

Summaries for Second Tentative Agreement

Common to All

ARTICLE III - FEDERATION RIGHTS

Previous draft:

Section 8:03 –

Distribution of Materials

- A. The Federation shall have the right to distribute Federation materials and literature to Bargaining Unit members. Distribution of such materials shall be made only by authorized representatives of the Federation. All materials distributed by the Federation shall bear the name of the Federation. It is further provided that such communications shall not include materials which are oriented in any manner whatsoever to the candidacy of persons for national, state or local political office. No competing organization shall be extended this right. This provision applies to materials distributed at worksites and does not infringe in any way on the Federation's right to endorse candidates to its members outside of work settings including St. Tammany Parish School Board email. B. No competing labor organization shall have the right to distribute literature at the worksite.

Current Draft:

Section 3:03 - Distribution of Materials at Worksites

The Federation shall have the right to distribute Federation materials and literature to Bargaining Unit members at worksites. Such distributions shall not contain confidential information concerning collective bargaining negotiations. Distribution of such materials shall be made only by authorized representatives of the Federation. All materials distributed by the Federation at worksites shall bear the name of the Federation. It is further provided that such-materials shall not be oriented in any manner whatsoever to the candidacy of persons for national, state, or local political office. No competing organization shall be extended this right. This provision only applies to materials distributed at worksites and does not infringe in any way on the Federation's First Amendment right to endorse candidates to its members outside of work settings.

Changes: Added a line about not communicating information about confidential bargaining items at worksites.

Previous Draft:

Section 8:04 – Dues Deduction and Indemnification

- A. The School Board will collect Federation dues. The School Board will provide listings of the dues collected via email within 5 days of the end of each month. All payments to the Federation will be made via electronic means (ACH or wire transfers). Dues collected will be sent electronically within 5 days of the end of each month. B. Employees shall have the right to request that any dues they have agreed to in writing to pay to the Federation be deducted from their paychecks and remitted directly to the Federation. Upon receipt of a properly executed authorization form from the employee involved, the Board will deduct from the employee's paycheck whatever

dues the employee has agreed to pay to the Federation during the period provided in said authorization. In the event there is an authorized change in the amount of dues to be deducted for any employee, the Federation shall provide the Board with the name and the new amounts to be deducted for that employee. There will be no charge for reimbursement by the Board in making routine deductions, changing the amount of deductions or in adding employees to the list of those authorizing deductions. C. The Federation agrees to indemnify, hold harmless and defend the Board in the event any member or members of the Bargaining Unit take any legal action against the Board as a result of any dues deduction or as a result of the Board discontinuing the dues deduction presently in place with respect to any competing labor organization. Authorizations by employees for deductions of Federation dues shall remain in force from year to year unless revoked by the employee within the month of July each year. This revocation must be in writing to the Payroll Department and Federation. In the event of a hardship, the employee may appeal to the Federation's executive council. D. No competing organization shall be extended this right. In the event legislation is passed during the life of this Agreement allowing for Agency Shop or Fair Share Provisions, the Board agrees to negotiate with the Federation regarding such provisions and their implementation and will not consider the contract as a bar to such negotiations.

Current Draft:

Section 3:04 - Dues Deduction and Indemnification

1. The School Board will collect Federation dues. The School Board will provide listings of the dues collected via email within 5 days of the end of each month. All payments to the Federation will be made via electronic means (ACH or wire transfers). Dues collected will be sent electronically within 5 days of the end of each month.
2. Employees shall have the right to request that any dues they have agreed to in writing to pay to the Federation be deducted from their paychecks and remitted directly to the Federation. Upon receipt of a properly executed authorization form from the employee involved, the Board will deduct from the employee's paycheck whatever dues the employee has agreed to pay to the Federation during the period provided in said authorization. In the event there is an authorized change in the amount of dues to be deducted for any employee, the Federation shall provide the Board with the name and the new amounts to be deducted for that employee. There will be no charge for reimbursement by the Board in making routine deductions, changing the amount of deductions or in adding employees to the list of those authorizing deductions.
3. The Federation agrees to indemnify, hold harmless and defend the Board in the event any member or members of the Bargaining Unit take any legal action against the Board as a result of any dues deduction or as a result of the Board discontinuing the dues deduction presently in place with respect to any competing labor organization.
4. Authorizations by employees for deductions of Federation dues shall remain in force on a continuing basis unless revoked in a signed written statement sent to the Payroll Department and the Federation office 19295 N. 3rd St. Suite 8 Covington, La 70433 via U.S. mail, or by email (union@stfed.org) with a digital signature, between 1st and 15th of a given month. Such revocation shall become effective on the month after the revocation is received, as long as the revocation statement is postmarked or digitally time stamped by the 15th. In the event of a hardship, the employee may also appeal to the Federation's Executive Council in lieu of cancelling membership. The Federation will also maintain an alternative means of collecting dues that does not rely on payroll deductions. No competing organization shall be extended this right.

