

Pre-Attendance Assignments



Organizing through Advocacy

UniServ Directors face the challenges of workload, shifting priorities, and having an organizing mindset in the face of overwhelming requests for service. This makes the job complex and challenging. Organizing through Advocacy will help you build and calibrate your current skills, knowledge, and dispositions with the goal of building power to win.

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Why pre-attendance reading?

The resources compiled here are short, relevant, and intended to help you shift from the day-to-day cognitive load of work to the thinking you will use as a learner at the academy. We rely on a number of popular education strategies that involve the use of texts and scenarios for group work. Many participants find it difficult to do a “first read” in the classroom so we have provided those items here in case you would like to review them.

Read and Reflect: (Please Do Before Arriving)

Please take the time before arriving to read our community agreements on pages 3-4. We will engage you in a discussion at the very start of our time together around these agreements and your commitment to them.

Resources for Group Work: (Please Do Before Arriving)

The resources on pages 5-73 are for group work. They will require some familiarity with **each story** but **not memorization of every one of the details**. You should set aside some time to read and review these prior to coming especially if you are not comfortable doing a “first read” amongst others.

Community Agreements for Our Time

Awareness and Self-Knowledge

This requires self-knowledge and self-awareness. Self-knowledge allows you to see what causes you pain and conflict and enables you to embrace your contradictions and inconsistencies. It allows the space to work on things about yourself that you are not happy with. In turn, self-knowledge helps to prevent you from projecting your negative aspects onto other people. Bringing your best self also requires that you have a positive attitude, are willing to deeply explore your perspectives and remain open to the perspectives and experiences of others.

Listening for Understanding

Be an active listener. Active listening involves paying full and careful attention to the other person, looking him or her in the eye, avoiding interruptions, reflecting your understanding, clarifying information, summarizing the other person's perspectives and sharing your own. Remember that most people need time to open up and might not be willing to immediately share their personal stories, hopes, fears and/or concerns.

Being Gracious

Being kind is a vital way of bringing meaning to our own lives, as well as the lives of others. Kindness is about caring genuinely for others around you, wanting the best for them and recognizing in them the same wants, needs, aspirations and even fears that you may have. Being kind and generous allows us to communicate better with others, to be more self-compassionate and to be a positive force in other people's lives. We are gracious when we accept and genuinely work to use the pronouns that others ask us to use. Being gracious includes following the COVID protocols that are in place to protect the health of this learning community.

Staying Engaged

Staying engaged requires you to be morally, emotionally, intellectually and socially involved in the conversation. Staying engaged means that you are listening with curiosity and willing to deepen your understanding. Staying engaged might also require you to sustain the conversation even when it gets uncomfortable or diverted. This means a commitment to keeping your electronic communications to a minimum with folks not present in this learning community. This also means being present for all portions of the learning agenda.

Being Open and Suspending Judgment

Listening with an open mind includes being receptive to the influence of others. You can suspend judgment by becoming aware of preconceived notions and listening to everything someone has to say before jumping to conclusions. Most importantly, suspending judgment also means listening to what the speaker has to say for understanding, not just to determine whether the speaker is right or wrong. This means that we recognize each of us will make mistakes and that we have the capacity to grow. We should expect imperfections.

Saying "I" - tell your truth

Speaking your truth in authentic and courageous conversations about race and other issues where experiences/perspectives may differ widely from yours requires a willingness to take risks. It means that you will be absolutely honest and candid about your own thoughts, feelings, experiences and opinions and not just saying what you perceive others want to hear. Speaking your truth will require you to speak from the "first person" and use "I" statements.

Seeking Discomfort

Leaning in to discomfort will require you to let go of understandings and stereotypes that you may be holding onto in order to move forward. Leaning in means that you will avoid pre-judgment and be open to the kernel of wisdom in each individual's experiences. Leaning in to discomfort will require you to sit through moments of embarrassment, confusion, anxiety, and/or fear.

Reaching Empathy

Empathy and compassion allow you to understand the other person's point of view. When you are empathetic, you are more understanding, patient and kind. Expanding your capacity to feel empathy will also allow others to enter your circle of human concern. Sharing, using, and respecting pronouns is a very simple form of empathy.

Expecting Non-Resolution and Non-Closure

Expect and accept that there may not be closure. It is not likely that you will resolve your personal understanding about race or another person's racial experience in a single conversation. The more you talk about race or other issues with another person, the more you learn and the more they will learn. Authentic and productive conversations about race and other issues where experiences/perspectives may differ widely from yours are continuous and always evolving. This means that sometimes we will have unfinished, unexplored, and shortened conversations about some concepts.

**Adapted from "Embracing equity and inclusion", Annie E. Casey Foundation*

What questions do you want to ask about any of the ideas in these agreements?

What additional agreements do you need in order to be a fully participating member of our learning community?

Can you commit to these agreements? IF not, what would it take for you to be able to commit?

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Scenario 1

Discrimination

Scenario #1

You, the union staff, get a call from a building rep and a president.

A well-respected teacher and union member, Mrs. J, was given an unfair disciplinary write up.

This is the situation: A parent complained that a 7th grade girl's "about me" project showed 4 LGBTQ+ pride flags. The parent did not come speak to the teacher—she went straight to the school board. On the write up, the principal wrote that Mrs. J didn't show "good judgement" and "clear classroom expectations of appropriateness." In his disciplinary meeting with the member, the principal told Mrs. J that he's a conservative Christian, "we can't promote this here" and asked her if she would allow a Confederate flag or swastika on the wall of her classroom. He also announced that he needs to talk to the students about talking about their sexual orientation at school.

He directed her to turn in lesson plans weekly for his review. He ordered Mrs. J to take down ONLY the project with LGBTQ+ flags and leave every other student project up on the classroom walls. Mrs. J didn't want any student to feel targeted, so she took down every project. Mrs. J and her building rep both tried to talk to the principal and assistant superintendent about this unfair treatment of both students and staff. Neither administrator corrected the issue, and just keep telling Mrs. J that she needs to "understand that parents have opinions too."

The local president and building rep are horrified. There's a history of homophobia in the district, including several union members who fear retaliation from their supervisors. The local officers know their superintendent and school board members well. They believe that the district leadership will back the principal's actions. The president, building rep, and Mrs. J are game to try anything and believe that many of their colleagues would also be horrified. The local isn't familiar with grievances, and doesn't have a grievance chair.

**ARTICLE 3
ETHICS**

The Board of Education expects that each teacher shall put forth every effort to promote a quality instructional program in the school district. The Board of Education has stated its policies in the online district policy manual. All teachers are expected to be familiar and be in compliance with the contents of these policies. To access District policies, go to the HSD home page, then click on "District Policies" under the "Quick Links" section.

The Board of Education's various policies relating to conflict of interest will be made known to all teachers. It shall be deemed unethical for any teacher to attempt to influence a Board of Education member outside of an official Board of Education Meeting in regard to teaching assignments, purchase of equipment and supplies, selection of textbooks, or like matters which are ultimately decisions delegated to the Superintendent/designee.

An effective educational program requires teachers with integrity, high ideals, empathy, and human understanding. All teachers will be expected to adhere to the general staff ethics policy endorsed by the Board of Education.

The Board of Education expects the teachers to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents, co-workers and officials of the district.

**ARTICLE 8
PARTICIPATION IN POLITICAL ACTIVITIES**

The Board of Education recognizes that teachers of the district have the same fundamental civic rights and responsibilities as other citizens. Among these are campaigning for elective public office and holding an elective or appointed public office.

No teacher will use school system facilities, equipment, or supplies in connection with campaigning; nor will the teacher use any time during the working day for campaigning purposes. State law prohibits teachers from participating in the management of a campaign for the election or defeat of a member of the Board of Education which employs such teacher.

Any discussions of politics in the classroom are to be handled in such a manner as to give unbiased information. A teacher shall not impose, or attempt to impose, his or her personal, political philosophy upon the students.

**ARTICLE 9
TEACHER/STUDENT RELATIONS**

The relationship between all teachers and students in the school district should be one of cooperation, understanding and mutual respect. All teachers have the responsibility to provide an atmosphere conducive to learning, which should be accomplished through effective individual and group discipline. All students and teachers will treat each other with respect and have the right to learn and work in a safe environment as defined in the Student Behavior Guide.

Teachers will not be subjected to harassment, abusive language, physical aggression, insults or interference in the performance of the employee's duties. Any such complaints will be handled according to the District's Behavior Guide and/or Policy AC.

Differences and problems that arise between a teacher and student are typically best worked out by conferences between these two (2) persons or between the teacher and the parent of the student. However, teachers and students should immediately report a violation or perceived violation of the district's nondiscrimination and anti-harassment policy (AC), regardless of whether a conference has been held.

No teacher may use his or her status as a teacher to adversely influence a student of the district. No teacher may date, make advances toward, or engage in any sexual relationship with a district student, regardless of the student's age, the perceived consensual nature of the relationship, where the advances are made or whether the teacher directly supervises the student. Further, no teacher may discuss or plan a future romantic or sexual relationship with a student. All teachers possessing evidence of or witnessing such conduct or sexual harassment shall report it to the district's administration immediately. All teachers or school officials who know or have reasonable cause to suspect child abuse shall immediately report the suspected abuse to the Children's Division (CD) of the Department of Social Services hotline, pursuant to state law and to the principal.

**ARTICLE 12
COMPLAINTS AND GRIEVANCES**

A. Purpose

The purpose of this policy is to secure at the lowest possible administrative level and as expediently as possible, equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the policy.

B. Definition

1. A grievance is a complaint, misunderstanding, problem or dispute based upon pay, inequitable application of existing published policies, or the conditions or circumstances under which a teacher works. Complaints about non-renewal of a probationary teacher's contract, or about any official Board of Education action, shall be directed to the Board of Education; and a hearing on the same, unless required by state laws, shall be discretionary with the Board of Education. Complaints concerning evaluations, except those that lead to loss of pay, will be excluded. Complaints relating to discrimination on the basis of sex or disability will be resolved in accordance with Policy AC.
2. In this policy, a "teacher" is any certificated teacher of the school district with a teacher contract and one who does not have an administrative contract.
3. "Provide a written answer" shall be the deliverance of the appropriate grievance form or letter, containing the answers and reasons thereof to the grievant, unless notification is by other responsible method such as registered mail.
4. The grievance procedure shall not apply to summer school.

C. Time Limits

1. All time limits herein shall consist of teaching days when a grievance is submitted between the opening day of school as described by the school calendar and on or before June 1st.. Time limits pertaining to a grievance submitted after June 1st and before the last day of school as prescribed by the school calendar shall consist of all week days, Monday through Friday. Every effort will be made to resolve the matter before the close of the school term, or as soon as possible thereafter.
2. The grievance procedure must be initiated within seven (7) days of the action or knowledge of the action. Knowledge of the action is indicated when the

grievant informs the immediate supervisor of the complaint, misunderstanding, dispute or circumstances.

3. The time limits specified in any step of this procedure may be extended, in any specific instance, by the written consent of both parties. In the absence of a written reply within the specified time limits, the grievance shall be resolved in favor of the grievant.

D. Forms

Forms for the filing of a grievance will be available on the Human Resource's Page of the District's website or through the association representative.

E. Personnel Files

1. All documents, communications and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the grievant and participants.
2. Access to the grievance files is restricted to the grievant, the administration and the Board of Education, or to other person(s) designated by grievant by means of written authorization.
3. The grievant shall agree in writing to the distribution of written responses to a grievant's representative, if any. Failure to do so shall restrict the distribution of written responses to the grievant alone.

F. Reprisals

No reprisals of any kind shall be attempted against any grievant, grievant's representative, member of the association, administrator, association director, or any teacher of the Hazelwood School District because of the filing of a grievance.

G. Procedure

Informal

1. The parties acknowledge that it is usually most desirable for a teacher and his or her assigned supervisor (elementary principal, and/or secondary assistant principal) to resolve grievances through free and informal communications. When requested by either party, the grievant's representative(s) may assist in this resolution.

Step 1

1. If the grievance is not satisfactorily resolved at the informal level, the grievant must present the grievance in writing on the designated form within seven (7) days to the principal's office or the grievance will be considered waived.
2. The principal will arrange a meeting within seven (7) days of the time the written grievance is received. The principal, the grievant and the grievant's representative(s) shall be present for the meeting. For the secondary buildings, the assigned supervisor, if involved in Step 1, will be present at the meeting unless unusual circumstances prevent his or her participation.

The building principal shall provide the grievant and the grievant's representative(s) with a written answer within seven (7) days after the meeting. In the absence of a written reply within the specified time limits, the grievance shall be resolved in favor of the grievant.

Step 2

1. If the grievance is not satisfactorily resolved in Step 1, the grievant must present the grievance in writing on the designated form within seven (7) days to the office of the appropriate assistant superintendent or the grievance will be considered waived.
2. The assistant superintendent or his/her designee will arrange a meeting within seven (7) days. The assistant superintendent or his/her designee, the grievant and the grievant's representative, unless the grievant chooses otherwise, shall be present at the meeting.
3. The assistant superintendent or his/her designee shall provide the grievant and the grievant's representative with a written response within seven (7) days after the meeting. In the absence of a written reply within the specified time limits, the grievance shall be resolved in favor of the grievant.

