

# Equity Checklist for Collective Bargaining Agreements

*Contract provisions to examine*  
*– Draft: 1/12/2021*



**THE VOICE FOR PROFESSIONAL  
EDUCATORS AND STUDENTS**



# I. Compensation

Possible inequities	Possible remedies or proactive solutions
<p>Is initial placement discriminatory?</p>	<ul style="list-style-type: none"><li>Review salary placement of new hires for the past 3-5 years to determine if there have been significant differences between racial groups or on the basis of gender.</li><li>Propose language that ensures that the union receives data on the prior year's starting teacher placements to help them assess and negotiate starting teacher salaries the following year to ensure equity.</li></ul> <p>Possible contract language:</p> <p>The District shall provide the Union with a list of new hires from the prior school year, their education and years of experience and salary placement. The Union and District shall ensure that similarly-situated teachers are placed on the salary schedule appropriately. Discrepancies between new hire salary placement based on education and years of experience will be resolved by mutual agreement. No employees shall lose any compensation as a result of discrepancies in initial placement on the salary schedule.</p>
<p>Licensure differences—are we addressing compensation differences for teachers who come into the profession at a Tier 2 license with a BA and therefore will have life-long pay penalties unless we can provide chances to move on the schedule?</p>	<ul style="list-style-type: none"><li>Review salary placement of new hires for the past 3-5 years to compare salary placement and license status to note any discrepancies or areas for potential discrimination.</li></ul>
<p>Lane changes/options for moving on lanes that do not involve additional education (portfolio options?).</p> <p>Research shows that BIPOC students tend to have more student debt both at graduation and 10 years after graduating.</p>	<ul style="list-style-type: none"><li>Consider options for lane changes based on mastery of content or demonstration of competencies rather than education.</li><li>Discuss ways to meaningfully use rigorous professional development experiences to accrue credits for lateral schedule movement.</li></ul>

Possible inequities	Possible remedies or proactive solutions
<p>Do all employees have equal access to additional (extra-curricular and co-curricular) compensation?</p>	<ul style="list-style-type: none"> <li>Review existing assignments and hiring practices related to extra-curricular and co-curricular assignments with an equity lens, including reviewing who holds current positions and how long they have been held.</li> <li>Survey members of the bargaining unit to see if there are employees who would like to have extra-curricular and co-curricular assignments but who have not been considered for those assignments.</li> <li>Where administrators are making hiring decisions, inertia and bias can play a role in hiring or retaining individual employees at the expense of others. Monitor extra-curricular and co-curricular assignments, including changes to assignments, to ensure that the local is aware of issues or trends.</li> </ul>

## II. Insurance benefits provisions

Possible inequities	Possible remedies or proactive solutions
<p>Are there barriers within our insurance plans in terms of access like waiting periods or phase-ins?</p>	<ul style="list-style-type: none"> <li>Ensure that coverage begins on hire date and that there are no barriers to employees accessing health care on day 1 of employment.</li> <li>Examine plan provisions themselves to make sure there are no or minimal waiting periods to access specific types of treatment, medication, etc.</li> </ul>
<p>Do our insurance provisions actually provide meaningful coverage to part-time employees? If insurance benefits are pro-rated, do they allow part-time employees access?</p>	<ul style="list-style-type: none"> <li>Survey employees who do not qualify for the full district contribution to health insurance because of hours worked to determine what contribution threshold would allow them to participate.</li> <li>Negotiate language eliminating or minimizing differences between health insurance coverage on the basis of hours worked.</li> </ul> <p>Possible contract language:  PART-TIME TEACHERS. Teachers in the employment of the School District for the entire school year on a part-time basis shall receive a full year of premium contributions for each insurance program.  Source: Modified from the 2019-21 CBA between Mounds View Education Association and ISD 621, Article VII</p>

*Note: Use the Equity in Benefits Rubric to assess health insurance plans for equity across the board and use the results to suggest changes to plan design. See Appendix.*