Changes: We state we will keep a second option for dues deduct (ACH/credit card). Members can now drop each month instead of having to wait until July.

Previous Draft:

Section 8:03 - Distribution of Materials

- A. The Federation shall have the right to distribute Federation materials and literature to Bargaining Unit members. Distribution of such materials shall be made only by authorized representatives of the Federation. All materials distributed by the Federation shall bear the name of the Federation. It is further provided that such communications shall not include materials which are oriented in any manner whatsoever to the candidacy of persons for national, state or local political office. No competing organization shall be extended this right. This provision applies to materials distributed at worksites and does not infringe in any way on the Federation's right to endorse candidates to its members outside of work settings including St. Tammany Parish School Board email. B. No competing labor organization shall have the right to distribute literature at the worksite.

Current Draft:

Section 3:18 - Representation on Committees

Any board-established committee consisting, in whole or part of Bargaining Unit members, to report on work practices, work rules, work policies, or employee benefits, the Federation shall appoint the Bargaining Unit members. In the event the Board should form a committee during the term of this Agreement, the employee representatives will not be appointed by any competing labor organization.

Change: Removed language regarding creating the master schedule that isn't relevant anymore. Teachers and paras can still make scheduling request based on the relevant provisions in the CBA.

ARTICLE IV - GENERAL COLLECTIVE BARGAINING AGREEMENT PROVISIONS

Previous draft:

ARTICLE V - DURATION OF AGREEMENT

A. At the direction of the School Board members, the Agreement between the Federation and the School Board will be for a three-year term (July 1, 2024 to June 30, 2027) with the option for a one-year renewal. If the School Board or Federation do not wish to renew for FY 2027-2028, then either party will notify the other of their intention to terminate the contract by April 1, 2027 as applicable (60-day notification). B. This Agreement shall be effective from 12:01 a.m. on the day following ratification and shall continue in full force and effect until 11:59 p.m. (midnight) on June 30, 2027 (three-year Agreement). C. This Agreement's extension shall be effective from 12:01 a.m. on July 1, 2027 and shall continue in full force and effect until 11:59 p.m. (midnight) on June 30, 2028 (one-year extension).

Current:

Section 4:01 Duration of Agreement

A. Terms of Agreement:

The Agreement between the Federation and the School Board is for a two-year term (August 7, 2024 to June 30, 2026) with the option for two one-year renewals (2026-2027 and 2027-2028).

The Agreement takes effect at 12:01 a.m. the day after ratification and remains in effect until 11:59 p.m. on June 30, 2026, unless extended.

B. Extension by the School Board:

1. To extend for a third year (2026-2027), the School Board must vote to extend by May 1, 2026.

2. If extended for 2026-2027, the School Board must vote by May 1, 2027 to extend for a fourth year (2027-2028).

C. Non-Renewal by the Federation:

If the Federation opts not to accept the School Board's extension for either 2026-2027 or 2027-2028, the Federation President must notify the Superintendent in writing by May 30, 2026, or May 30, 2027, respectively.

D. Continuation after the Fourth Year:

If extended for a fourth year (2027-June 30, 2028), the Agreement remains in effect until June 30, 2028, and continues thereafter until one of the following occurs:

1. Ratification of a successor Agreement.
2. Written notification from the Federation to the Board's chief negotiator indicating non-extension, with the Agreement ending at 12:00 p.m. (noon) on the 30th day after notice.
3. Written notification from the Board's chief negotiator to the Federation indicating non-extension, with the Agreement ending at 12:00 p.m. (noon) on the third day after notice (unless otherwise noted).