Step 3

1. If the grievance is not satisfactorily resolved in Step 2, the grievant has seven (7) days to submit the grievance to the superintendent or his/her designee or the grievance will be considered waived.
2. The superintendent or his/her designee shall within seven (7) days hold a meeting with the grievant and the grievant's representative(s).

3. The superintendent or his/her designee shall provide the grievant and the grievant's representative(s) with a written response within seven (7) days after the meeting. In the absence of a written reply within the specified time limits, the grievance shall be resolved in favor of the grievant.

Step 4

1. If the grievance is not satisfactorily resolved in Step 3, the grievant has the option in seven (7) days to request the superintendent or his/her designee to provide a meeting with the Board of Education, or the grievance will be considered waived.
2. A meeting involving the Board of Education, the grievant and/or grievant's representative(s) shall be held within ten (10) days of the receipt of the request if possible.
3. Following said meeting a written response to the grievant and the grievant's representative(s) shall be provided within ten (10) days. In the absence of a written reply within the specified time limits, the grievance shall be resolved in favor of the grievant. The Board of Education shall be the final determining body concerning any grievance.

H. Released Time

In Steps 2 and 3 of the grievance procedure, the immediate and appropriate administrator at such step shall have full authority to grant release time to the participants. Time allotted to lunch, parent conferences, or planning shall not be used for resolving grievances unless the participants agree.

I. General Provisions

1. Nothing herein contained shall deprive any teacher of any legal rights, nor of his or her professional rights as a member of any organization with which the association is affiliated.
2. A grievance arising from the action of an administrator above the rank of principal may be processed in accordance with Step 3 (superintendent).
3. The president of the association may file a grievance on behalf of the association initiating with Step 3 (superintendent).
4. All participants shall be given at least a day of notice of a meeting for each seven (7) days allotted to arrange the meeting.

Policy GBCB: STAFF CONDUCT

Status: ADOPTED

Original Adopted Date: 01/24/2017 | **Last Revised Date:** 09/19/2017

District employees are to serve the public and aspire to a high degree of integrity to maintain the public's trust, support and cooperation. It is important that all employees exhibit exemplary judgment and conduct both on and off duty. This judgment and conduct will maintain a culture of trust and safety among students, parents/guardians, the community and employees. Violations of this trust could lead to discipline and/or action under state or local statutes.

The Board of Education expects that each professional and support staff member shall put forth every effort to promote a quality instructional program in the school district. In building a quality program, employees must meet certain expectations that include, but are not limited to, the following:

1. Become familiar with, enforce and follow all Board policies, regulations, administrative procedures, handbooks, other directions given by district administrators and state and federal laws as they affect the performance of job duties.
2. Maintain courteous and professional relationships with pupils, parents/guardians, other employees of the district and all patrons of the district.
3. Conduct oneself with honesty and integrity in all relationships and interactions, and always act in an ethical manner.
4. Refrain from adverse criticism or gossip about employees of the district.
5. Keep current on developments affecting the employee's area of expertise or position, and participate and engage in professional development activities, teams, etc., provided, mandated or suggested by the district.
6. Transact all official business with the appropriate designated authority in the district in a timely manner.
7. Maintain appropriate, acceptable use of district electronic and communication devices.
8. Care for, properly use and protect school property.
9. Remain faithful and prompt in attendance at work.
10. Attend all required staff meetings called by district administration, unless excused.
11. Keep all student records, medical information and other sensitive information confidential as directed by law, Board policy, district procedures and the employee's supervisor.

12. Immediately report all dangerous building conditions or situations to the building supervisor and take action to rectify the situation and protect the safety of students and others if necessary.
13. Properly supervise all students. The Board expects all students to be under assigned adult supervision at all times during school and during any school activity. Except in an emergency, no employee will leave an assigned group unsupervised. Any employee shall assume responsibility for any unsupervised students and assist in any way possible to prevent injury to person or property.
14. Obey all safety rules, including rules protecting the safety and welfare of students.
15. Adhere to Board policy and law, and use exemplary judgment in all communications and interactions with students.
16. Submit all required reports or paperwork at the time requested. Employees will not falsify records maintained by the school district. Falsification of records or paperwork will result in discipline, up to and including termination.
17. Refrain from using profanity or profane gestures.
18. Refrain from conduct that creates a disruptive and/or offensive learning or working environment.
19. Dress professionally and in a manner that will not interfere with the educational environment.
20. Come to work and leave work at the time specified by the employee handbook or by the employee's supervisor. Employees who are late to work, stop working before the scheduled time or work beyond the scheduled time without permission may be subject to discipline, including termination.
21. Refrain from leaving the designated work site during working hours, whether on district business or not, unless approved by the supervisor.
22. Employees are permitted to engage in outside employment as long as it does not interfere with the employee's work duties or responsibilities or in any way lessen the effectiveness of the employee in his or her district job.
23. School employees, other than commissioned law enforcement officers, shall not strip search students, as defined in state law, except in situations where an employee reasonably believes that the student possesses a weapon, explosive or substance that poses an imminent threat of physical harm to the student or others and a commissioned law enforcement officer is not immediately available.
23. School employees shall not direct a student to remove an emblem, insignia or garment, including a religious emblem, insignia or garment, as long as such emblem, insignia or garment is worn in a manner that does not

promote disruptive behavior.

24. State law prohibits teachers from participating in the management of a campaign for the election or defeat of a member of the Board of Education that employs such teacher.
25. Employees will not use district funds or resources to advocate, support or oppose any ballot measure or candidate for public office. Employees will also refrain from using school contacts and privileges to promote partisan politics, sectarian religious views or self-serving propaganda of any kind.
26. Employees will not use any time during the working day for campaigning purposes, unless allowed by law.
27. Refrain from making disparaging or derogatory remarks about colleagues or other district staff since that is a violation of professional ethics. Transmit constructive criticism of other staff members or of any department of the school district to the particular school administrator who has the administrative responsibility for improving the situation.
28. Personal relationships with students or other staff members that decrease in any way the individual's ability to carry out his or her professional responsibilities are prohibited.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

School District Guidelines for
LGBTQ students-Follow Best Practices

State Law	Best Practices
Bullying/Harassment The Federal Law Title IX and F.S. 1006.147 prohibits bullying and harassment of all students.	Bullying/Harassment Schools will follow the district policy prohibiting bullying and harassment, addressing any incident against an LGBTQ student the same way they would address an incident against any other student, unless the bullying/harassment is based on a student's LGBTQ status, in which case the matter may need to be addressed through the District's anti-discriminatory policy. (contact Student Services or HR)
Official Documents Documentation from a State court is required to reflect a change in name and/or gender in a student's official school records.	Official Documents Schools will only modify student records to reflect a change in name or gender upon receipt of such documentation from a State court. While official student records must contain the student's legal name, schools should permit the use of " " in unofficial student records to assist staff in calling the student by the preferred name.
Names and Pronouns There is no federal or State state law that requires schools to call a student by a requested name or use gender pronouns consistent with their gender identity. F.S. 1014.04 does reserve the right to the parent to direct the education and care as well as to direct the upbringing and the moral or religious training of his or her minor child.	Names and Pronouns Schools will use the name and gender pronoun corresponding to his/her consistently asserted gender identity upon request of the student with knowledge of the parent.
GSA Clubs at School Under the Federal Equal Access Act , a public school permitting any non-curricular club must also allow students to form a GSA. The school must also treat the GSA the same as it does any other non-curricular club in terms of access to facilities, resources, and opportunities to advertise.	GSA Clubs at School Schools will permit students to form GSA clubs. The clubs will comply with S.B. Rule 4.06 "Student Clubs and Organizations". Personnel who support these clubs may not design agendas, lead discussion, or provide resources that directly support the discussion of LGBTQ issues.
Coming Out Federal courts have found students have a constitutional right to be "out" at school if they want to be. Although students have the First Amendment right to free speech , a school can restrict a student's free speech when it causes significant disruption in the classroom.	Coming Out Schools will not try to silence students who are open about their sexual orientation or transgender identity, or who question their orientation or gender identity. Restricting a student's free speech may occur if it: (1) causes, substantial disruption with the school's work or material interference with school activities including classroom instruction; (2) impinges upon the rights of other students to be secure and let alone including but limited to discourse in the classroom setting; or (3) the school reasonably forecasts it will cause a substantial disruption with the school's work or material interference with school activities.
Privacy The U.S. Supreme Court recognizes the federal constitutional right to privacy , which extends to students in a school setting.	Privacy School personnel will not unnecessarily disclose any information about a students' sexual orientation, transgender identity or questions they may have about their sexual orientation or gender identity to third parties.

State Law	Best Practices
Restrooms There is specific case law that requires schools to allow a transgender student access to the restroom corresponding to their consistently asserted transgender identity.	Restrooms On a case by case basis, school social workers will work with school and family to evaluate the use of restrooms corresponding to the student's consistently asserted gender identity. If approved, student will be allowed to use the restrooms corresponding to the student's gender identity or at the student's option gender-neutral restrooms and will not be allowed access to the restroom corresponding to the student's birth sex.
Athletics The Federal law Title IX ensures the safety and inclusion of transgender students in all school-sponsored activities (Department of Education, 2014). No federal law requires schools to allow a transgender student to play on a team consistent with their gender identity and expression. State Statute 1006.205 delineates participation by gender.	Athletics As a result of Senate Bill 1028/State Statute 1006.205, athletic teams or sports designated for females, women, or girls may not be open to students of the male sex. A statement of a student's biological sex on the student's official birth certificate is considered to have correctly stated the student's biological sex if the statement was filed at or near the time of the student's birth.
Locker Rooms There is no specific federal or State state law that requires schools to allow a transgender student access to the locker room corresponding to their consistently asserted transgender identity.	Locker Rooms On a case by case basis, school social workers will work with school and family to evaluate and provide a transgender student with available accommodations that best meets the needs and privacy concerns of all students. Transgender students will not be forced to use the locker room corresponding to their birth sex.
Dress Gender expression is protected by the U.S. Constitution and Title IX . This right to free expression includes choice of clothes. As long as what is worn would be appropriate if worn by other students, then a student should be able to wear that clothing even if it isn't stereotypically associated with their biological gender.	Dress Schools will allow transgender students to wear clothing in accordance with their consistently asserted gender identity as long as what is worn is in accordance with dress code policy and gender standards.
Prom/Dances The Federal law Title IX and First Amendment Federal court cases prohibits excluding same-sex couples from school-sponsored proms and dances.	Prom/Dances Schools will allow same-sex couples to attend school sponsored proms and dances. Schools will not dictate that only biological males may wear tuxedos, and only biological females may wear dresses. Schools will review the request for transgender students running for Prom King/Queen, taking into consideration the safety of the student.
Gender Segregation There is no Federal or State state law on the issue of gender segregation for school activities (i.e. classroom activities, field trips, PE class, etc.)	Gender Segregation It is recommended that teachers separate students alphabetically rather than by sex for school activities. Note: This does not include gender specific curriculum such as puberty.
Overnight Field Trips There is no Federal or State state law requiring school personnel to adhere to the requests of an LGBTQ student.	Overnight Field Study Because of the complexity of field study issues, they will be handled on a case by case basis.

State Code Education 1001 Section 42 Parental rights in education.

1001.42 Powers and duties of district school board.—The district school board, acting as a board, shall exercise all powers and perform all duties listed below:

(42) Parental Rights

1. Local school board must, in accordance with the rights of parents enumerated 1002.20 and 1014.04, adopt procedures for notifying a student's parent if there is a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student. The procedures must reinforce the fundamental right of parents to know as much about school personnel, curriculum choices, and supplemental materials and activities to make decisions regarding the upbringing and control of their children by requiring school district personnel to encourage a student to discuss issues relating to his or her well-being with his or her parent or to seek permission to discuss or facilitate discussion of the issue with the parent.

2. A school district may not adopt procedures or student support forms that require school district personnel to withhold from a parent information about his or her student's mental, emotional, or physical health or well-being, or a change in related services or monitoring, or that encourage or have the effect of encouraging a student to withhold from a parent such information, unless a reasonably prudent person would believe that such disclosure would result in abuse, abandonment, or neglect, as those terms are defined in s. 39.01. School district personnel may not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.

3. A school district may not encourage classroom discussion about sexual orientation or gender identity in primary grade levels or in a manner that is not age-appropriate or developmentally appropriate for students.

4. A parent of a student may bring an action against a school district to obtain a declaratory judgment that a school district procedure or practice violates this paragraph and seek injunctive relief. A court may award damages and shall award reasonable attorney fees and court costs to a parent who receives declaratory or injunctive relief.

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Scenario 2

Class Coverage

Scenario 2 - Class Coverage

During bargaining, the union and the school worked collaboratively to address the substitute shortage by adding new language to the contract for class coverage. This would allow a teacher to receive payment for covering a colleague's class.

