

GRIEVANCE FORM

Name of Aggrieved: HCTA on behalf of all bargaining unit teachers

Work Location: District-wide Telephone: 813-238-7902

Position Held: Stephanie Baxter-Jenkins, Executive Director

Grievance Level: 1 **2** 3 4 Date Filed: 12/14/2017

Name of Person(s) and Job Title Against Whom Grievance is Filed: Tricia McManus, Assistant Superintendent of Educational Leadership and Professional Development and any relevant staff

Harrison Peters, Chief of Schools, and all Area Superintendents, including but not limited to:

- Lisa Yost, Area 1
- Marcos Murillo, Area 2
- Anna Brown, Area 3
- Vacant/Acting, Area 4
- Michelle Fitzgerald, Area 5
- Sharon Morris, Area 6
- Owen Young, Area 7
- Shaylia McCrae, Area 8

All Assistant Area Superintendent, Principal Coaches and Principals to the extent they are committing contract violations as directed by higher level administrators.

DESCRIBE GRIEVANCE:

This is a district-wide grievance and is being filed Level II pursuant to section 24.1.1. Notwithstanding our ability to file this grievance at Level II, the union has attempted to solve these contractual violations through discussion with Principals, Area Superintendents, Assistant Superintendents, the Chief of Schools, the Chief Academic Officer and the Superintendent. Per request of the Superintendent, a meeting was held on 12/6/17 with Ms. McManus, Mr. Peters, most Area Superintendents, Asst. Area Superintendents and several Principal Coaches, as well as Marie Whelan and Mark West of the H.R. Department. Our concerns were met with a combination of justifications, figure-pointing and denial of actions (even in the face of clear documentary evidence). This pattern, where no one will take responsibility for their actions, has been consistent in all our attempts to address this issue. To that end, the union has no option but to file this grievance.

HCPS administrators have made a clear and concerted effort this school year to mandate a particular format for classroom teachers to post learning objectives/targets for their classes. Additionally, administrators are requiring lesson plans to be available in specific ways, provided in specific formats and available at times that violate the collective bargaining agreement. These actions are also inconsistent with our evaluation plan which is appended to the contract by reference.

HCTA recognizes the efficacy of communicating learning objectives to students. Appropriate learning objectives are central to the Classroom Teacher Rubric Domains 1 and 3. The lesson plans created by teachers to guide their instruction should be built around the attainment of learning objectives. But to impose mandatory scripting for these objectives which are part and parcel to lesson plans is a violation of Instructional Contract section 3.2.1 and 3.10.1, which provides educators autonomy in delivery and evaluation of student learning

experiences. Moreover, while lesson plans are necessary and required, there is absolutely no requirement that teachers use a specified form, retain documents in a particular notebook or have lesson plans posted for outside observers. There are no “non-negotiables” that can be required in plans.

Additionally, the Classroom Teacher Rubric’s Critical Attributes were developed in collaboration with Charlotte Danielson and reflect no single format which acts as the perfect model for learning objectives. The design of learning objectives (Domain 1c) as well as their communication (Domain 3a) would need to consider the level of students within the classroom (Domain 1b) as well as the establishment of a culture for learning (Domain 2b). These components require the day to day interactions among teachers and students and may differ based on the personalities of the individuals involved. While a singular scripted format may enable a classroom visitor to check off the learning objectives like an inventory, it does not account for the complex understanding that professional teachers have developed with their students.

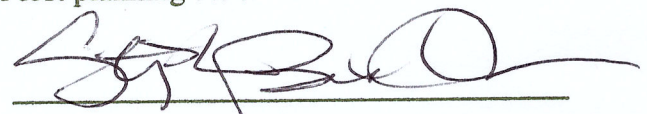
Therefore, HCTA asserts that by pushing this format onto teachers, relevant administrators are in violation of Instructional Contract sections 3.2.1, 3.10.1, and are counterproductive to the critical attributes of the Classroom Teacher Rubric. Not only do these practices violate the contract, but they directly contradict the stated goal of the Superintendent to “give teachers back their classrooms.” Teachers across the district are more micro-managed than ever before.

Further, in conjunction with the mandated learning objective and lesson plan formats, principals are being directed to conduct teacher “ghost walks” during teacher planning time. These walks involve teachers being forced to give up their planning time to observe other teachers’ classrooms. This is in violation of contract section 2.7.1, which mandates daily planning time during which teachers will not be responsible for students, attendance at faculty meetings, or be assigned to other duties except for emergencies, and section 2.7.3 which guarantees secondary teachers in schools with seven student instructional periods shall have a scheduled planning period of at least one full period per day.

As teachers are being compelled to carry out these walks, they are being provided a note-taking sheet to record observations. This sheet was created by Chief of Schools Harrison Peters and does not possess an SB number. It has not been vetted through the Forms Committee and stands in violation of section 6.1.1. Requiring use of this form is also a violation of section 6.1.3, which states that teachers shall not be required to fill out forms, checklists, or data gathering and other documents that do not have an official School Board number on them. Moreover, asking teachers to observe and assess the performance of their colleagues, even informally, is a violation of our evaluation procedure, as well as state law since they do not serve in a supervisory or managerial role. Again, this process does not benefit teachers or students, but, rather further takes away from limited planning time and creates an atmosphere of distrust at the site level.

The union will call witnesses (and/or provide affidavits) and provide full documentary evidence at the hearing.

REMEDY: The district shall immediately cease all practices that violate the contract and the Superintendent will issue a clear memorandum (to be approved by the union) that outlines that the district will immediately cease and desist the imposition of the “requirements” noted above. All bargaining unit members will be awarded 20 hours of compensatory time or the equivalent in pay to make up for lost planning time.



Signature

DECISION RENDERED ON GRIEVANCE:

Date Decision Was Filed With Aggrieved: _____ With Human Resources: _____

Name of Person Rendering Decision: _____

Decision: _____

Signature

APPEAL

I Hereby Appeal The Decision Rendered To:

Level	Date Of Appeal	Signature For Each Level
2		
3		
4		

Appeal decision shall be attached to this grievance form indicating date of decision, signature and title of person rendering decision and grievance level. A copy of the written report concerning the decisions reached at each level will be filed with the Assistant Superintendent for Human Resources.

c: Assistant Superintendent For Human Resources, Association, Grievant