Change: The contract will be two years with an option to renew in Year 3 and in Year 4. If there is a fourth year, the document will rollover unless cancelled by either side. The benefit is that if negotiations for a successor agreement are ongoing, the two teams won't feel rushed.

ARTICLE IX – WORKING CONDITIONS

Previous Draft:

Section 26:02 - Assault and Battery

- A. Any employee who is the victim of an assault and/or battery sustained in connection with his employment shall report the same immediately to his supervisor who, in turn, shall immediately report the claim to the Risk Manager. A written incident report must be completed at the time of the initial claim with a copy being provided to the employee. B. The Supervisor will then investigate and make a final written report regarding the incident to the Risk Manager within five working days. The supervisor may relieve the employee of their duties for a period of time, up to the remainder of the day and provide resource for counseling (EAP). C. When charges of assault or battery against an employee are made, the supervisor shall suspend the student from school immediately and the student shall be removed immediately from the school premises without the benefit of the out-of-school suspension procedures. Additional actions may be taken which shall include but not limited to calling for the assistance of police or school resource officer, and notifying the Assistant Superintendent of Administration. Nothing contained in this provision shall prevent the victim from contacting law enforcement authorities. Any employee has the right to report or testify regarding the assault and/or battery to administration, law enforcement, or the judicial system. D. A student who allegedly commits assault or battery on a member of the Bargaining Unit shall be disciplined in accordance with the Handbook on Attendance, Discipline and Student Records. In accordance with RS 17:416, except when the school system has no other school or suitable grade level for the student to attend, no student found guilty by a court of competent jurisdiction of violating the provisions of R.S. 14:34.3 (Battery of a School Teacher) or 38.2 (Assault on a School Teacher), or both, or found guilty at a 22 school system suspension hearing of committing a battery or assault on any school system

employee, or both, shall be assigned to attend or shall attend the school to which the school employee battered or assaulted by the student is assigned. E. The employee shall be notified as soon as possible of the date, time, and location of the expulsion hearing, and shall be invited, but not required to attend. The hearing shall be conducted in accordance with the Board's policy for the disciplining of students. The employee shall have the right to present testimony at the hearing or may submit a written, signed statement regarding the incident to the hearing officer. Employees who attend expulsion hearings under this Section shall not suffer a loss of pay or any current or accrued sick, personal and/or emergency leave. Such persons shall be classified as absent due to official school business. The Administration or Board shall not reinstate a student or rule that the assault and/or battery was provoked, without offering the employee against whom the assault and/or battery was made the opportunity to testify at the expulsion hearing. F. When the assault and/or battery is witnessed by other adult(s), the person(s) witnessing the assault and/or battery shall be allowed to submit a written, signed statement. G. Employees who are the victim of assault and/or battery shall be allowed to request to the administration to archive the associated footage.

Current Draft:

Section 9:01 Assault and Battery

1. Any employee who is allegedly the victim of an assault and/or battery sustained in connection with his employment shall report the same immediately to his supervisor who, in turn, shall immediately report the claim to the Risk Manager. A written incident report must be completed by the supervisor based upon the allegations of the employee, at the time of the initial claim, with a copy being provided to the employee. Depending upon the severity of the alleged injuries, the supervisor may relieve the employee of their duties for a period of time, up to the remainder of the day and provide resources for counseling (Employee Assistance Plan).
2. The Supervisor will then investigate, obtaining any relevant video surveillance, and make a final written report regarding the incident to the Risk Manager and the affected employee within five working days. In certain cases where there are significant injuries or when other extenuating circumstances arise—such as the need for law enforcement to complete their investigation of an incident—the standard investigative period may require extension. Should such an extension become necessary, the Risk Manager and the affected employee will be formally notified in writing. This notification will include a clear explanation of the reasons for the extension, ensuring transparency and maintaining open communication throughout the process.
3. When charges of assault or battery against an employee are made, the supervisor shall suspend the student from school immediately and the student shall be removed immediately from the school premises without the benefit of the out-of-school suspension procedures. Additional actions may be taken which shall include but not limited to calling for the assistance of police or school resource officer, and notifying the Assistant Superintendent of Administration. Nothing contained in this provision shall prevent the victim from contacting law enforcement authorities. Any employee has the right to report or testify regarding the assault and/or battery to administration, law enforcement, or the judicial system.
4. A student who allegedly commits assault or battery on a member of the Bargaining Unit shall be disciplined in accordance with the *Handbook on Attendance, Discipline and Student Records*. In accordance with RS 17:416, except when the school system has no other school or suitable grade level for the student to attend, no student found guilty by a court of competent jurisdiction of violating the provisions of R.S. 14:34.3 (Battery of a School Teacher) or 38.2 (Assault on a School Teacher), or both, or found guilty at a school system suspension hearing of committing a battery or assault on any school system employee, or both, shall be assigned to attend or shall attend the school to which the school employee battered or assaulted by the student is assigned.
5. The employee shall be notified as soon as possible of the date, time, and location of the expulsion hearing, and shall be invited, but not required to attend. The hearing shall be conducted in accordance with the Board's policy for the disciplining of students. The employee shall have the right to present testimony at the hearing or may submit a written, signed statement regarding the incident to the hearing officer. Employees who attend expulsion hearings under this Section shall not suffer a loss of pay or any current or accrued sick, personal