### III. Leaves of absence (sick leave, bereavement, sabbatical)

Possible inequities	Possible remedies or proactive solutions
<p>Is there a waiting period to access leave benefits like sick leave that could be more harmful for some employees than others?</p>	<ul style="list-style-type: none"><li>• Ensure that sick leave, bereavement leave, vacation and other PTO leaves are available from the start of employment and not earned on an accrual basis.</li></ul> <p>Possible contract language: Employees shall have access to all existing sick leave benefits under Article __, Section __ of the collective bargaining agreement on their first day of employment.</p>
<p>Are benefits pro-rated in a way that provides less meaningful coverage to some employees than others?</p>	<ul style="list-style-type: none"><li>• Negotiate language eliminating or minimizing differences between leave eligibility on the basis of hours worked.</li></ul> <p>Possible contract language: PART-TIME TEACHERS. Teachers in the employment of the School District for the entire school year on a part-time basis shall have access to the same leave provisions as full-time employees.</p> <p>Optional modification: Employees employed fewer than 14 hours per week shall have access to all leave provisions, prorated at the rate of one-half.</p>

## Possible inequities

Do all employees who need it have access to paid parental leave?

## Possible remedies or proactive solutions

- Negotiate language providing paid leave to care for family members that encompasses pregnancy and childbirth, adoption and care of family members.

Note: sick leave CAN be used to care for ill family members but a broad policy that allows staff to take leave to care for family under many circumstances can be helpful.

Possible contract language:

Paid parental leave:

1. Upon one months' notice to the Superintendent, a teacher shall be granted a parental leave of absence with pay for the birth or adoption of a child to become effective at his or her discretion and to terminate not more than 16 weeks after the beginning of the leave. For circumstances outside the teachers' control, teachers are entitled to take parental leave without prior notice if the teacher gives verbal notice to his or her supervisor so that arrangements can be made for covering the teacher's assignment. In such emergencies, the teacher shall give written notice to the employer within five (5) days after the beginning of the leave. As soon as possible, the teacher shall consult with the employer regarding the scheduling of the remaining leave.
2. A teacher on paid parental leave shall notify the Superintendent of his or her intent to return at any time during the leave period.
3. A teacher returning from paid parental leave shall be reinstated in his or her previous position.
4. A teacher returning from paid parental leave will retain all his or her previous rights. Salary placement shall be at the next step of the salary schedule if the teacher served one-half (1/2) or more of the school year in which the leave was granted.
5. Paid parental leave shall not interrupt continuity of service and such teacher shall be reinstated with accumulated seniority, retirement, fringe benefits and uninterrupted employment credit. Parental leave does not interrupt continuity of service for the purpose of acquiring continuing contract status.

## IV. Seniority provisions and unrequested leaves of absence

Possible inequities	Possible remedies or proactive solutions
<p>Are there any exceptions to seniority that relate to protected classes? Do seniority provisions have an unintentionally discriminatory impact (ex: do teachers of color get laid off in disproportionate numbers? Remember that districts non-renew probationary teachers at their own discretion; non-renewal is often wrongly conflated with layoff)?</p> <p>NOTE: There are some districts that have created grow-your-own (GYO) programs that allow non-licensed staff or staff working on license exceptions to enroll in teacher preparation programs or take additional credits in order to become a licensed educator. These programs often have a mentorship component and the district guarantees employment on completion. Where an employee came out of an internal GYO program, districts may wish to provide additional protections. Examples are given in the sample language.</p>	<p>Examine seniority language to ensure that any groups of employees that may need to be exempt from layoff in reverse-order of seniority are identified clearly. This is known as a carve-out. This could include protected classes of employees, or those with a particular license or certification.</p> <p>Note: be careful of adding carve-outs that create additional inequities. For example, an exception to seniority provided to coaches of a particular sports team could exacerbate internal inequities.</p> <p>Possible contract language:</p> <p>Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by initial date of hire as a licensed teacher.</p> <p>Subd. 2. Additional exceptions: Notwithstanding the provisions above, if the placing of any teacher on unrequested leave before another teacher would (insert carve-out language here) the district may retain the teacher, even if the retained teacher is a Tier 1-licensed, Tier 2-licensed, or probationary teacher, or the teacher with less seniority.</p> <p>Possible additional carve-outs:</p> <ul style="list-style-type: none"><li>• Prevent students from having access to effective teachers who are members of populations underrepresented among the licensed teachers in the district or school and who reflect the diversity of enrolled students.</li><li>• Place a teacher that received her license through the Grow-Your Own program on layoff.</li><li>• Place a teacher without a certificate to teach Montessori into a Montessori setting (or an immersion program, heritage language literacy programs, Gifted and Talented programs).</li><li>• Require reassignment of specific Teachers on Special Assignment (TOSA) such as peer reviewers and lead teachers.</li></ul> <p>Additional seniority recommendation related to grow-your-own programs: Beginning with the 20__ school year, employees working in other School District employment groups who secure a teaching contract within this bargaining unit will have their seniority date back-dated to their original hire date in the bargaining unit plus a maximum of two years in a previous bargaining unit upon completion of probation provided there has been no separation of employment between the prior position and the teaching assignment.</p>