After ratification, multiple buildings reported administrators denying the payment. They reason for the denials varied from building to building. Special education teachers at the middle school do not have a guaranteed prep time and were deemed to not qualify for the class coverage payment. High school special education teachers were receiving the payment, even if they did not have a prep time when they covered someone's class. School counselors were denied class coverage payments at the high school, but were given class coverage payments at the middle school. Elementary specials teachers (PE, art, music, tech) were told they did not qualify for class coverage payments, as they did not have the same class of students all day. Elementary general education teachers were given class coverage payments, even though many of them switch groups of students across the day.

AGREEMENT BETWEEN THE
SCHOOL DISTRICT AND EDUCATION
ASSOCIATION

This Agreement, made and entered into between the Board of School Trustees, School District, Howard County, Indiana (hereinafter called the "Board") and the Education Association, an affiliate of the Indiana State Teachers Association and the National Education Association (hereinafter called the "Association").

WITNESSETH:

WHEREAS, the Association has been certified as the exclusive representative of certain certificated school employees of the Board; and,

WHEREAS, The Board and the Association have entered negotiations, have reached agreement and wish to reduce such agreement to writing;

NOW, THEREFORE, The Board and the Association agree as follows:

ARTICLE I

RECOGNITION OF ASSOCIATION

Section 1. Recognition. The Board hereby recognizes the Association as the exclusive representative for all school employees in the following appropriate Bargaining Unit:

Including:

All full-time certificated school employees of the School District, including but not limited to all full-time teachers, job sharing teachers, counselors, media specialists, head teachers, lead teacher, instructional facilitators, educational consultants, and all employees that are not full-time but are included pursuant to the decision of IEERB in Case No. 73-R-2.

And excluding:

All employees on an administrative contract and/or administrative salary schedule;

All contractors, subcontractors and vendors which have been hired or retained by the Board to provide goods or services on behalf of the school district;

All employees serving as school safety or school resource officers; and
All classified employees; and

Hearing Therapists;

Speech Language Pathologists; and

School Psychologists.

Unless otherwise indicated or required by the context, the term "teacher" when used herein shall refer to all employees included in the above described appropriate Bargaining Unit.

ARTICLE II

SALARY AND OTHER COMPENSATION

Section 13. Class Coverage. A secondary teacher who is required to forego their preparation period because the teacher is assigned to cover a period for another teacher will be paid fifteen dollars (\$15) for the period. If an elementary teacher whose regular daily assignment is teaching a class of students for the full day is assigned to cover an additional class of students for another teacher, then s/he will be paid sixty dollars (\$60) for covering a full day or thirty dollars (\$30) for covering a half day.

ARTICLE VIII

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Definition. A grievance is a dispute concerning the interpretation, application or alleged violation of a specific article or section of this Agreement by the Board.

Section 2. Procedure. Grievances, with the exception of those that are not appropriate to be resolved at the building level, shall be disposed of in the following manner:

Step One - Immediate Supervisor

Within twenty (20) working days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance orally to the immediate supervisor at a time when the grievant does not have students under direct supervision. Within five (5) working days after presentation of grievance, the immediate supervisor shall orally answer the grievance.

Step Two - The Principal

- (a) Within five (5) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted

to the building principal on the form provided by the Administration and the Association representative. See Appendix C.

- (b) The grievance shall (1) name the employee involved, (2) identify the specific provisions of this Agreement alleged to be violated, (3) state the facts giving rise to the grievance, and (4) indicate the specific relief requested.
- (c) Within five (5) working days after receiving the written grievance, the principal shall give her/his answer in writing to the grievant.

Step Three - The Superintendent

- (a) If the grievance is not resolved in Step Two, the grievant may, within five (5) working days of receipt of principal's answer, appeal to the Superintendent by filing the grievance and the principal's answer, along with any written response of the grievant to the answer of the principal, with the office of the Superintendent, which shall receipt therefore.
- (b) Grievances which are not appropriate to be resolved at the building level shall be initiated at this step.
- (c) The Superintendent, or her/his designated representative, shall hear the grievance within ten (10) working days after receipt of any written grievance properly filed with the Superintendent's office and shall render her/his decision in writing within ten (10) working days after such hearing.

Step Four - Arbitration

- (a) Within twenty (20) working days after receipt of the decision of the Superintendent, the Association, upon written notice to the Superintendent, may submit the grievance to arbitration in accordance with the rules of the American Arbitration Association.
- (b) The arbitrator so selected shall only have the jurisdiction and authority to interpret and apply the applicable provisions of this Agreement to any grievance which is subject to arbitration and has been submitted to her/him by the parties in accordance with the provisions of this Agreement. No arbitrator shall have the jurisdiction or authority to add to, take from or modify any of the terms of this Agreement, nor to resolve any claim not founded upon the express provisions of the Agreement.
- (c) The arbitrator shall be bound by the evidence and exhibits submitted to her/him at the hearing. The decision of the arbitrator shall be in writing, shall be limited to the issues directly submitted to her/him by the grievant and shall be final and binding upon the Board, the Association, and the grievant when rendered upon a matter within the authority of the arbitrator.

- (d) The fees and expenses of the arbitrator and the cost of the hearing room shall be shared equally by the parties. All other expenses shall be paid by the party incurring them.

Section 3. Failure to Observe Time Limits. In the event the grievant or the Association fails to exhaust its remedies under the grievance procedures provided above, or to abide by the time limits with respect to each step, the grievance shall be presumed to be abandoned and the matter shall be settled in accordance with the Administration's last answer thereto. In the event the Administration fails to give its answer at any step within the time limits prescribed, the Association shall have the right to proceed immediately to the next step, including arbitration. Any time limit may be extended by mutual agreement of the parties.

Section 4. Effect of Settlement. Any settlement of a grievance affected in the first and second steps of the grievance procedure shall be applicable to that grievance only, and shall not be binding authority for the disposition of any other grievance unless the settlement is approved in writing by the Association and the Board.

Section 5. Right to Representation. A grievant shall be entitled, upon request, to be represented by a representative of the Association at any Step of this grievance procedure.

ARTICLE X

EFFECT OF THE AGREEMENT

Section 1. Complete Agreement. The parties mutually agree that the terms set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties expressed in a written amendment hereto. All subjects having been fully settled, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively during the term of this Agreement. This Agreement shall supersede any rules, regulations, prior agreements, or practices contrary to or inconsistent with terms contained within this Agreement.

The parties agree to be bound by Indiana's administrative, statutory and case law in effect as of the ratification date of this agreement. Should the law in Indiana be modified subsequent to the ratification date of this agreement, it shall have no effect on this agreement unless a provision is deemed unlawful by a court of competent jurisdiction. In that event, the parties agree to delete the unlawful provision as set forth in the Severability Clause above.

APPENDIX C

GRIEVANCE REPORT FORM

Grievance

#_____School Dist.

Distribution of Forms

1. Superintendent 2. Principal
3. Association 4. Teacher

GRIEVANCE REPORT

Submit to Principal in Duplicate

Building

Assignment

Name of Grievant

Date Filed

STEP III

A. Date Cause of Grievance Occurred _____

B. 1. Identify the Specific Provisions of Agreement Violated

2. Statement of Grievance _____

3. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature of Principal

Date

D. Position of Grievant _____

Signature

Date

STEP III

A. Date Received by Superintendent or Designee _____

B. Disposition by Superintendent or Designee _____

Signature

Date

C. Position of Grievant _____

Signature

Date

APPENDIX C (continued)

GRIEVANCE REPORT FORM

Grievance

Distribution of Forms

#_____ School Dist.

- | | |
|-------------------|--------------|
| 1. Superintendent | 2. Principal |
| 3. Association | 4. Teacher |

GRIEVANCE REPORT

STEP IV

Submit to Superintendent in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

Date Submitted to Arbitration _____

Signature of Association Representative

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Scenario 3

School Nurse Working Conditions

Scenario 3 – School Nurse**Learningland Education Support Professionals (LESP) - Local 2277**

The Learningland Area School district staff their buildings with both Licensed Practical Nurses (LPN) and/or Registered Nurses (RN) to provide health services. In addition, a Licensed School Nurse is assigned to six buildings to oversee the health services provided and the LPNs and RNs. The LPNs and RNs are in the LESP bargaining unit.

The LPNs and RNs are implementing the protocols, testing and health services needed to support students and staff related to COVID-19 and all other health related issues. They are experiencing a number of issues that is making their work more difficult or impossible. Many of the issues are listed here:

Staff shortages

- The buildings are short staffed and do not have the necessary number of LPNs and RNs. One of the results is that there is insufficient coverage for absences and often have the LSN assigned to their building covering during absences.
- Their LSNs are aware of the situation and have been unable to provide enough additional support. Health services falls under the SPED department and SPED assistant directors have been informed of the shortages but no action has been taken other than having LSN's provide coverage. They have been told the SPED director is aware of the situation.
- LSN's are in a different bargaining unit with the licensed staff and are currently disagreeing with the district about additional compensation for the additional duties being required of them.

Lacking necessary equipment

- There are shortages in cleaning supplies, masks, COVID-19 tests, and other PPE.

Coverage of COVID room

- Kids exhibiting symptoms, testing or have testing positive are required to be isolated, separate from the area all students use for services.
- The LPNs and RNs are required to cover both their regular service delivery in the health services area. They also need to cover the COVID-19 room and are unable to do both with any effectiveness.

Situation

- The local has 724 bargaining unit members (25 RN/LPN) – 65% member density
- The district is struggling to find substitutes in all areas
- The LPNs and RNs understand the difficulties of the current situation for all involved but believe more needs to be done, specifically with the amount of resources being provided.
- The LPNs and RNs are also needing to access leave at higher levels than typical due to illness.
- The district has not agreed to provide additional sick leave for any employees this years, even though they did so throughout the 2020-21 school year.
- The district's finances are stable (not deficit spending or using reserves).
- The district has been allocated \$23,555,597.50 in ESSER funds.

Contractual Language - DEFINITIONS

Section 1. Terms and Conditions of Employment: Will mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the School District. The terms in both cases are subject to the provisions of state law.

Section 2. Registered Nurses and Licensed Practical Nurses: Will mean persons employed by the School Board in a capacity exclusively associated with the School District's health services program. The term employee as used herein will not include confidential employees, supervisory employees, essential employees, part time employees whose service does not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the bargaining unit, employees whose positions are basically temporary or seasonal in character and are not for more than sixty-seven (67) working days in any calendar year, and emergency employees.

Subd. 1. Registered Nurse: Will mean all persons employed by the School District in a position for which the person must be licensed as a Registered Nurse.

Subd. 2. Licensed Practical Nurse I: Will mean all persons employed by the School District in a position for which the person must be licensed as a Licensed Practical Nurse.

Subd. 3. Licensed Practical Nurse II: Will mean all persons employed by the School District in a position for which the person must be licensed as a Licensed Practical Nurse by the State who are specifically responsible for providing for the 1:1 health care needs of individual students who require frequent care throughout the school day in order to attend school.

Contractual Language - SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The employees recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The employees recognize the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement will perform the services prescribed by the School District and will be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provision of this Agreement found in violation of any law, rule or regulation there under, will be without force or effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties will not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Contractual Language - EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to state law, nothing contained in this Agreement will be construed to limit, impair or affect the right of any employee, or their representative, to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the employees; nor will it be construed to require any employee to perform labor or services against their will.

Other than the above language the contract is silent on safety, resources and work load

Learningland School District Policy**454 Policy: Health and Safety**

I. **PURPOSE:** The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state and local health and safety laws and regulations.

II. **GENERAL STATEMENT OF POLICY:** It is the policy of Learningland Area Schools to provide a safe and healthy environment for its staff and students. Safety and health protection will be an integral part of all operations.

A. The District will establish a health and safety program with the following goals:

1. Promote employee involvement in safety and health;
2. Reduce the number of lost time injuries at each school; and
3. Comply with occupational safety and health regulations.

B. The District will implement a Health and Safety Program that includes plans and procedures to protect employees and students. The objectives of the Health and Safety Program will be to:

1. Assign responsibilities for implementing and maintaining the program;
2. Establish joint labor/management safety committees at each school;
3. Establish procedures for identifying, analyzing, and controlling hazards;
4. Establish procedures for investigating accidents and near misses to prevent reoccurrence;
5. Establish procedures for communicating hazards and controls to employees;
6. Establish procedures for training employees on safe work practices;
7. Establish procedures for enforcement of workplace safety rules; and
8. Establish procedures for maintaining compliance with federal, state, and local requirements.

454 Procedure: Health and Safety

I. Administration

For the purpose of implementing Policy 454 – Health and Safety, the District has assigned the following responsibilities:

A. Employees

Employees will:

1. Comply with the safety rules and procedures associated with their duties;
2. Use all required safety devices and personal protective equipment;
3. Participate in required safety training, safety committees, and safety inspections;
4. Report unsafe acts and hazardous conditions to their supervisor immediately; and
5. Notify their supervisor of accidents, injuries and near misses.

B. Supervisors/Department Chairs

Supervisors will:

1. Promote safety among employees and to train them in safe work practices;
2. Provide employees with personal protective equipment and ensure its use; and
3. Report unsafe acts, careless operation, and inappropriate behavior.