and/or emergency leave. Such persons shall be classified as absent due to official school business. The Administration or Board shall not reinstate a student or rule that the assault and/or battery was provoked, without offering the employee against whom the assault and/or battery was made the opportunity to testify at the expulsion hearing.

6. When the assault and/or battery is witnessed by other adult(s), the person(s) witnessing the assault and/or battery shall be allowed to submit a written, signed statement.
7. Employees who are the victim of assault and/or battery shall be allowed to request to the administration to archive the associated footage.
8. The School Board reserves all of its defenses and rights under Louisiana law, including but not limited to those contained in Title 23 of the Louisiana Revised Statutes and those enumerated in La. R.S. 17:1201 *et seq.*, especially those defenses related to challenging medical causation, the extent of injury, and the ability to return to work following an incident.

Change: Clarified verbiage and allows for additional time to complete investigations.

ARTICLE XIII - FEDERATION HEALTH AND WELFARE FUND

The Board and the Federation will negotiate annual contributions to the Federation Health & Welfare Fund operated hereunder, in which all System employees, including Bargaining Unit employees, Administration, and Management may participate under the following terms and conditions:

1. The Fund will be a voluntary employee beneficiary association (VEBA) qualified under Section 501(c)(9) of the Internal Revenue Code and organized and administered under Louisiana state law. The Fund is a governmental plan exempt from the coverage of ERISA (the Employee Retirement Income Security Act of 1974). The Fund is not regulated by Section 302(c)(5) of the Labor Management Relation Act. The Fund must provide health and welfare benefits, as permitted by law, only for the employees of the Board and officers and staff of the Federation. Any contributions for Federation officers and staff shall be made by the Federation.
2. The Fund may provide for varying levels of participation and benefits provided the Fund does not discriminate on an arbitrary or unlawful basis.
3. The Board shall not guarantee any particular benefit or level of benefits, nor shall the Board be obligated or responsible in any manner whatsoever to make up any unfunded liability as may accrue.
4. The Board's sole responsibility and obligation with respect to the Fund shall be to make the contribution(s) specified hereunder, and nothing contained herein shall be construed as creating any additional obligation on the part of the Board.
5. The Board will collect Federation Health & Welfare premiums. The School Board will provide listings of the premiums collected via email within 5 days of the end of each month. All payments to the Federation will be made via electronic means (ACH or wire transfers). Premiums collected will be sent electronically within 5 days of the end of each month.
6. The Fund's trustees shall be seven (7) in number and be appointed by the Federation. Only employees of the Board and officers and staff of the Federation shall be eligible for trusteeship. Trustees shall serve without compensation. The School Board's Chief Financial Officer will be allowed to serve on the Board of Trustees as an 8th voting member beginning July 1, 2024. Director and Officer insurance must be provided to cover all Board of Trustee members including the Chief Financial Officer.
7. For fiscal year 2024-2025, the Health and Welfare Fund balance of the plan shall be used in lieu of the traditional School Board contribution. Future contributions, participation terms, and benefit terms to the plan will be negotiated each year of the contract when salaries and supplemental pay are negotiated.
8. The Federation must supply the audited financial statement for the Health and Welfare Fund each calendar year no later than **July 31st**. Detailed accounting reports including profit and loss statement, balance sheet, and detailed general ledger of transactions for the year will also be provided upon request.
9. **Management and the Board agree not to replace the Health and Welfare dental program with another provider unless agreed upon by the parties during a financial reopener.**

Change: Commits the district to not selecting another dental provider during the length of the contract unless otherwise agreed upon by the parties during the financial re-opener. Audit now due July 31st instead of June 30th.

