

Dear Members,

It's clear that there continues to be a vacuum within guidance, when we need rules. The Master Agreement is *not* suspended. It represents a clear set of rules—and rules empower accountability. COVID has not altered your rights. What we present here is the clearest advice and rules we and CEA legal have at this time on a select number of high-interest topics.

Many are wondering about the when and how to assert your rights in the contract during the time of COVID-19 and the return of in-person instruction. As many have noted, the management team often fails to create basic, practical rules and then tries to shift responsibilities and their conundrums onto employees. This aims to guide you around the most common issues we are hearing and possible reactions that are reasonable and safety aimed, consistent with the Master Agreement.

1. What do I do when more students show up than safe social distancing practices determine are best?
 - a. Communication by the District and state indicate that each classroom should aim to maximize social distancing. The common rule of thumb is 3' of space for students and 6' of space for adults.
 - b. If, for example, your classroom space has a capacity of 10 students and an 11th (or more) were to show up, an appropriate action is to send student #11 to the office and have the administration handle the appropriate placement of the student.
 - c. In the above scenario, if the administrator were to return the student, and demand you take them, we recommend you use your judgment to find an alternative site to teach class. For example, move class into the hallway, onto a field, into the gym, etc....
 - d. If your administrator demands that you return to your classroom, we suggest you stand in the hallway to teach those students in the short term. Additionally, document your attempts to practice safe standards and the directive of the principal to ignore such practices. Contact your AR with the details and ask them to contact the CSEA office so that we may file a grievance. Lastly, we will work with you report the violation of these norms to appropriate agencies (e.g. health department, DOL) as a whistleblower.
2. Why did CSEA agree to the Return to Learn Plan?
 - a. The development of the Return-to-Learn Plan had many contributors, teachers among them, albeit a small percentage of the group. They advocated strongly throughout the process. The "Instructional Core Team" was, however, a recommending body, and the Superintendent's Cabinet held the sole authority to act on the recommendations. While we can agree that nothing is going to be perfect, teacher participants raised strong concerns about plan design to the end. These were two comments to provide context:
 - i. "My position and that of CSEA, CEA, and NEA is that the only way we should reopen schools is if we can do so safely. The plan being presented to Cabinet with the current lack of safety precautions we discussed earlier this summer ...[doesn't]...keep students and staff safe."
 - ii. "... I was at meetings that were held to come up with a plan for a full open. ...I am still waiting for the planning meetings for developing hybrid and virtual reopening..."
3. How can I possibly and appropriately teach both virtual and in person simultaneously?

- a. In general, to do this well would be asking you to teach two classes, which is unacceptable.
 - b. However, this has many facets, so let's break it down.
 - i. If you are being asked to have a camera filming while you teach in person, so that you can be streamed to distance students, this does not add a great burden. We recommend not arguing about the quality of instruction to the distance students here; that's not the issue at hand. Turn on the camera and teach. Do *not* consent to using these videos for evaluation purposes.
 - ii. If your filmed class needs to be uploaded so kids can view it, that's also not a huge burden. If you need help doing it, ask your principal for that support and necessary training.
 - iii. It it's something like this, then CSEA's position is that the Master Agreement does not allow management to require you to do it:
 - 1. "We were told that we need to have asynchronous lessons broadcasting on WebEx during each of our scheduled blocks live and that we must record and upload the "synchronous" lesson for our remote students to use a-synchronously."
 - 2. State that you cannot reasonably be expected to be in two places at one time. Your attention is on the students in your room and the "online" students require a separate class and teacher.
 - 3. In short, if you are being directed to prepare a separate lesson for the same class, that is when the line gets crossed. Speak up to avoid such an imposition.
4. What about Planning time, Lunch, and Duty?
- a. The rules are the same as always, and if you are over-dutied or under-timed, you should speak up. Neither your school nor your principal has the authority modify the rules surrounding them:
 - i. EVERY effort needs to be made to provide teachers 45 minutes of plan time within the student contact day, and another 15 minutes somewhere else in the work day...AND (starting in '15-'16) another 15 minutes of teacher-directed time. This can be averaged over a week or even a quarter based on collaboration
 - ii. Collaboration isn't "input" that a principal takes or leaves; it's shared decision-making. (This also doesn't mean the principal vetoes everything until s/he gets what s/he wants, or limits staff to picking from certain options!) If you are not getting your planning time, speak up as a staff.
 - iii. Lunch: "Teachers shall have a continuous duty-free lunch period of at least 30 minutes." (X.A.2.c) There's nothing ambiguous about this. You are not even paid for this time! Duty free. It may make things "easier" (for others) if you assume extra work for free, but the MA is clear.
 - iv. Duty: Teachers can be assigned 15 minutes of duty per day (average) per 20 work days. (X.A.4.a) That's an average of 300 minutes per 20 days annualized. Hunh? That means duty could be a bit longer for a while and shorter at another time. Reasonableness needs to prevail here: 20 minutes for a week and 10 for a week isn't crazy. 30 minutes a day for a whole quarter with

the promise of none for the next quarter? Would that even work? Duty does NOT override or interfere with planning time.