C. Safety Committees

Safety Committees will:

1. Conduct quarterly safety inspections to identify hazards in the workplace;
2. Review all accident reports and make recommendations to prevent reoccurrence; and
3. Review Hazard Identification/Safety Suggestion forms submitted by staff members and make recommendations to the principal.

D. Principals

Principals will:

1. Take all reasonable steps necessary to protect the life, safety and health of staff and students;
2. Correct unsafe or unhealthy conditions at the work site;

3. Establish and coordinate the activities of a joint labor-management safety committee in the building; and
4. Ensure that employees attend required safety training and employ safe work practices.

E. Health and Safety Department

The Health and Safety Department will:

1. Coordinate the District's Health and Safety program;
2. Develop, implement, and maintain written plans required by the applicable regulatory agencies including Occupational Safety and Health Administration, (OSHA), State Department of Health (SDH), State Pollution Control Agency (SPCA), and Environmental Protection Agency (EPA).
3. Develop safety training materials for staff; and
4. Conduct workplace evaluations to identify hazards.

F. Assistant Superintendents/Directors Management personnel will:

Promote safety and assign responsibility as necessary to ensure compliance.

II. Programs

For the purpose of implementing Policy 454 – The District will implement a Health & Safety Program that includes the specific plan requirements listed below. The District will identify a contact person to oversee compliance, monitor regulatory changes and respond to agency correspondence for each program.

B. Bloodborne Pathogens

C. Community Right to Know

F. Crisis Management

H. Employee Right to Know (ERK)

1. Survey the facility for chemical, heat, noise, radiation and infectious agent hazards.
2. Develop and implement a written Employee Right-To-Know Plan
3. Train affected employees on proper methods and procedures.
4. Provide and ensure the use of personal protective equipment.
5. Develop and implement recordkeeping procedures.

I. Fall Protection

J. Fire Prevention

K. First Aid/Cardio Pulmonary Resuscitation (CPR)/Automated External Defibrillator (AED)

O. Hazardous Waste

P. Hearing Conservation

R. Indoor Air Quality (IAQ)

X. Personal Protective Equipment (PPE)

1. Develop and implement a written Personal Protective Equipment Plan.
2. Train affected employees on proper methods and procedures.
3. Provide and ensure the use of personal protective equipment as needed.
4. Monitor equipment usage, storage and maintenance practices.
5. Develop and implement recordkeeping procedures.

Y. Respiratory Protection

1. Survey and document work practices that require respiratory protection.
2. Evaluate and quantify when necessary the exposure potential of work practices.
3. Develop and implement a written Respiratory Protection Plan.
4. Establish respiratory protection practices and procedures.
5. Train affected employees on proper methods and procedures.
6. Provide respirator medical evaluations and fit tests as needed.
7. Develop and implement recordkeeping procedures.

A blue decorative graphic consisting of a solid blue rectangle on the left, which transitions into a light blue gradient that tapers to a point on the right.

Scenario 4

Academic Freedom

Scenario 4 – Academic Freedom

A seventh grade classroom teacher has been fired based on a parent complaint about what has been taught in the classroom. Teacher Z has been fired for not following the expected behavior of district employees, not following the established curriculum, and using unapproved curricular materials.

This teacher works in a state that does not allow public sector employees to participate in collective bargaining.

During a six-week instructional unit about the United States Constitution, Teacher Z has asked pairs of students to research and create projects about the “authors” of the constitution. Plans for the unit have been submitted to the principal in accordance with approved procedures. Teacher Z has been working with the media center at both the school and district level to source learning materials for the students as they need them. One of the books, “Jefferson’s Sons” was sent and given to one of the teams to use. It provides a story of Jefferson’s children that he had with his enslaved mistress, Sally Hemmings. The parents took their complaint to the principal, who immediately placed Teacher Z on unpaid administrative leave while an investigation was made.

Findings of the investigation:

- The parents brought their concerns to Teacher Z who rudely told them that the full and honest story of Thomas Jefferson is part of American history and the story of the U.S. Constitution. When the parents told Teacher Z that George Washington was the author of the Constitution, they felt that they had been bullied when Teacher Z corrected their understanding about who actually wrote the document.
- The parents were distraught that anti-American content was used with their child without their prior knowledge.
- The student reported feeling bad about how Sally Hemmings and her children had been treated by Thomas Jefferson.
- The book was part of an approved purchase by the district’s media center.
- There are no approved curricular materials at the district level for the state’s required curriculum unit on the United States Constitution.

AR GCO-R Personnel Evaluation

Issued: 06/11

Rescinds: GCO-R

Issued 01/07

I. Teacher Personnel Evaluation

Appropriate personnel will be assigned to fairly and periodically evaluate the performance of instructional employees. The Superintendent, through the administrative staff, will establish procedures for conducting performance evaluation consistent with S.C. Department of Education regulations: 1. [R-43-205.1](#) Assisting, Developing and Evaluating Professional Teaching (ADEPT) (See [GCO-E](#)).

Continuing Contract Teachers

Continuing contract teachers may be evaluated under the ADEPT Goals-Based Evaluation (GBE), the ADEPT **Formal Evaluation of Teachers (SAFE-T)**, or through the National Board certification process.

Continuing teachers normally will be evaluated using the GBE process. In such cases, the continuing teacher and the building-level administrator will jointly agree upon one or more goals to be addressed during the teacher's five-year certification cycle. Each year the continuing teacher must provide satisfactory evidence that at least one of the goals has been met or satisfactory progress is being made to achieve the goal(s). At any time during the five-year cycle, the building-level administrator may require a continuing teacher to undergo the SAFE-T evaluation process, provided the requirements, as described below, have been met.

1. The teacher has been notified of the weakness(es) that he/she exhibits during the current school term.
2. The building level administrator has provided conferences with the teacher about the weakness(es).
3. The building level administrator has provided some means of assistance (building level and/or district staff) to the teacher to help correct the weakness(es).
4. The building level administrator has provided a time frame for improvement to occur.
5. The building level administrator must provide evidence that classroom observations indicated areas of weakness in one or more of the performance standards.
6. The building level administrator must provide verbal and written notification stating the intention to formally evaluate the teacher during the subsequent school year. This must be done prior to April 15th of the current school year.

Continuing teachers may be allowed to work towards National Board certification, in lieu of the GBE process, for up to a three-year period. However, before continuing teachers will be eligible to undertake the National Board certification process in lieu of GBE, they must have the recommendation of the building-level administrator and they must not currently be undergoing or be scheduled to undergo the **SAFE-T** evaluation process.

II. Administrative Personnel Evaluation

A. Principals

Appropriate personnel will be assigned to fairly and periodically evaluate the performance of principals. The Superintendent, through the administrative staff, will establish procedures for conducting principal performance evaluation in accordance with S.C. Department of Education regulations: [R43-165.1](#) - Principal Evaluation Program. In addition, the District administration will

establish a professional development plan based on the principal's strengths and identified areas for improvement, taking into consideration factors including, but not limited to: the school's strategic plan, school test scores, and other performance goals.

B. District/Building Administrators

District/building administrators (including Assistant Principals and Curriculum Specialists) will be evaluated based on written goals developed by the administrators with the review and approval of their supervisors. Administrators will meet with their supervisors at least annually to discuss progress and effective completion of the identified goal(s). Additional goals may be required by the supervisor to assist with continual growth and development of an administrator.

III. Classified Support Personnel Evaluations

Supervisors will fairly and periodically evaluate the performance of classified support employees. Employees will be rated on key performance elements relevant to their assigned positions. The supervisor will meet with the employee annually to review the written evaluation, discuss the employee's satisfactory areas of performance and give developmental feedback on areas for improvement.

Georgetown County Board Of Education

Policy IFE Curriculum Guides Modification and Assessment

Issued: 1/07

Rescinds: IFE

Issued: 7/02

The curriculum will be guided by State standards, goals and objectives in all content areas from Pre K 3 through grade 12.

Pacing guides will be developed annually at the school level and monitored at each grading period by the school administration.

Policy IIAB Supplementary Materials Selection and Adoption

Issued: 7/9/96

Rescinds: IFAB

Issued: 6/87

Supplementary materials are any instructional materials other than textbooks. The Board believes that the availability of a carefully selected and widely varied collection of supplementary materials enhances students' opportunity to acquire knowledge and to learn how to learn.

Principals, teachers, supervisors and students will be involved in the selection of supplementary materials through suggestions, recommendations and other assistance. The principal must approve supplementary materials.

Unauthorized reproduction and/or use of copyrighted materials is illegal and not permitted by the Board and violations of the copyright law may result in criminal or civil suits and/or suspension or dismissal from employment in the system.

The detailed regulations governing the use of copyrighted materials will be maintained in the media center of each school. It is the responsibility of the school principal to schedule an annual review of the copyright law at school staff orientation. It is the responsibility of the media specialist to keep the school staff informed on the use of copyrighted materials.

Policy Character Education

Issued: 01/07

Rescinds: NEW

The Board of Education is committed to the ideals of good character and citizenship through character education as part of the District's mission of successful teaching and learning.

These ideals include, but are not limited to, the following.

- personal integrity and honest
- respect for the rights of all persons regardless of race, religion, sex, sexual orientation, age, physical condition or mental state
- sense of justice and fair play
- trustworthiness
- patriotism
- citizenship
- understanding, sympathy, concern and compassion for others
- discipline and pride in one's work
- respect for one's property and the property of others, including public property
- understanding of the rights and obligations of a citizen in a democratic society
- respect for authority

The District's program of character education will include a meaningful and challenging curriculum that respects all learners and helps them succeed. The district will maintain school communities in which positive behavior is practiced, demonstrated, modeled, and reinforced within an environment of mutual respect and dignity. The District will implement this program in close cooperation with parents of students.

The District will provide opportunities for the integration of character education throughout the curriculum in grades K-12. The district will include a discussion of the informational pamphlet issued by the Governor's office in respect to the sex and family education curriculum.

The process of integrating character education in school programs will include the involvement of students, staff, families and the greater school community (elected officials, community/civic/business leaders, religious institutions, youth organizations, government, media, and citizens at large).

The Superintendent will recommend any changes to the curriculum necessary to include character education objectives in the instructional program.

The Superintendent will develop guidelines to implement this policy as necessary.

The District will assess the character education program periodically. The evaluation will assess the character of the school, the school staff functioning as character educators and the extent to which students exhibit good character.

Policy INB Teaching About Controversial Issues

Issued: 7/9/96

Rescinds: IKC

Issued: 5/31/81

Education for effective citizenship is a major goal of the district. To achieve this purpose, students should have an opportunity to examine controversial issues within the context of their formal education experiences.

Emotional criticism and the promotion of a cause within the classroom are inappropriate and will not be tolerated. Teachers should guard against giving their personal opinions on sectarian or political questions or any other controversial issues. The teacher's attitude should be that of the true scholar.

Before introducing a controversial topic, a teacher will discuss it with the principal as to these conditions.

- appropriateness to the course
- appropriateness for the maturity of the students
- approach to instruction
- teaching materials to be used

The principal must approve all aspects of the instruction in line with the statements in this policy.

Policy GBEB Staff Conduct

Issued: 2/10

Rescinds: New

Purpose: To establish the Board's expectations for School District staff conduct.

The Board reaffirms the belief that one of the best methods of instruction is that of setting a good example. Therefore, District staff members are expected to set the kind of example that will serve students well in managing their own conduct and behavior and subsequently, will contribute to an appropriate school atmosphere.

Staff members are expected to present a professional appearance, dressing in accordance with safety regulations and in a manner appropriate for the work assigned. To that end, in dress, conduct and interpersonal relationships, all staff should recognize that they are being observed continuously by students and that their actions and demeanor will be reflected in the conduct of the students.

The personal life of an employee will be the concern of and warrant the attention of the District if the employee's conduct impairs his/her ability to effectively perform his/her job responsibilities; if it casts the District in a negative light, or if the conduct violates Federal law, State law, and/or Board policy.

No employee will commit or attempt to induce students or others to commit an act or acts of immoral conduct or criminal conduct. If it appears an employee may have violated the law, the district will cooperate with law enforcement agencies.

Employees of the District who are in the presence of students while on duty will not use profanity, will not consume alcoholic beverages and will not use tobacco in any form.

All employees will maintain professional and appropriate relationships with students at all times, both inside and outside of school. No employee may engage in any conduct of a sexual nature with students at any time. This includes any action or conduct communicated or performed in person, in writing or electronically.

The following list, though not all-inclusive, includes some of the conduct that will subject an employee to disciplinary action:

- possessing, using, selling, manufacturing, distributing or dispensing any illegal drug or alcoholic beverage while on duty or on any District property
- fighting or deliberately harming another person
- being absent without approval
- refusing to follow a supervisor's instructions and directions
- failing to adhere to safety and health rules as established by Federal law, State law and/or District rules and regulations
- intentionally damaging or destroying District property
- using profane or obscene language which is inappropriate in the school setting
- having any interaction/activity of a sexual nature or intent with a student
- possessing weapons on District property unless otherwise authorized by law
- using District property without prior authorization
- behaving in an inappropriate manner to the extent that the employee's ability to perform his/her work is adversely affected
- harassing, intimidating or bullying a student, coworker or member of the public
- posting inappropriate personal information or pictures on any social networking website which results in disruption of the school environment or which impairs the employee's credibility or performance.