Teachers and Certificated Employees

ARTICLE III - INSTRUCTIONAL RESPONSIBILITIES

Previous Draft:

Section 4:01 - Academic Freedom

- A. 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. Employees recognize, however, that academic freedom must be balanced against their first duty which is to teach accepted and adopted standards, curriculum and courses of study. Therefore, employees will exercise responsibly their academic freedom within the scope of the courses of study to which they are assigned, considering the maturity levels of their students. B. Employees may use supplementary materials appropriate and relevant to the curriculum, and consistent with the preceding paragraph. Nothing herein shall be construed as implying any Board obligation to reimburse employees for such materials. Further, it is understood that no employee shall be required to use or purchase supplementary materials for which they do not receive reimbursement from the Board. C. Employees should encourage objectivity in students and should provide the example for them of a fair and objective approach to controversial issues. The instruction offered should be based on fact and be free from bias. D. The Board's endorsement of the concept of academic freedom should not be construed as permitting an employee to promote his own views of a personal, political or religious nature to the students in the classroom setting. Accordingly, employees shall not comment in the presence of students on matters involving collective bargaining disputes or grievances under this Agreement. It is understood that employees may express their own views of a personal, political or religious nature at any time outside of the classroom setting and outside of the presence of students while on the school grounds. E. The ownership (copyright) of materials produced by employees falls into the following categories: 1. Material produced is a direct result of an assignment (such as a curriculum written to fulfill a grant) is, and shall remain, the property of the Board. 2. Material produced by an employee independent of the employee's assigned duties, wholly on the employee's own time (such as when an employee writes a novel or develops computer software) is, and shall remain, the property of the employee. 3. Material produced by an employee which is related to the employee's assignment and material conceptualized and developed by the employee for which Board facilities or technical assistance is required to fully actualize the idea shall be subject to individual negotiation and contract between the parties to establish copyright, ownership and royalty percentages. In the absence of such contract, the material shall remain the property of the Board.

Current Draft:

Section 3:01 - Academic Freedom

1. Consistent with relevant School Board policies and those regulations promulgated by the Louisiana State Board of Elementary and Secondary Education (BESE), the Board and Federation recognize the importance of academic freedom in the study and presentation of facts and ideas concerning humanity, society, the physical and biological world, and other learning disciplines that are relevant and appropriate to the standards. Employees understand that this freedom must be balanced with their primary duty to teach the accepted and adopted standards, curriculum and courses of study. Therefore, employees will responsibly exercise their academic freedom within the scope of their assigned courses, considering the maturity levels of their students.
2. Employees may use supplementary materials that are appropriate and relevant to the curriculum, follow appropriate district policies and procedures, and are consistent with the principles outlined above. Nothing in this section implies an obligation for the Board reimburse employees for such materials. Additionally, no employee shall be required to use or purchase supplementary materials for which they do not receive reimbursement from the Board.
3. Employees should encourage objectivity in students and model a fair and objective approach to controversial issues. Instruction offered should be based on fact and be free from bias.
4. The Board's endorsement of academic freedom does not permit employees to promote personal, political, societal, or religious views in the classroom setting. Employees shall not comment in the presence of students on matters involving collective bargaining disputes or grievances under this Agreement. Employees may express their own views of a personal, political, or religious nature at any time outside of the classroom setting and outside of the presence of students while on the school grounds.
5. The ownership (copyright) of materials produced by employees falls into the following categories:
 - A. Materials produced as a direct result of an assignment (e.g. curriculum developed to fulfill a grant) shall remain the property of the Board.
 - B. Material produced by an employee independently of their assigned duties, and on their own time (e.g. writing a novel or developing software) shall remain the property of the employee.
 - C. Material related to the employee's assignment and developed with the use of Board facilities or technical assistance shall be subject to individual negotiation and contract to establish copyright, ownership, and royalty percentages. In the absence of such contract, the material shall remain the property of the Board.

