:** If you do not receive the minimum required minutes of planning (225 minutes weekly) you should be compensated for not having your planning.
 - **Q:** Why is it that I can’t leave campus during my planning period without admin approval? Who approves if the admin is in a meeting or off campus?
 - **A:** Before leaving campus, it is encouraged to alert admin and discuss the necessity for leaving campus. Next in chain of command should be notified in the event the admin is in a meeting or off campus.
 - **Q:** Why is the only options for Pre-K teachers’ lunch during planning time or nap time?
 - **A:** That is what was negotiated. Due to the supervision of students at that age, it was the most feasible time period to allot for a duty-free lunch.
 - **Q:** Will additional enrichment teachers be hired to allow for the required planning?
 - **A:** If there is an opening, yes. The new CBA does not require additional enrichment teachers to be hired to compensate for planning. That is a management rights issue.
- Section: Recognition
 - **Q:** It says every position has a day to acknowledge them. Does that mean “Principal’s Day” or “Secretary’s Day”? Because we don’t have an interventionist day or instructional coach day.
 - **A:** It includes a day to acknowledge each job class, not job title. It’s not perfect, but we strive to acknowledge all employees.
- Section: School Instructional Time
 - **Q:** How will school times be adjusted to accommodate the new line that says total school minutes need to be equitable?
 - **A:** We agreed that in the first year, we will study the issue and work out a plan for implementation. There are a lot of moving parts with system wide change including transportation.
 - **Q:** Will school times change to reflect the Instructional Time in Section 4:05?



- **A:** We agreed that in the first year, we will study the issue and work out a plan for implementation. There are a lot of moving parts with system wide change including transportation.
- Section: Substituting for other teachers/splitting classes
 - **Q:** Anything about splitting classes if no sub is found? Is there something about teachers having extra students due to split classes?
 - **A:** Yes. Section 9:24 (F), Employees generally shall not be required to monitor/teach another employee's class while teaching their own classes unless in the event of an emergency situation. The building level duty committee shall create a plan relative to these situations.
 - **Q:** Can we do a 4-day work week once a month so that the 5th day can be designated for PLC meetings and/or Professional Development? This would prevent the substitute problem with splitting classes when teachers have a PD to attend or another meeting to attend.
 - **A:** Typically this is done in rural districts that are impoverished and have difficulty attracting school employees. Given our tax base, we do not feel this would be supported by the community. This was not discussed during negotiations by either side.
 - **Q:** Do elementary teachers get the compensation if they must cover a class during planning?
 - **A:** Yes. 9:30 (F), If a teacher substitutes during his planning period, he will be paid his hourly rate of pay.
 - **Q:** Does Section 9:30 (E and F) apply to elementary when we split classes? If not, is there something in the contract that address the splitting of classes and a monetary compensation for when it happens or does Section 9:24 (F) address this?
 - **A:** Section 9:24 (F) addresses splitting classes.
 - **Q:** For teachers at the Elementary level. Last CBA said no splitting classes. Anything like that in the new CBA? Or compensation?
 - **A:** Yes. Section 9:24 (F), Employees generally shall not be required to monitor/teach another employee's class while teaching their own classes unless in the event of an emergency situation. The building level duty committee shall create a plan relative to these situations.
 - **Q:** If a teacher substitutes during his planning period, he will be paid his hourly rate of pay. Is this different rate for everyone since we all have different salaries?
 - **A:** Yes. Everyone has their own rate of pay based on their current salary.
 - **Q:** Is there additional funds for Pre-K teachers when classes are split?



- **A:** Section 9:24 (F), Employees generally shall not be required to monitor/teach another employee’s class while teaching their own classes unless in the event of an emergency situation. The building level duty committee shall create a plan relative to these situations.
 - **Q:** Where does the money go if they have to split a class? Why not give it to the teachers?
 - **A:** Such expenditures come out of the general fund and would be directed to other purposes or be captured in the general fund reserve. Keep in mind though that savings become a part of the salary reserve stipend.
 - **Q:** Why can teachers not be paid for split classes like Jefferson?
 - **A:** It was not agreed upon in negotiations. We will pursue this issue in future negotiations. The state of the budget right now limited our ability to negotiate salary and supplements.
- Section: Supply Fee:
 - **Q:** Are speech therapists included in the \$500 pay for supplies?
 - **A:** Each certificated employee designated as a classroom teacher or librarian will be paid a stipend of \$500 for supplemental teaching materials each contract year by August 31st. Unfortunately, this does not include Speech Therapists. We have been told in the past that SLPs can make requests to their department for materials.
 - **Q:** Can it be put on a prepaid card instead? Hancock Schools in Mississippi do this so we can get information on how they do it successfully if needed.
 - **A:** This was not negotiated, but it can be looked in to for future negotiations.
 - **Q:** What constitutes a classroom teacher for the supply fee? I’m a certified teacher, but don’t have a classroom roster on JPAMS but I do have students on a SWE roster.
 - **A:** A certificated employee designated as a classroom teacher or a librarian.
 - **Q:** When will the Supply Fee be paid out for classroom teachers and librarians?
 - **A:** The supply fee will be paid out on August 31st.
 - **Q:** Will retirement be taken out of the Supply Fee? Can something be added to the CBA that only retirement will be taken out of the Salary pay?
 - **A:** Since it will be taxed, all items will be taken out of the supply fee since it is treated as a “stipend.” The advantages are that you don’t need approval and you keep what you purchase.
 - **Q:** With the supply fee being a stipend, will it be taxed and reported as income? If it is, why is it taxed?



- **A:** Yes. That was the way it was accepted during negotiations at this time to prevent employees from having to retain receipts. The reimbursement program was quite a burden on the bookkeepers at the school level.
- Section: Questions specific to TRT/RHT
 - **Q:** How does the new CBA apply to TRTs/RHTs?
 - **A:** TRTs/RHTs are considered certificated employees. Those teachers should refer to that section.
 - **Q:** If Librarians are not to handle Chromebook issues, then who does this fall upon? Where does the needed time come from?
 - **A:** This is based on what school you work at. Responsibilities vary from school to school.
 - **Q:** Is there to be an IT Tech assigned to every school fulltime, as opposed to once a week for some schools for technical issues?
 - **A:** This was not negotiated for this CBA. That is a management right.
- Section: Questions specific to Bus Owner/Operators
 - Section 6:02 for Bus owner/operators.
 - **Q:** Why can't Bus owner/operators be grandfathered in until retirement?
 - **A:** Bus owner/operators will continue to be protected by the contract. That was not agreed upon in negotiations. This will be discussed in detail at the ratification meeting.
 - **Q:** Will I not be able to buy a bus after June 30, 2025, if the Superintendent tells me I can't?
 - **A:** Given the complexity of the verbiage, this will be discussed in detail at the ratification meeting.
 - **Q:** Will there be a clause in the next CBA preventing bus owner/operators?
 - **A:** We cannot speak for future negotiations, but the federation is committed to keeping owner/operators as a key part of the bargaining unit.