Any violation of the staff conduct policy by an employee will be grounds for immediate disciplinary action as determined appropriate by the District, including unpaid suspension and possible termination of employment. In such cases, an employee will be informed of his/her right to any hearing or due process procedure that may be applicable under State law or Board policy.

Arrest of an employee

The Board delegates specific authority to the Superintendent to take appropriate employment action with regard to an employee who has been arrested for any reason. The nature of the offense, whether a misdemeanor or a felony, and any possible danger or perceived danger to students, coworkers or the District will be considered in determining the most appropriate disciplinary sanction or employment action. An employee is expected to notify the District administration within 24 hours of any arrest and to keep the administration informed of the continuing status of any criminal charges filed against the employee.

Georgetown County Board Of Education

Policy IB Academic Freedom

Issued: 7/9/96

Rescinds: NEW

The Georgetown County Board of Education believes that academic freedom is essential to the fulfillment of the purposes of the school system. Board policy must protect teachers from any censorship or restraint which might hinder classroom functions. The district will maintain an atmosphere of academic freedom in the schools. Therefore, the Board sets out the following positions on academic freedom.

- Citizens of our American democracy must be able to listen to all sides of a controversial issue. They must be able to sort out the facts and to arrive at independent conclusions. The schools must expose students to current issues which are within the appropriate intellectual grasp.
- Teachers will not attempt, directly or indirectly, to limit or control students' judgment concerning any issue. Teachers will make certain that full and fair consideration is given to the subject and that facts are carefully examined as to the accuracy and interpretation.
- The community has a right to expect that teachers will present controversial issues in a fair and unbiased manner. The community also has a right to communicate concerns regarding these matters through proper channels to the Board.
- Teachers will consult with the administration on the appropriateness of discussing any planned controversial issues with students.

State Code Title 59 - Education
CHAPTER 29
Subjects of Instruction
ARTICLE 1
General Provisions

SECTION 59-29-10. Required subjects.

The county board of education and the board of trustees for each school district shall see that in every school under their care there shall be taught, as far as practicable, orthography, reading, writing, arithmetic, geography, English grammar and instruction in phonics, the elements of agriculture, the history of the United States and of this State, the principles of the Constitutions of the United States and of this State, morals and good behavior, algebra, physiology and hygiene (especially as to the effects of alcoholic liquors and narcotics upon the human system), English literature, and such other branches as the state board may from time to time direct.

Section 59-29-12. Critical Race Theory

Public school districts, public schools, and public institutions of higher learning may not:

1. direct or otherwise compel students to personally affirm, adopt, or adhere to the tenets of critical race theory; or
2. introduce a course of instruction or unit of study directing or otherwise compelling students to personally affirm, adopt, or adhere to any of the tenets of critical race.

For purposes of this chapter, 'critical race theory' means any of the following tenets:

1. any sex, race, ethnicity, religion, color, or national origin is inherently superior or inferior;
2. individuals should be adversely treated on the basis of their sex, race, ethnicity, religion, color, or national origin; or
3. individuals, by virtue of sex, race, ethnicity, religion, color, or national origin, are inherently responsible for actions committed in the past by other members of the same sex, race, ethnicity, religion, color, or national origin. "

SECTION 59-29-55. Instruction on Black history.

The State Board of Education shall examine the current status of the teaching of this state's History. By the 1989-1990 school year, each public school of the State must instruct students in the history of the black people as a regular part of its history and social studies courses. The State Board of Education shall establish regulations for the adoption of history and social studies textbooks which incorporate black history and shall, through the State Department of Education, assist the school districts in developing and locating suitable printed materials and other aids for instruction in black history. The State Board of Education shall examine curricular material for grades 1-6 to determine the level of emphasis on the relationship of agriculture and other industries to the state's economy.

SECTION 59-29-120. Study of United States Constitution requisite for graduation; attendance at veteran's activities.

All public high schools must give instruction in the essentials of the United States Constitution, the Declaration of Independence, the Emancipation Proclamation, and the Federalist Papers. No student in any such school may receive a certificate of graduation without previously passing a course that includes instruction in the provisions and principles of the United States Constitution, the Declaration of Independence, the Emancipation Proclamation, and the Federalist Papers.

On November eleventh of each year which is a legal holiday in this State as provided by Section 53-5-10 to commemorate and honor veterans, all elementary, middle, and high schools in this State if they are open, shall devote at least one hour of the school day in either classroom instruction or at a student body assembly program to study the United States Constitution and the Declaration of Independence. If any such school is not open on November eleventh, this instruction or assembly program must be given on the day the school is open immediately preceding November eleventh.

On November eleventh of each year, schools may permit students to attend activities to commemorate and honor veterans that are held at locations within their respective counties. The parent of a student seeking to be excused pursuant to this subsection shall provide prior written consent to the appropriate school personnel. Attendance at such activities shall count as a part of the instructional day for purposes of Section 59-1-440.

Policy GBK Complaints and Grievances

Issued: 11/98

Rescinds: GAE

Issued: 6/94

The Board of Education recognizes the need to provide an orderly means for the expeditious resolution of disputes concerning the application of any of the provisions of the district's policies, rules or regulations as they affect the work activity of employees.

It is the intent of the Board that all employees having a complaint or grievance be provided a process through which such complaints and grievances will be heard and acted upon. The Superintendent shall develop guidelines to implement this policy.

Employees should secure an equitable solution of grievances at the most immediate administrative level. Employees are encouraged to seek resolution of disputes under the existing grievance regulation and will have the right to do so with complete freedom from reprisal.

A blue decorative graphic consisting of overlapping diagonal stripes, located in the top left corner of the page.

Scenario 5

Required Professional Development

Scenario 5 – Required Professional Development

As a UniServ Director in Strong City you consulted with the EA President concerning the Memo received from the Associate Superintendent on a required, Diversity and Equity Training for all staff.

The local president reports that there are a number of both exempt and hourly employees who have second jobs during evening hours and they are really going to feel a financial pinch if they are required to attend these trainings.

These trainings have been approved by the school board and are considered to be extremely important to them. They have established an Advisory Council to provide input on this program. Because of this, the Associate Superintendent has informed all Principals to require that all individual and team planning time for the next six weeks to ALSO be ONLY about the Diversity and Equity training materials.

This has caused some confusion among the exempt staff, especially those whose work is entirely non-instructional in focus. They are unclear as to what and when they are actually supposed to do with the materials.

**Strong City SD
Office of the
Associate
Superintendent**

Memo

To: Strong City Education Association
From: Associate Superintendent
CC: Strong City Board of Education
Date: 08/26/21
Re: Required Diversity and Equity Training

Beginning on September 13, 2021 and lasting until October 15, every staff person in the district is required to participate in district-wide Diversity and Equity Training. The training will occur on Monday and Thursday evenings from 6:30 pm to 8:00 pm in an online format. As such, no staff will be able to use personal leave or vacation leave on Mondays and Thursdays, and must be present for the entire training.

The Strong City Board has committed \$1,250,000.00 for the purpose of creating and maintaining this important program.

The School Board is asking the Strong City Education Association to collaborate with us on designing, developing, and implementing this program throughout the district. We have assigned an administrator to work on the Equity and Diversity Advisory Council with three employees that the District has already identified.

We look forward to a most successful program this year.

WORKDAY

The arrival and departure times of all employees shall be designated by the Superintendent of Schools who has the authority to set the length of the school day and to require more than the minimum time specified by law. Professional judgment would indicate that teachers should be present while children are at school before and after regular hours. The school site offers maximum efficiency for planning, preparation, and evaluation.

Unless otherwise indicated in the contract or agreement of employment, the workday of full-time school personnel shall in general be eight hours in length, Monday through Friday. However, the days and hours an employee shall fulfill the job requirements may vary with the position of the employee.

Administrative meetings, curriculum development, pupil supervision, assigned duties, parent conferences, group or individual planning, and extracurricular activities, may require hours beyond the stated minimum.

SOURCE:	Jackson Public School District, Jackson, Mississippi	DATE:
	October 16, 1978	
AMENDED:	July 16, 1990	
	August 16, 1993	
	August 3, 2021	
REVIEWED:	May 24, 2006	
	December 6, 2016	
	July 20, 2021	

OVERTIME AND COMPENSATORY PAY FOR EMPLOYEES

PURPOSE

The purpose of this policy is to ensure the Jackson Public School District's compliance with the minimum wage, overtime pay, compensatory pay, and record keeping requirements of the Fair Labor Standards Act (FLSA) of the United States. The FLSA requires that overtime must be paid to non-exempt employees either in the form of monetary compensation or compensatory time at the rate of 1.5 times the regular hourly rate of pay for the number of hours worked in excess of 40 hours per week.

EXEMPT EMPLOYEES

Certain employees are exempt from coverage under the FLSA, and are not subject to compensation for overtime work. Those exempt employees include executive, administrative, and professional employees. Examples include certified professional employees such as teachers, counselors, supervisors, and administrators. Classified administrators are also exempt and include the chief financial officer, director of finance, director of transportation, coordinator of pupil placement, coordinator of instructional TV, director of maintenance, network administrator, coordinator of construction, and security director. Supervisors who are unsure if an employee is exempt from coverage shall consult with the district's legal counsel for a legal opinion.

COVERED EMPLOYEES

All employees in the job classifications listed below are non-exempt employees and are therefore covered under the FLSA:

Secretaries	Custodians
Bookkeepers	Receptionists
Fingerprint Technician	Transportation Specialists
Clerks	Assistant Teachers
Vehicle Servicemen	Plumbers
Bus Drivers	Security Guards
Delivery Men	Food Service Workers
Maintenance Personnel	Graphic Arts Specialists
Carpenters	Painters
Procurement Specialists	Data Entry Operators

EMPLOYMENT RELATIONSHIPS

An employment relationship is not created between student teachers or students and this school district due to the circumstances surrounding their activities.

An employment relationship is not created between this school district and individuals who volunteer or donate their services to the school district as a public service without contemplation of pay.

The hiring of off-duty policemen or deputies on a part-time basis by the school district for crowd control or for security purposes does not create a joint employment relationship between this school district and the city or county. This school district is separate and distinct and acts entirely independent of other governmental entities.

HOURS WORKED

The workweek for the Jackson Public School District begins on Sunday and ends on Saturday. Each employee subject to the FLSA shall be paid in accordance for all hours worked. Compensable time includes all time that an employee is required to be on duty. Meal periods which are 30 minutes or more should not be interrupted.

Hours worked shall be accurately recorded by each employee on the monthly or weekly time sheet in the form which is provided by the district. Employees using monthly time sheets shall furnish all information requested and shall record the exact time of arrival and departure from work. Employees are expected to arrive and depart at or about the time specified by the district unless requested to work overtime by his or her immediate supervisor. All overtime shall be recorded by each employee on the time sheet or time card.

BREAKS AND MEAL PERIODS

Although not required by the FLSA, employees should be allowed breaks of no more than 15 minutes when appropriate. The time of day for breaks and their length shall be determined by each employee's immediate supervisor. Generally, full-time employees receive a morning and afternoon break. Part-time employees receive breaks as deemed appropriate by the immediate supervisor who takes into consideration the length of daily employment.

Meal periods in which employees are not relieved of duty are compensable. Those employees with bona fide meal periods shall be completely relieved of duty for the purpose of eating a regular meal and shall be free to leave the worksite during this period. Employees having bona fide meal periods may eat in a school cafeteria or in a break area at a worksite, however, the employee shall not engage in any work for the school district during this period except for a rare and infrequent emergency.

BASIC MONETARY REQUIREMENTS

All employees subject to FLSA shall be paid not less than the current minimum wage.

OVERTIME PAY

All employees subject to FLSA shall be paid not less than one and one-half times his or her regular rate of pay for all hours worked over 40 in a workweek. Overtime pay due an employee shall be computed on the basis of the hours worked in each workweek and the overtime compensation earned by an employee shall be paid on the next regular payday for the workweek in which the overtime was worked. Overtime or compensatory pay may not be waived by an agreement between employer and employees.

The granting of compensatory time off in lieu of paying proper overtime pay is permitted provided compensatory time is awarded on a one and one half time basis for each hour of overtime worked. The supervisor and employee must have a written agreement or understanding that the employee will receive compensatory time before the work is performed. It shall be the policy and practice of the board of trustees to grant compensatory time instead of overtime whenever possible. The employee may accumulate a maximum of 240 compensatory time hours. The employee must take the comp time when it is agreeable with the supervisor; however, the supervisor's consent should not be unreasonably withheld.

REGULAR RATE OF PAY

Any overtime pay will be based on the employee's regular rate which will include all remuneration for employment. For those employees paid a simple hourly rate the overtime will be based on that hourly rate. For those employees paid on a salary basis, the monthly salary will be reduced to its hourly rate equivalent. Employees shall be paid for each and every hour worked.

AUTHORIZATION FOR OVERTIME WORK REQUIRED

Each district employee responsible for the supervision of employees subject to the FLSA shall, prior to permitting any overtime work, receive authorization from the superintendent or her designee.