Changes: Clarified verbiage. It was always the case that supplementary materials had to be approved through Board approved policy, but it is now explicitly stated.

Section 3:04 - Instructional Time

Instructional time will be in accordance with State law. In the interest of equity, all schools must have the same number of total working minutes, inclusive of instructional time, per day, and year. **The Federation and Administration recognize the need for a transition period of no more than one school year to make this a reality.**

Change: Allows for a transition year to accomplish the goal of having all schools have the same amount of instructional time.

Previous Draft:

Section 4:07 - Lesson Plans

The parties acknowledge the critical role of lesson planning in ensuring high-quality education. However, they also recognize that excessive time spent creating formal documentation can detract from the primary focus of teaching and engaging with students. Therefore, the following guidelines are

established to balance the need for structured lesson plans with the practicalities of teachers' workloads. A. Recognizing the professional autonomy of educators, teachers are encouraged to develop lesson plans that reflect their individual teaching style, expertise, and creativity with the goal of and meeting the needs of their students. Employees will not be required to submit lesson or unit plans more frequently than weekly. B. Lesson plans which are incomplete or inappropriate will be revised after consultation with the principal or assistant principal. Administrative oversight will focus on ensuring alignment with curriculum standards and educational goals without unnecessary interference in instructional methods or burdensome requirements, including but not limited to format. C. Employees shall not be required to submit lesson plans sooner than the beginning of class on the first day of the week that they are applicable. D. Lesson plans will be formulated using the electronic student information system or any other electronic system approved by the Superintendent. Since the plans are created electronically, teachers will not be required to print their plans. E. If a teacher submits pre-fab lesson plans from the curriculum or district created lesson plans, he shall not be required to perform additional related tasks, including but not limited to annotation.

Current Draft:

Section 3:05 - Lesson Plans

The parties acknowledge the critical role of lesson planning in ensuring high-quality education. However, they also recognize that excessive time spent creating formal documentation can detract from the primary focus of teaching and engaging with students. Therefore, the guidelines below are established to balance the need for structured lesson plans with practicalities of teachers' workloads.

1. Recognizing the professional autonomy of educators, teachers are encouraged to develop lesson plans that reflect their individual teaching style, expertise, and creativity with the goal of and meeting the needs of their students. Employees will not be required to submit lesson or unit plans more frequently than weekly.
2. Lesson plans which are incomplete or inappropriate will be revised after consultation with the principal or assistant principal. Administrative oversight will focus on ensuring alignment with curriculum standards and educational goals without unnecessary interference in instructional methods or burdensome requirements, including but not limited to format.
3. Teachers should make available through JCAMPUS their daily lesson plans no sooner than the beginning of class on the first day of the week they are applicable. Lesson plan submissions shall be in the following format: daily learning objectives, due dates of assignments, graded work submission dates, and assessment dates. Any other lesson planning documents should be made available, if requested, during formal and/or informal classroom visits.
4. More formal plans may be requested by administration as part of coaching and support for the teacher.

Changes: Lesson plan submissions shall be entered into JCAMPUS in the following format: daily learning objectives, due dates of assignments, graded work submission dates, and assessment dates. This is very stripped down. Teachers will still need to have full lesson planning materials available upon request. These do not have to be polished and can include handwritten notes, sticky notes, notebook entries, notes in teacher manual, etc.

The language about pre-fab lessons and annotations was removed. This will still not be a requirement unless an individual teacher needs support with planning. The main idea was to leave interventions open for those need who need them. They should not be across the board.

Previous Draft:

Section 4:08 - Librarians, Library Responsibility

- A. In addition to student instruction, the librarian shall be responsible for general supervision of the library facility in order to provide students and teachers with assistance in using library materials and in order to provide access to the library during the school day. B. The library may be closed to students if no other personnel is

available to maintain access and assistance during a librarian's lunch period. C. In elementary schools with large school populations, the librarian may develop guidelines for approval by the principal to limit student access while library classes are in progress. D. Librarians shall not be required to do tech support on Chromebooks, including but not limited to power washing and key replacement. E. Librarians shall not be required to handle electronic fee and payment collections with the exception of library specific transactions. F. Elementary/middle school librarians shall receive planning time equivalent to the teachers at their worksite.