5. What about Faculty meetings?: There's a video about this on the Member Page under Contract Videos that gives details about this. In short, there can be at most 2 meetings per month and they can last up to 1 hour and 15 minutes past student dismissal. See the video regarding content of such meetings.
6. What about my leave? You still have 11 "teacher" days that you are free to use as you wish, same as before. You do *not* need permission. Also same as before, taking *more* than 5 consecutive days steps into the realm of long-term leave and requires clearance.
7. Substitutes: If you choose or need to take a day, you should still enter your absence in SmartFind Express (sub system) as usual.
 - a. If you plan ahead of time to take a day, it is a professional expectation that you provide plans. This could mean loading them into Schoology, attaching them as a document to the sub request, or printing them out for the sub to pick up.
 - b. In the event that management wants you to effectively prepare and present a full lesson so that students can independently work without a sub or professional teacher (e.g. provide lesson plans, upload all the material, and provide access to your colleagues in schoology), we suggest you say no. This is the definition of doubling your work. Substitute plans are provided to guide a guest teacher in instruction, not replace the guest teacher. To "do everything" to prep such a lesson, while also teaching full time is not leave. Such an expectation is effectively aiming to task you (and hold you accountable) to a new set of requirements that shift more work onto you outside of your contract. In other words, such a demand exceeds "professional practice." In these cases, act as you have in the past, providing your lesson plans and essential material/instructions to help the guest teacher. In other words, the pandemic is not an excuse to remove the benefit of leave. Management is responsible for finding a qualified substitute and overseeing the implementation of the plans you have drawn up.
 - c. If you are asked to retroactively take attendance, we recommend against this practice. You would be verifying something you did not actually witness. Obviously, while mistakes do happen, the decision to alter attendance records should rest with administration, based on factual elements unlike the guesswork you were asked to undertake. Indeed, students may be able to prove attendance, based on work submitted that you subsequently grade. This is where you can advocate for a change on behalf of a student.
 - d. Remember, your days are part of your compensation, and taking a day does NOT mean you are merely banking work to do later nor is at an area where you must do it all preemptively!
8. What about Contact Tracing practices?
 - a. If 1 person tests positive, the District would contact trace for direct exposure closer than 6' feet longer than 10 minutes and/or those students/staff in their classrooms to include those exposed 48 hours prior to symptom onset or a positive test for an asymptomatic case. All those identified would quarantine for 14 days from the date of last exposure,

this number would be smaller than 500 or 600. All others would still receive a notification about their cohort.

- b. If teachers quarantine, they would switch to remote learning and teach online synchronously or asynchronously assuming they are not ill. If a school can cover this absence than the 2nd cohort may still attend in person. If another person becomes ill we would repeat the process and then determine if a larger closure is necessary.
9. What happened to the school readiness checklists?
- a. We presented a summary overview of the findings we had received on Monday afternoon in Joint Council.
 - b. Each scorecard submitted by 4 pm on Monday was provided on Tuesday morning to the Assistant Superintendent and the management team on Joint Council.
 - c. They assured CSEA that they would direct the EDSL's to work with each of those schools to address areas of need and confusion.
10. I am overwhelmed, frightened, and/or angry. What can I do?
- a. The District has repeatedly suggested that teachers are not trustworthy to do their jobs. For instance, one member who articulated that teachers should be trusted to work from home was met with the following reaction: ““...requiring teachers to work in the safety of empty school buildings and classrooms is the epitome of flexibility, adaptation and innovation with regard to keeping students and staff safe, while at the same time holding teachers accountable. Unlike administrators, who are expected to work without additional compensation as many hours as necessary to get their jobs done, teachers proposed and approved language in the Master Agreement prohibiting the District from requiring them to work more than a certain number of minutes per day without extra pay. **Just as teachers expect to receive extra pay for time worked in excess of their contracted minutes, the District expects teachers to perform work during those contracted minutes**, and is better able to monitor both the quality and quantity of the work performed by teachers while they are at school.” (emphasis added)
 - b. This week, they doubled down when and EDSL stated: “Extra Pay Clarification: Principals can only compensate teachers for duties outlined in the Master Agreement (i.e., overloads, extra duties, and class coverage). They cannot pay teachers for “extra” responsibilities during the work day. Thank you for adhering to this expectation...”
 - c. As Joe suggested in his letter a week ago, these types of statements are insulting and demeaning. Teachers work hard and way beyond the contractual requirements.
 - d. For those who feel this is the type of treatment they are receiving, you are specifically obligated to a work day that is 7 hours and 21 minutes long with a 30 minute, unpaid(!) duty free lunch. Document, via lesson plans, contacts, etc..., that you have worked your day. If it doesn't get done, you will pick it up the next day.
 - e. Such a decision may feel extreme and is counter to most teacher reflexes. If you choose this route or something closer to it, the decision can be hard and uncomfortable. It makes a strong statement about how you ought to be treated. After years of being conditioned to accept more without any regard for balancing work and life, you have the power to set the parameters of the job, knowing what you are actually required to do.
 - f. If you choose to do this, keep those records and we will examine every option (e.g. grievance) at our disposal to defend your rights.

Take care.

Joe

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