RECORDKEEPING

The superintendent shall require all records on wages, hours, and other items listed in the record keeping regulations (29 CFR Part 615) to be kept by the business office for the time specified by the Act.

The superintendent or her designee shall secure a sufficient quantity of the minimum wage posters. One poster shall be displayed in each district work site.

ENFORCEMENT

District employees shall, at all times, cooperate with authorized representatives of the Department of Labor who may visit a work site for the following reasons:

1. to investigate and gather data concerning wages, hours, and other employment practices;
2. to enter and inspect any school district premises and records;

3. to question employees to determine whether any person has violated any provision of the FSLA.

Employers who have willfully violated this law may face criminal penalties, including fines and imprisonment. The term “willful” is defined by the U.S. Department of Labor as “knew or should have known”.

District employees responsible for supervising employees subject to the FLSA who willfully violate the terms of this policy shall be subject to disciplinary action by the school district. Any disciplinary action taken by the school district will be in addition to any relief granted an employee by the U.S. Department of Labor or a court of law.

SOURCE: Jackson Public School District, Jackson, Mississippi

DATE: August 20, 1979

AMENDED: July 16, 1990

September 18, 1995

September 18, 2000

PROFESSIONAL DEVELOPMENT

Overview and Purpose

The Jackson Public School District is focused on increasing student achievement through quality professional development. The purpose of professional development is to ensure that every educator engages in effective professional learning every day so every student achieves. The District's professional development program is tailored to prescribe professional learning and training based on employee feedback from needs assessment surveys in addition to other collected data. Teachers will have opportunities to improve instructional practices and receive support in the areas identified by them. Every employee will have professional learning opportunities designed to increase their knowledge and job performance skills based on their self-identified needs. Because the Jackson Public School District believes that a collaborative approach is essential to developing and maintaining a successful educational system, all employees are required to participate in the professional development program.

In accordance with Mississippi Public School Accountability Standards of 2016 (Standard 15), the Jackson Public School District hereby ensures that it will implement a professional development program aligned with Learning Forward Standards for Professional Learning as required by the Mississippi Department of Education. Research-based standards establish the framework for professional learning that promotes employee growth and improves student outcomes; therefore, the Jackson Public District acknowledges that "increasing the effectiveness of professional learning is the leverage point with the greatest potential for strengthening and refining the day-to-day performance of educators" as stated by Learning Forward.

Section I: DEFINITION OF PROFESSIONAL DEVELOPMENT

The *Mississippi Public School Accountability Standards of 2016* defines professional development as the growth-promoting learning process that empowers stakeholders (teachers, administrators, staff, and other school personnel) to improve the educational organization.

Section II: GOALS OF PROFESSIONAL DEVELOPMENT

The goals of implementing the *Standards for Professional Learning* are to outline the characteristics of professional learning that lead to the following:

1. effective teaching practices;
2. supportive leadership;
3. improved student results.

Although improved student learning is the ultimate goal of professional development in the Jackson Public School District, it is essential to note the additional benefits of quality professional development:

- Improved job satisfaction
- Improved teacher recruitment and retention
- Increased knowledge of innovation teaching and learning practices

- Improved data-driven decision-making

Section III: Professional Development Model

Jackson Public School District has adopted Learning Forward's *Standards for Professional Learning* as the foundation for its Professional Development Model. These Standards define the attributes and essential components of effective professional learning; in turn, effective professional learning leads to effective teaching practices, supportive leadership, and improved student results. The seven standards of Learning Forward focus attention on the following components:

1. Learning Communities - Professional learning that increases educator effectiveness and results for all students occurs within learning communities committed to continuous improvement, collective responsibility, and goal alignment.
2. Leadership - Professional learning that increases educator effectiveness and results for all students requires skillful leaders who develop capacity, advocate, and create support systems for professional learning.
3. Resources- Professional learning that increases educator effectiveness and results for all students requires prioritizing, monitoring, and coordinating resources for educator learning.
4. Data - Professional learning that increases educator effectiveness and results for all students uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning.
5. Learning Designs - Professional learning that increases educator effectiveness and results for all students integrates theories, research, and models of human learning to achieve its intended outcomes.
6. Implementation - Professional learning that increases educator effectiveness and results for all students applies research on change and sustains support for implementation of professional learning for long term change.
7. Outcomes - Professional learning that increases educator effectiveness and results for all students aligns its outcomes with educator performance and student curriculum standards.

SOURCE: Jackson Public School District, Jackson, Mississippi

LEGAL REF: Miss. Code Ann. §37-17-8; Mississippi Department of Education State Board Policy 4500; Mississippi Public School Accountability Standards 2 and 15

DATE: February 18, 1980

AMENDED: June 20, 1993
 July 21, 1986
 January 18, 1988
 July 16, 1990
 June 17, 1991
 May 18, 1992
 June 19, 1995
 August 18, 1997
 November 16, 1998
 May 16, 2005

May 20, 2014
December 6, 2016
October 3, 2017

GBC

STAFF MEETINGS

Faculty meetings are regularly scheduled. Attendance at these and called meetings is required unless excused by the principal. Advance notice of faculty meetings will be given except in case of an emergency.

SOURCE: Jackson Public School District, Jackson, Mississippi;
Mississippi Accountability Standard No. 9
DATE: October 16, 1978
AMENDED: July 16, 1990
REVIEWED: June 9, 2006
December 6, 2016

GACM

ADVISORY COUNCILS

The superintendent shall solicit ideas and opinions from certified and classified staff, business leaders, consultants, the chamber of commerce and other advisory groups as needed to insure the successful and efficient administration of the Jackson Public School District.

SOURCE:	Jackson Public School District, Jackson, Mississippi
DATE:	October 16, 1978
AMENDED:	July 21, 1986
	July 16, 1990
REVIEWED:	May 26, 2006
	December 6, 2016

PERSONAL LEAVE

Section I: LESS THAN FIFTEEN YEARS OF EMPLOYMENT

Full pay shall be allowed an employee while absent from duty for personal business for the amount of days set forth in the chart outlined in the appendix to this policy.

Personal leave shall be accrued monthly in accordance with the annual amounts included in the chart outlined in the appendix to this policy.

These days shall be in addition to the days allowed for medical leave and shall be cumulative.

Section II: ALL EMPLOYEES

Under no circumstances shall an employee who is eligible for vacation leave receive more than the maximum amount of vacation or personal leave allowable under Miss. Code Ann. §25-3-93. A maximum of five days of personal leave may be carried over from one year to the next.

Except in emergency situations, employees shall request leave for personal reasons twenty-four (24) hours in advance of such leave.

Personal leave requests shall not be made for any day immediately preceding or following a holiday or during the first or last day of the school term. However, if an employee's immediate family member is being deployed for military service on those days, the employee may take personal leave.

Any request for personal leave, except in emergencies and deployment to military service, may be denied by the supervising officer if there is reason to believe such leave would disrupt the school or the department program.

SOURCE: Senate Bill 2247, 2005 Legislative Session, Miss. Code Ann. §37-7-307;
Jackson Public School District, Jackson, Mississippi

DATE: August 20, 1979

AMENDED: January 24, 1983, Effective July 19, 1983
May 20, 1985, Effective July 1, 1984
August 24, 1988
July 16, 1990
June 13, 1994
September 16, 1996
January 21, 2003
June 20, 2005

REVIEWED: December 6, 2016

PROFESSIONAL DEVELOPMENT ADMINISTRATIVE PROCEDURES

Section I: PROFESSIONAL DEVELOPMENT REQUIREMENTS FOR CERTIFIED AND CLASSIFIED EMPLOYEES

A. Each school year, classified employees are required to earn a minimum of twenty (20) professional development (PD) hours/credits designated by their division supervisor. Employees may earn additional hours/credits from other professional growth activities and are encouraged to do so.

B. Each school year, certified employees holding bachelor degrees are required to earn a minimum of 52 professional development hours/credits. Certified employees (including building level administrators) holding masters, specialists, or doctorate degrees are required to earn a minimum of 42 professional development hours/credits. Completion of the number of hours/credits required can be achieved through participation in:

B -1: Building level PD days 12 hours

District level PD

B -2: District level PD 12 hours
(online, distance learning, job-alike groups, New Teacher Induction, etc.)

B -3: Building level offerings 8 hours
(data review meetings, team meetings, professional learning communities (PLCs), etc.)

B -4: Other PD (conference attendee, PD presenter, graduate courses, etc.):

- Employees holding bachelor degrees 20 hours
- Employees holding master degrees and above 10 hours

C. Professional development is defined as any professional growth training for certified and/or classified staff. The activity must have significant intellectual or practical content and its primary objective must be to increase the participant's professional competence as an employee. The activity must deal primarily with matters related to the practice of professional responsibility or ethical obligations of the staff.

D. The number of hours required means that the certified individual must actually complete or attend 52 (for those holding bachelor degrees) or 42 (for those holding master degrees and above) instructional hours of professional development activities per year; hours submitted for credit must exclude introductory remarks, meal breaks, or business meetings. Actual hours attended by classified staff will vary depending on job category.

E. An instructional hour will, in all events, consist of a minimum of 60 minutes.

F. Professional development credits may accrue through participation in professional learning activities offered by the school district.

G. The 32 hours/credits may be earned through participation in school and/or district

level activities during the contractual period.

- H. Credits in B-4 are earned by the staff person at his/her discretion – evenings, summers, and/or Saturdays.
- I. All coaches and other employees must be trained in CPR and have the CPR certification updated annually as mandated by district policy *JDL*.
- J. The certified employee who earns the most credits (district wide) in category B-4 will receive a \$100.00 certificate for resource materials. If there is a tie, a name will be drawn by the Office of Professional Development.
- K. The classified employee who earns the most credits (district wide) will receive a comparable appropriate incentive. If there is a tie, a name will be drawn by the Office of Professional Development.
- L. Any employee who does not earn the required number of professional development hours will be in violation of district policy which could adversely affect his/her evaluation and/or the Reduction in Force procedures (*Procedures GBED*).

SOURCE: JACKSON PUBLIC SCHOOL DISTRICT

DATE: August 1995

AMENDED: May 16, 2005
October 3, 2017

EMPLOYEE GRIEVANCE AND COMPLAINT PROCEDURES**SECTION I: ADMINISTRATION**

Administration of this complaint procedure shall be the responsibility of the Office of Human Resources.

SECTION II: DEFINITIONS

The following definitions shall apply in this complaint procedure:

1. The “administrative management team” includes all executive directors, deputy superintendents, assistant superintendents, and others designated by the Superintendent.
2. A “complaint” is a general expression of dissatisfaction/concern with an employment-related issue.
3. A “complainant” is any full-time employee filing a complaint.
4. The “complaint form” is the approved documentation on which a complaint may be filed.
5. The term “day” shall mean working school days and shall not include weekends, holidays, and vacation days.
6. A “full-time employee” is any person employed on a regular basis and working the number of hours designated as full-time for that position.
7. A “grievance” is a written claim by an employee of an alleged violation and/or inconsistent application of a written District policy/standardized practices or federal/state law.
8. The “reviewing committee” are the individuals responsible for rendering a decision at Step Two of these complaint procedures.
9. Retaliation is an adverse action taken as a result of an employee filing a complaint or grievance.

SECTION III: PROCEDURES**STEP ONE**

All complaints or grievances as defined above must be presented to the employee’s immediate supervisor within ten (10) days from the time the complaint becomes known. The complainant will present his/her complaint, in writing, by completing a “Step One Complaint Form” and providing it to his/her immediate supervisor to resolve the matter informally and without further action.

The immediate supervisor shall provide a written response to the complaint within fifteen (15) days after the receipt of the written complaint form.

In cases where the “immediate supervisor” is the subject of the complaint, employees shall submit their initial report to the next-level supervisor.

STEP TWO

If the complaint or grievance is not resolved at the Step One level, the employee may, within five (5) days of receipt of the immediate supervisor’s written response, submit the “Step Two Complaint Form” to the Office of Human Resources. The Executive Director of Human Resources shall chair a committee

consisting of members of the administrative team within 10 days of the receipt of the “Step Two Complaint Form”.

All other administrators in line of authority will be consulted as necessary. The committee will initially determine whether the complaint on its face merits further consideration. If this determination is negative, the committee shall respond to the complainant in writing with statements that support its decision. Otherwise, the committee will proceed as it deems necessary to obtain sufficient information with which to reach a decision.

The committee will prepare a written summary of all relevant facts, being careful to state such facts fairly and objectively. The committee will then express its findings and conclusions. The summary of facts, findings, and conclusions will then provide the basis for subsequent review in the event of a further appeal by a complainant.

STEP THREE

Within five (5) days of receipt of the response of Step Two, the complainant may appeal this decision by submitting the “Step Three Complaint Form” to the Office of the General Counsel who serves as the designee for the superintendent of schools.

The superintendent’s designee will review the written summary of the Step Two reviewing committee within ten (10) days of receipt of the Step Two appeal and render a written decision within fifteen (15) days following the review.