Current Draft:

Section 3:06 - Librarians, Library Responsibility

1. In addition to student instruction, the librarian shall be responsible for general supervision of the library facility in order to provide students and teachers with assistance in using library materials and in order to provide access to the library during the school day.
2. The library may be closed to students if no other personnel is available to maintain access and assistance during a librarian's lunch period.
3. In elementary schools with large school populations, the librarian may develop guidelines for approval by the principal to limit student access while library classes are in progress.
4. All librarians may be utilized for the distribution and collection of Chromebooks in the beginning and end of the year.
5. Librarians shall not be required to handle electronic fee and payment collections with the exception of library specific transactions.
6. Elementary/middle school librarians shall receive planning time equivalent to the teachers at their worksite.
7. In general, librarians shall not be required to do tech support on Chromebooks, including but not limited to assisting with ticketing system, power washing, and key replacement. If needed, junior high and high school librarians may be required to assist with Chromebook related issues not to exceed more than two hours per day. If needed, elementary and middle school librarians may be required to assist with Chromebook related issues not to exceed more than two hours per day but shall not be required to assist during classes taught by librarians, scheduled shelving times, or during their planning period.

Change: Added Chromebook duties but placed limits on them. Junior high and high school are limited to two hours a day if needed. Elementary and middle school are also limited to two hours per day but it can't interfere with classes taught by the librarian, scheduled shelving time, or during their planning period.

Section 6:30 – Local Reimbursement

Each certificated employee designated as a classroom teacher, SWE therapist with a caseload, Mental Health Provider, or librarian will be paid a stipend of \$500 for supplemental teaching materials each contract year by August 31st. This stipend will be taxable compensation to the employee and no proof of purchase is required. The employees retain ownership of the supplies purchased. Counselors can make supply requests through their supervisor.

Change: Added all SWE therapists with a caseload, including speech pathologists. Mental Health Provider are also included. Counselors may make requests to their supervisor for supplies.

Section 6:06 - Duty Schedule

The duty schedule at each school shall be prepared as follows:

1. The principal of each school shall be responsible for determining the non-classroom supervision or monitoring of students, and the number of employees required to perform such duty.
2. The Duty Schedule Committee, appointed by a Federation Building Representative, at each school shall consist of fair representation of the faculty including at least one paraprofessional if paraprofessionals are included in the duty schedule.
3. The duty committee shall prepare a duty schedule for the school that aligns with the principal's duty determinations and ensures an equitable distribution of duties **with the goal being to not exceed 90 minutes per**

week per employee, to the greatest extent possible without compromising student safety. This provision will be revisited during the re-opener.

4. The principal shall not arbitrarily or unreasonably reject a duty schedule proposed by this Committee nor arbitrarily or unreasonably determine the nature of extra duty required and the number of employees required to perform such duty.
5. In the event the principal rejects a duty schedule proposed by the Duty Schedule Committee or if the Committee chooses not to prepare one, the principal shall ensure an equitable distribution of duty.
6. Duty for all itinerant teachers may be assigned only at their home-based schools.
7. The following job titles shall not be required to perform duty: Speech-Language Pathologists, Counselors, Mental Health Providers, and Nurses.
8. This section shall not apply to those teachers volunteering or choosing to have additional duties, and the Board will not be obligated to compensate those same employees for their volunteerism or their choice to perform additional duties, except as outline on the supplemental pay schedule.

Change: The 90 minute duty cap can be exceeded in order to avoid undermining safety and security. Employees can volunteer to help or choose to have additional duties without getting paid unless the activity is in the supplemental pay guide. For instance, you can volunteer to cover someone's duty without compensation.

Note: Management and the Federation agreed to study this issue this year. This provision is modeled after Tangi's policy. They pay hourly rate beyond the 90 minute cap. That would be the goal because it's simply not possible on some campuses to not exceed the 90 minute cap without compromising safety.

Section 6:14 - Planning Time

1. Every departmentalized regular education junior high and high school classroom teacher shall be scheduled for a daily uninterrupted planning period during the student school day. This period shall be equivalent to the length of the students' class period. This planning period shall be duty-free.
2. In high schools with a seven (7) period schedule, classroom teachers shall receive two (2) planning periods during one semester and one (1) planning period during the other semester.
3. In schools operating under the modular program schedule, the requirement for a daily uninterrupted planning period may be waived if the employees receive planning time equal to that received under a normal program schedule.
4. Students with Exceptionalities teachers will be given planning time in an amount determined by the principal as may be permitted by the nature of their classes and the staffing which is available to create planning minutes, but no less than the minimum planning time required by ACT 311.
5. As defined by RS 17:434(a), teachers shall have at least 225 minutes of planning time per week while not supervising students.
6. The parties understand and agree that the Board will make its best effort not to reduce planning time during the school day from present levels at each school for any teacher. There will be no obligation to guarantee any number of planning minutes or blocks of planning time in any of the following events:
 - A. Failure of the voters to approve the renewal of any one (1) or more of the ad valorem millages scheduled for renewal during the term of this contract;
 - B. Change in elementary pupil-teacher ratio as mandated by the State or by BESE regulations;
 - C. An increase or decrease in the teaching staff and/or student population at any school requiring a reallocation of positions utilized to create planning time or a reallocation of planning minutes for all classroom teachers at that school; or
 - D. Insufficient resources requiring a reduction in force or an across-the-board pay cut for Bargaining Unit members, either of which would be avoidable by a reduction in planning time.
7. In the event any of the circumstances described hereinabove should arise, before any teacher's planning time is reduced or eliminated, the Superintendent shall meet with the Federation President and bargain in good faith over alternatives.
8. The planning and preparation time shall be used judiciously and appropriately and may include collaborative planning and study groups, provided such shall occur no more than once a week. Grade level/departmental

meetings shall occur no more than once a quarter. These meetings do not constitute as collaborative planning or study groups. Ideally, no more than one meeting per week of any kind will be held. To further the support and development of teachers, professional development will be scheduled as needed. Any teacher who is not afforded the minimum uninterrupted planning time required by RS 17:434(a) shall be compensated at the effective hourly rate per ACT 311.

9. Employees are not permitted to leave campus during planning periods without administrative permission.
10. Employees may opt to engage in a wellness activity on campus during their assigned planning period as long as it does not interfere with PLC participation.
11. Each school will maximize planning time for each teacher during the week(s) of standardized testing.
12. This section shall not apply to those teachers volunteering or choosing to reduce or eliminate their planning time, and the Board will not be obligated to compensate those same employees for their volunteerism or personal choice, except as outlined on the supplemental pay schedule.

Change: Similar to the added section to the duty provision, you can choose to volunteer for duties during planning but only get paid if the activity is covered by the supplemental pay schedule.

Section 6:21 - Relief from Nonprofessional Duties

1. Employees shall not be required to engage in searches for the purpose of locating explosive devices. Employees shall be responsible for evacuating students from the building when so directed and will reasonably cooperate with officials in identifying the potential location or source of any explosive or hazardous device as long as doing so does not endanger the employee.
2. Employees shall not be required to participate in the physical inspection of students to determine the presence of health hazards.
3. Employees shall not be required to participate in any fund-raising activity when not on duty for the school. Employees shall not be required to devote classroom instructional time to fund-raising activities.
4. Homeroom teachers may be required to collect money or assist in fund-raising activities during their regularly scheduled homeroom periods as long as such activities are permitted by the Superintendent.
5. Employees shall not be required to contribute funds to any activity or for any purpose except as required by law.
6. 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 administration will work with the building level duty committee to create a plan relative to these situations at the beginning of each school year.
7. Teachers shall not be required to make routine, general phone calls questioning the absence of students except where making such calls are part of a duty schedule agreed upon by the faculty at a school. This Section shall not preclude a principal from requiring a teacher to contact the parents or guardians of a student in that teacher's class to discuss absenteeism or any topic relating to that student.

Change: States that admin will work with building level duty committee to create a plan for emergency situations where students have to be covered due to an absence and no sub. This plan should also cover how classes will be split if this is something that occurs at the school.

Bus Owner/Operator

Article III—Operational Expenses

17. Any current bus owner/operator working in the system shall be allowed to purchase and replace their school bus with a diesel bus that meets all School Board specifications for the length of this contract.

Change: Previously this language limited the purchase of buses to the current school year. Now that right is protected for the length of the contract.