SECTION IV: COMPLAINT PROCEDURE FORM DISTRIBUTION

STEP ONE

1. Complainant retains original copy of the written complaint and gives a copy to his immediate supervisor and immediate supervisor’s supervisor

After Written Decision

1. Copy to the complainant
2. Copy to Office of Human Resources
3. Copy retained by immediate supervisor and the immediate supervisor’s supervisor

STEP TWO

1. Complainant retains original copy of written appeal After Review and Written Decision
2. Copy to the complainant
3. Copy to Step 1 immediate supervisor and the immediate supervisor’s supervisor
4. Copy retained in Office of Human Resources

STEP THREE

1. Complainant retains original copy of the written appeal

After Written Decision

1. Copy to the complainant
2. Copy to Step 1 immediate supervisor and the immediate supervisor’s supervisor
3. Copy to Office of Human Resources

4. Copy retained by superintendent's designee

SECTION V: ADDITIONAL CONSIDERATIONS

1. The District reserves the right to extend the stated time limits, when necessary, at any step in this complaint procedure.
2. Information collected during Step Two proceedings is confidential and does not become part of the employee's official personnel file. A copy of documents, communications, and records related to the processing of a complaint will be placed in a separate file that is maintained by the Office of Human Resources.
3. A complainant's failure to proceed from one step of the procedure to the next within the set time limits shall be deemed acceptance of the decision previously rendered and shall eliminate any future review concerning that particular complaint.
4. The failure of the reviewing officers to communicate their decision to the complainant within the time limits shall permit the complainant to proceed to the next step.
5. If more than one employee in the same department, school, or office has a similar complaint that has individually been discussed as provided in Step One, the complaints may be consolidated and heard by the Step Two reviewing committee.
6. Complaints filed that have been resolved within the three (3) previous years through the complaint procedure shall be invalid. The Office of Human Resources shall provide the complainant a statement of the ruling involving the same subject matter.
7. A complainant's failure to file the complaint in writing on the appropriate form as specified in each step shall mean the complaint is waived.
8. The Step Two reviewing committee may determine whether facts in support of the complaints should be presented in writing or orally by persons having information regarding a specific complaint or by any combination of these methods. Representation of a complainant by other individuals shall not be permitted.
9. The filing of a complaint shall in no way interfere with the right of the administration or board to continue its management responsibilities subject to the final decision of the complaint. The action or condition which is the subject matter of the complaint shall remain in effect pending final resolution.
10. The complainants may withdraw their complaint at any step without prejudice. However, they shall not be permitted to re-file that same complaint once withdrawn.
11. Retaliation against any employee for filing a complaint or for participation in any way in this procedure is prohibited.
12. A complainant's failure to attend a step review without legitimate cause constitutes acceptance of the decision previously rendered and waiver of any future appeal concerning that complaint.

SOURCE: Jackson Public School District, Jackson, Mississippi

DATE: October 16, 1978

REVIEWED: July 20, 2021

AMENDED: August 3, 2021

Excerpts from Employee Handbook

I. WORKING HOURS AND ATTENDANCE

Working Hours

The working time per week for full-time employees shall not exceed forty (40) hours with special provisions made in departments that require additional hours to meet existing conditions or emergencies.

POSITION	TIME IN	TIME OUT	NOTE
OFFICE MANAGERS (HIGH SCHOOL)	7:30	4:30	1 HOUR LUNCH
OFFICE MANAGERS (MIDDLE SCHOOL)	7:15	4:15	1 HOUR LUNCH
OFFICE MANAGERS (ELEM. SCHOOL)	7:00	4:00	1 HOUR LUNCH
OFFICE ASSISTANTS (HIGH)	8:00	4:30	30 MINUTE LUNCH
OFFICE ASSISTANTS (MIDDLE)	7:30	4:00	30 MINUTE LUNCH
OFFICE ASSISTANTS (ELEM.)	7:00	3:30	30 MINUTE LUNCH
TEACHER ASSISTANTS (HIGH)	8:00	4:00	ON DUTY LUNCH
TEACHER ASSISTANTS (MIDDLE)	7:30	3:30	ON DUTY LUNCH
TEACHER ASSISTANTS (ELEM.)	7:00	3:00	ON DUTY LUNCH
CLASSIFIED ISS TEACHER (HIGH)	8:00	4:00	ON DUTY LUNCH
CLASSIFIED ISS TEACHER (MIDDLE)	7:30	3:30	ON DUTY LUNCH
ACADEMIC TUTORS (HIGH)	8:00	4:00	ON DUTY LUNCH
ACADEMIC TUTORS (MIDDLE)	7:30	3:30	ON DUTY LUNCH
ACADEMIC TUTORS (ELEMENTARY)	7:00	3:00	ON DUTY LUNCH
CERTIFIED TEACHERS (HIGH)	7:50	4:15	ON DUTY LUNCH
CERTIFIED TEACHERS (MIDDLE)	7:20	3:35	ON DUTY LUNCH
CERTIFIED TEACHERS (ELEMENTARY)	7:25	3:25	ON DUTY LUNCH

Normal District Work Site Hours: 8:00 AM to 5:00 PM (1 hour lunch break)

Special District Work Site Hours: 7:30 AM to 4:30 PM (1 hour lunch break)

NOTE: The hours during which the offices and departments shall be open for business shall be determined by the superintendent or his designee.

ATTENDANCE

Employees shall be at their post of duty in accordance with the time regulations set forth by the supervisor and approved by the superintendent or his designee. All departments and schools shall maintain attendance records showing the hours worked by employees. Each employee is responsible for completion of his own attendance document.

J. OVERTIME AND COMPENSATORY PAY FOR EMPLOYEES (REFER TO POLICY GADB)

Classified non-exempt employees who work more than 40 hours will be subject to overtime. A classified non-exempt employee may opt to receive COMPENSATORY TIME. If they do, they must sign an **AGREEMENT TO WORK OVERTIME FORM**. This form must be agreed upon and signed by the employee and supervisor prior to the employee working past the normal work hours.

The purpose of the overtime and compensatory policy is to ensure the Strong City Public School District's compliance with the minimum wage, overtime pay, compensatory pay, and record keeping requirements of the Fair Labor Standards Act (FLSA) of the United States. The FLSA requires that overtime must be paid to non-exempt employees either in the form of monetary compensation or compensatory time at the rate of 1.5 times the regular hourly rate of pay for the number of hours worked in excess of 40 hours per week.

EXEMPT EMPLOYEES

Certain employees are exempt from coverage under the FLSA, and are not subject to compensation for overtime work. Those exempt employees include executive, administrative, and professional employees. Examples include certified professional employees such as teachers, counselors, supervisors, and administrators. Classified administrators are also exempt and include the chief financial officer, executive director of finance, executive director of transportation, coordinator of instructional TV, director of maintenance, network administrator, director of construction, and executive director of campus enforcement. Supervisors who are unsure if an employee is exempt from coverage shall consult with the district's legal counsel for a legal opinion.

NON-EXEMPT EMPLOYEES

All employees in the job classifications listed below are non-exempt employees and are covered under the FLSA:

Secretaries, Custodians, Bookkeepers, Receptionists, Fingerprint Technician, Transportation, Specialists, Clerks, Assistant Teachers, Vehicle Servicemen, Plumbers, Bus Drivers, Safety Officers, Deliveryman, Food Service Workers, Maintenance, Personnel, Graphic Arts Specialists, Carpenters, Painters, Procurement Specialists, and Data Entry Operators

HOURS WORKED

The workweek for the Strong City Public School District begins on Sunday and ends on Saturday. Each employee subject to the FLSA shall be paid in accordance for all hours worked. Compensable time includes all time that an employee is required to be on duty. Meal periods, which are 30 minutes or more, should not be interrupted. Hours worked shall be accurately recorded by each employee on the monthly or weekly time sheet in the form which is provided by the district. Employees using monthly time sheets shall furnish all information requested and shall record the exact time of arrival and departure from work. Employees are expected to arrive and depart at or about the time specified by the district unless requested to work overtime by his or her immediate supervisor. All overtime shall be recorded by each employee on the time sheet or time card.

BREAKS AND MEAL PERIODS

Although **not required by the FLSA**, employees may be allowed breaks of no more than 15 minutes when appropriate and if deemed necessary by the supervisor. The time of day for breaks and their length shall be determined by each employee's immediate supervisor. Generally, full-time employees receive a morning and afternoon break. Part-time employees receive breaks as deemed appropriate by the immediate supervisor who takes into consideration the length of daily employment. Meal periods in which employees are not relieved of duty are compensable. Those employees with bona fide meal periods shall be completely relieved of duty for the purpose of eating a regular meal and shall be free to leave the worksite during this period. Employees having

bona fide meal periods may eat in a school cafeteria or in a break area at a worksite, however, the employee shall not engage in any work for the school district during this period except for a rare and infrequent emergency.

OVERTIME PAY

All employees subject to FLSA shall be paid not less than one and one-half times his or her regular rate of pay for all hours worked over 40 in a workweek. Overtime pay due an employee shall be computed on the basis of the hours worked in each workweek and the overtime compensation earned by an employee shall be paid on the next regular payday for the workweek in which the overtime was worked. **Overtime or compensatory pay may not be waived by an agreement between employer and employees.** The granting of compensatory time off in lieu of paying proper overtime pay is permitted provided compensatory time is awarded on a one and one half time basis for each hour of overtime worked. **The supervisor and employee must have a written agreement or understanding that the employee will receive compensatory time before the work is performed.**

It shall be the policy and practice of the Board of Trustees to grant compensatory time instead of overtime whenever possible. The employee may accumulate a maximum of 240 compensatory time hours. **The employee must take the comp time when it is agreeable with the supervisor;** however, the supervisor's consent should not be unreasonably withheld.

REGULAR RATE OF PAY

Any overtime pay will be based on the employee's regular rate which will include all remuneration for employment. For those employees paid a simple hourly rate, the overtime will be based on that hourly rate. For those employees paid on a salary basis, the monthly salary will be reduced to its hourly rate equivalent. Employees shall be paid for each and every hour worked.

AUTHORIZATION FOR OVERTIME WORK REQUIRED

Each district supervisor responsible for the supervision of employees subject to the FLSA shall, prior to permitting any overtime work, receive authorization from the superintendent or his/her designee.

RECORDKEEPING

The superintendent shall require all records on wages, hours, and other items listed in the record keeping regulations (29 CFR Part 615) to be kept by the Business office for the time specified by the Act. The superintendent or his/her designee shall secure a sufficient quantity of the minimum wage posters. One poster shall be displayed in each district work site.

ENFORCEMENT

District employees shall, at all times, cooperate with authorized representatives of the Department of Labor who may visit a work site for the following reasons: 1. to investigate and gather data concerning wages, hours, and other employment practices; 2. to enter and inspect any school district premises and records; 3. to question employees to determine whether any person has violated any provision of the FLSA. Employers who have willfully violated this law may face criminal penalties, including fines and imprisonment. The term "willful" is defined by the U.S. Department of Labor as "knew or should have known." District employees responsible for supervising employees subject to the FLSA who willfully violate the terms of this policy shall be subject to disciplinary action by the school district. Any disciplinary action taken by the school district will be in addition to any relief granted an employee by the U.S. Department of Labor or a court of law.

Q. MISCELLANEOUS

Rest Periods and Planning Periods

Classified employees are allowed a rest period if their regular daily schedule calls for four (4) hours or more of continuous work. Rest periods are subject to certain restrictions.

1. No rest period is to be taken during the first hour of the shift.
2. No rest period shall exceed 15 minutes.

Time not used for rest periods cannot be substituted for time off from a regular workday or at the beginning or end of a vacation or leave day.

Rest periods are a privilege which may be withdrawn and which should be withdrawn if abused. Rest periods should never interfere with proper performance of work responsibilities.

Certified employees are allowed a planning or personal period sometime during the day.

Abnormal Weather Conditions

Information and directions will be given to school personnel when schools are closed because of abnormal weather conditions (excluding tornadoes).

Notices to school personnel and to the community as to the decision to suspend operation of schools for a day or a part of a day because of severe weather conditions will be based on the latest information provided by the National Weather Service, Hinds County Emergency Operations Center, Strong City Police Department, and Mississippi Highway Patrol.

Before School Begins

After approval by the superintendent, the designee of the superintendent will notify by 5:00 a.m. the Strong City-Hinds County Emergency Operations Center and local media when school operation is to be suspended for the day. The notification will include the reason for the suspension of school operation.

If street conditions will permit, all administrative and supervisory staff, food service managers, and head custodians shall report to their respective assigned locations and perform such duties as needed to secure the facilities. Other employees assigned to schools and bus drivers are not required to report for work. Situations arising because of abnormal conditions adversely affecting school properties that cannot be dealt with by school staff are to be referred to the office of the director of facilities. If street conditions will permit, all other school employees not assigned to a school, central office and maintenance personnel are to report as promptly as possible to their usual post.

For payroll purposes, all personnel shall be recorded as absent for the entire day and shall be paid in full for the day's absence. Should it become necessary to make up day(s) lost in order to maintain accreditation requirements, all employees will be expected to work on the make up day(s) without additional compensation.

While School Is in Session

In the event a school day is to be shortened, all school administrators and supervisors will be notified and the community will be notified as stated in the “Before School Begins” section as to the dismissal time for students. Certified and classified/certified personnel assigned to a school shall be dismissed once the early release directive is issued.

For payroll purposes, all personnel shall be considered as having worked a full day and shall be so recorded on the payroll.

R. PROFESSIONAL DEVELOPMENT - (REFER TO POLICY GBF)

Section I: Definition of Professional Development

The Mississippi Public School Accountability Standards of 2016 defines professional development as the growth-promoting learning process that empowers stakeholders (teachers, administrators, staff, and other school personnel) to improve the educational organization.

Section II: Goals of Professional Development

The goals of implementing the Standards for Professional Learning are to outline the characteristics of professional learning that lead to the following:

1. effective teaching practices;
2. supportive leadership;
3. improved student results.

Although improved student learning is the ultimate goal of professional development in the Strong City Public School District, it is essential to note the additional benefits of quality professional development:

- Improved job satisfaction
- Improved teacher recruitment and retention
- Increased knowledge of innovation teaching and learning practices
- Improved data-driven decision-making

Section III: Professional Development Model

The Strong City Public School District has adopted Learning Forward’s Standards for Professional Learning as the foundation for its Professional Development Model. These standards define the attributes and essential components of effective professional learning; in turn, effective professional learning leads to effective teaching practices, supportive leadership, and improved student results. The Seven Standards of Learning Forward focus attention on the following components:

1. Learning Communities - Professional learning that increases educator effectiveness and results for all students occurs within learning communities committed to continuous improvement, collective responsibility, and goal alignment.
2. Leadership - Professional learning that increases educator effectiveness and results for all students requires skillful leaders who develop capacity, advocate, and create support systems for professional learning.
3. Resources- Professional learning that increases educator effectiveness and results for all students requires prioritizing, monitoring, and coordinating resources for educator learning.

A blue decorative graphic consisting of several overlapping, semi-transparent triangular and quadrilateral shapes, creating a layered effect.

Grievance or Direct Action

What is and isn't a grievance?

A steward is likely to hear from workers on every aspect of working conditions from comments like “I can’t work with people with an attitude” to problems of favoritism, job discrimination, or hazardous work assignments. A steward must act in the role of preliminary arbitrator on such matters, and that takes real leadership. In many cases, the steward has to decide what the union has the duty to take up a legitimate grievance and what the union does not have a duty to pursue.

If you can answer yes to any of the following questions, there is most likely merit to the workers complaint and it can be properly called a grievance.

1. Has the contract been violated?
2. Has there been a violation of federal, state or local labor law?
3. Has there been a violation of past practice?
4. Is it a violation of management’s rules?
5. Is it a violation of an arbitrator’s decision?
6. Has the workers’ health or safety been jeopardized?
7. Has the workers’ professional license been jeopardized?

If the case is borderline, the steward should tell the worker that there is some question about the grievability and that he/she will consult with a Union Representative before proceeding.

There is nothing wrong with not knowing everything. Stewards should not go out on a limb promising victory where you may not be able to deliver. Rash promises hurt your credibility and label you unreliable.

When is a Worksite Problem Not a Grievance

1. Management had just cause to take disciplinary action
2. There has been no violation of the contract.
3. There has been no violation of federal, state or local labor law.
4. There been no violation of past practice.
5. There is no violation of management’s rules.
6. There is no violation of an arbitrator’s decision.
7. The workers’ health or safety has not been jeopardized.
8. The worker’s professional license has not been jeopardized?

When a worker does not have a grievance, it is the responsibility of the steward to tell the worker that his or her complaint does not qualify as a grievance. There is a double danger in trying to make a grievance out of it: the members are led to expect impossible results and the union’s credibility is jeopardized, with both its membership and management.

There different ways to approach problems at work Should You File a Grievance . . . Or Organize A Direct Action?

When Should We File a Grievance?

A Checklist

- ✓ Clear violation of the contract
- ✓ Need to establish a paper trail
- ✓ Need to protect grievance timelines
- ✓ Effects only one worker, especially where discipline is involved
- ✓ Worker is widely unpopular
- ✓ Contract interpretation cases where language is clear

4 Reasons to Take Direct Action to Solve Issues at Work

- Organizing actions with our co-workers helps us win resolution quicker
- Not every issue at work is a grievance, organizing with our co-workers is the only way to resolve some worksite issues
- Organizing around our issues builds workers' power. It builds solidarity and union visibility. It sends a strong message to the boss that our rights must be respected. When we come together as a union, a group of people acting together, we feel better about ourselves, our Union and our jobs.
- Workers own the issue, take responsibility for solving worksite problems stop 3rd partying of the Union

What issues can be resolved through direct action?

A Checklist:

- ✓ It should result in real improvement and be worthwhile. Ask the questions, Will this specific solution help alleviate the problem? Will people see a difference? Will people feel good that they are fighting for something that merits their efforts?
- ✓ The issue should be widely felt. Ask the questions, How common is the problem? How many workers face this situation? Many people must feel that this is a real problem and must agree with the solution.
- ✓ The results should be deeply felt. Ask the questions, Is this an issue that people feel strongly enough to do something about? It's not enough that many people agree about the issue, if none feel strongly about it.
- ✓ The issue should be winnable. Ask the questions, Does this issue seem achievable? Have other groups won similar issues, and how? Success fosters enthusiasm, once we have one victory, it's easier to get more help from other co-workers for future fights.
- ✓ The issue should build the Union and the Union leadership. Ask the questions, how will this organizing effort build our member's capacity for future fights? How will this fight lay the groundwork for future related improvements? Will the effort strengthen the solidarity, empowerment and involvement of our members? By involving our membership in fights around worksite issues, we will be much more prepared to organize them around major legislative fights and ultimately our contract fight.

Turning Grievances into Direct Action

We file grievances in order to resolve problems on the job.

Problems with the traditional model of handling grievances

- The worker has a problem and it's only seen as a personal gripe
- The Chief Steward, Steward and Union rep is seen as an insurance agent by the members, with the member taking the attitude that this is what they pay dues for
- The Chief Steward, Steward and Union rep acts like an insurance agent, processing complaints and depending on their personal relationship with management
- Chief Steward, Steward and Union rep wins on some issues in which the facts are clear, but lose on those that are open to interpretation
- The Chief Steward, Steward and Union rep gets angry at the worker who fails to recognize the work the union has done on their behalf
- This conflict undermines the unity and strength of the members
- Management takes advantage of the lack of unity, fighting between members and the loss of confidence in the union, by trying to get away with more and more in the workplace
- The Grievance process takes time – Often grievances take too long. Management may not meet in a timely manner or they may not intend to resolve legitimate grievances and as a result, members view the union as weak and unable to address problems on the job
- Grievances take issues away from workers, and give them to management to decide. Or, grievances may end up in front of a non-connected third party where we give up any power over how the grievance will be resolved
- Not every injustice is a contract violation but the issues are still important, and we need a way to resolve them
- The member is not part of the fight so they don't understand what it takes to win
- When there is a grievance, the Chief Steward, Steward or Union Rep meets with management alone or behind closed doors leaving the impression that the union and management are one, or that the Union is not on their side
- When management stonewalls on legitimate grievances, or when we lose grievances, members blame the union, not management

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There is a different way to approach problems at work: Taking Direct Action to Strengthen our Union

The Direct Action Approach to handling grievances

- When we organize our members and involve them in worksite fights, they understand that worker problems are not personal, but part of the bigger conflict that exists between management and workers
- The Chief Steward, Steward or Union rep is seen as someone who can help build the collective power of the worksite. Workers come to understand that only by sticking together can they enforce the contract.
- The Chief Steward, Steward and Union rep act as organizers and figure out whom else is affected by a worksite problem, and how to act collectively to solve it. Understands the need to be united in the workplace.
- Backed by an educated and organized workplace, the Chief Steward, Steward and Union rep will try to resolve the problem without a formal grievance. The idea is to convince management that they can't screw with a united, organized workplace if they care about their service.
- If the workers lose the grievance, the blame is on management. It should lead to further efforts to take away power from the bosses, either by changing the contract, doing a better job of organizing the worksite, or figuring out new ways to informally control the work site. When workers win, victories should be viewed as collective victories.
- The Chief Steward, Steward or Union rep gets support from workers who, because they were in the fight and they take away a deeper understanding of the power dynamic between management and workers and a deeper commitment to the struggle.
- The more we are united, and the greater the collective understanding and action, management is less able to get away with dividing us and intimidating and harassing members.

4 Reasons to Take Direct Action to Solve Issues at Work

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- Not every issue at work is a grievance, organizing with our co-workers is the only way to resolve some worksite issues
- Organizing around our issues builds workers' power. It builds solidarity and union visibility. It sends a strong message to the boss that our rights must be respected. When we come together as a union, a group of people acting together, we feel better about ourselves, our Union and our jobs.
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What issues can be resolved through direct action?

A Checklist:

- ✓ It should result in real improvement and be worthwhile. Ask the questions, Will this specific solution help alleviate the problem? Will people see a difference? Will people feel good that they are fighting for something that merits their efforts?
- ✓ The issue should be widely felt. Ask the questions, How common is the problem? How many workers face this situation? Many people must feel that this is a real problem and must agree with the solution.

- ✓ The results should be deeply felt. Ask the questions, Is this an issue that people feel strongly enough to do something about? It's not enough that many people agree about the issue, if none feel strongly about it.
- ✓ The issue should be winnable. Ask the questions, Does this issue seem achievable? Have other groups won similar issues, and how? Success fosters enthusiasm, once we have one victory, it's easier to get more help from other co-workers for future fights.
- ✓ The issue should build the Union and the Union leadership. Ask the questions, how will this organizing effort build our member's capacity for future fights? How will this fight lay the groundwork for future related improvements? Will the effort strengthen the solidarity, empowerment and involvement of our members? By involving our membership in fights around worksite issues, we will be much more prepared to organize them around major legislative fights and ultimately our contract fight.

What Makes a Good Action?

- It is simple
- It is visible
- Action is within the workers' experience, outside the boss' experience
- It is timed for the best effect
- It should build on past actions, to show escalation
- It should test our members' willingness to go further (more escalation)
- It should unify the members
- It should be related to the issue we're fighting over
- It should target the right target
- It should be fun!
- Develops the Union

How to Take Direct Action

- Circulate a petition or open letter and get a majority of employees to sign
- Wear a Union Button or Sticker
- Organize a Unity Break
- Filing a complaint or reporting the employer to regulatory agencies
- Participate in a delegation to the boss
- Participate in a delegation to the County Commissioners or other elected officials
- Participate in an informational picket
- Participate in a march around the workplace
- March around the County Commissioner offices, Government Center

Defining a Win

- Members' Expectations have been raised about what is possible when workers organize
- New leaders are identified and become active
- New members are signed up
- Members more united as a result of the direct action
- Members take ownership of worksite problem
- Members view the union in a new light

Checklist for Choosing an Issue

A good Issue for Direct Action is one that matches most of these criteria. The issue should:

- **Result in real improvement and be worthwhile.** Will this specific solution help fix the problem? Will people see a difference? Will people feel good that they are fighting for something that merits the effort?
- **Be widely felt.** How common is the problem? How many workers face the situation? Many people must feel that this is a real problem and must agree with the solution.
- **Be deeply felt.** Is this an issue people feel strongly enough about that they will work on it? It is not enough that many people agree about the issue if none feel strongly.
- **Be winnable.** Does the goal seem achievable? Do you know other groups that have won similar issues? How did they do it? Success fosters enthusiasm. Once you have solved the easier issues you may get more help from other co-workers to help tackle the more difficult ones in the future.
- **Be consistent with long-term goals and direction.** How will this solution lay the groundwork for future related improvements? Does it fit with your goals for your next contract campaign, for example?
- **Build the Union and build Leadership.** How will this organizing effort build workers' capacity for future fights? How will the effort strengthen the solidarity, empowerment, and involvement among members?

Direct Action Planning Form

1. **What is your issue?** (Explain it simply and clearly both in terms of it's effect on workers and our clients and/or the community)

2. **What is your demand?** (What will fix the problem? State it clearly and simply.)

3. **Who can meet your demands?** (Who in management has the authority to resolve the problem? Is there more than one person involved?). This is the target of your direct action campaign.

4. **What is the plan for uniting workers and demonstrating that unity to move management to meet the demand?** (What will you do to influence your target? How will you unify people to take action? How will you prepare your coworkers for the action?)

5. **How will you escalate if your target says no?** A strategy is a collection of actions that escalate from easy, low-pressure tactics to more intense confrontation. What will you do next if one action doesn't work?

a.

b.

c.

6. **What are your strengths?** (Good leaders, contract language, the law, public cares about this issue, unity)

7. **What will your challenges be?** And what is your plan to overcome those challenges?

8. **How will you involve and communicate with your co-workers?** What communication system will you use: phone trees, meetings, one-on-one conversations, newsletters?

9. **How will you check in to evaluate your progress toward fixing the problem?** Are the actions going well? Did you involve the members you wanted to recruit? Did you achieve your goals? What are the next steps?

10. **How will you put your plan into action?** What are your next steps in the next 2 weeks?

- a.

- b.

- c.