## Possible inequities

Is there language protecting teachers from layoff based on affirmative action plans? Is that language used?

Note: Most contracts already contain a provision that prevents employees hired under an affirmative action plan to be exempt from the layoff in reverse seniority order. We are not aware of a single district with an active affirmative action plan.

If a significant number of teachers of color are among the least senior employees, a simple way to ensure that teachers of color are not disproportionately harmed by layoff provisions is to work with the district on a clear, fair affirmative action plan. This is critical in districts with active programs to recruit and retain teachers of color.

## Possible remedies or proactive solutions

- Work with the district to create, revise or re-envision an affirmative action program grounded in clear objectives around equitable hiring, retention and placement of teachers.

Possible contract language:

Demand around affirmative action plan: The School District will work with the Union to develop plans to recruit, employ, and promote individuals who are inadequately represented among the school district's workforce.

Affirmative Action Program: This section shall not apply if its application will result in any violation of the School District's affirmative action program which shall include ethnicity, race, color, or sex; and any teacher employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Note that this language does not include the substance of the AA program.



## V. Internal and external transfer

Possible inequities	Possible remedies or proactive solutions
<p>Are there any exceptions to seniority that relate to protected classes? Do seniority provisions have an unintentionally discriminatory impact (ex: do teachers of color tend to stay concentrated in some sites because they don't have access to transfer rights?)?</p>	<ul style="list-style-type: none"><li>Examine the demographics of transfers between sites. Are transfers creating significant disproportionalities in some sites? (Example: are some sites overwhelmingly white or overwhelmingly Black? In what directions do transfers take place? Identify sites where there is an imbalance of staff demographics or the teacher and student populations are out of balance).</li><li>Survey and talk with educators at out-of-balance sites. What are the reasons that people transfer to and from these sites? Inequities between sites in terms of support and resources are most often at the root of transfer requests.</li><li>Determine remedies that may be directed at the root causes. Transfers are very often a symptom of a different problem that may be addressed through bargaining or meet and confer.</li></ul> <p>Possible contract language:</p> <p>Note: most "remedies" around transfer are to create an interview process or something to replace a seniority-based transfer process and that can create more inequities as well if you have leadership teams that do not have an equity lens.</p>

## VI. Grievances

Possible inequities	Possible remedies or proactive solutions
<p>Are any aspects of the grievance procedure potentially discriminatory?</p> <p>Note: inequities in numbers and types of grievances may be due to district disciplinary or contract enforcement practices being inequitable rather than the contract itself. Contract language on the grievance process is neutral but its use may not be either by the district or union.</p>	<ul style="list-style-type: none"><li>Before any contract language is written, examine grievance data to learn if there are disparities between groups of employees on the basis of sex, race, gender (including perceived gender) or age.</li><li>If disparities exist, determine if there are remedies that employees who are most affected would recommend as the basis for proposals.</li></ul>

Possible inequities	Possible remedies or proactive solutions
<p>Are more members of color subject to discipline than white members?</p> <p>Note: research firmly establishes that employees of color are subject to more discipline than white counterparts.</p>	<ul style="list-style-type: none"> <li>Examine evidence of disparate treatment of employees in different groups to determine what differences exist and if there are patterns when it comes to employees or administrators involved or the reason given for the discipline.</li> <li>If disparities exist, determine if there are remedies that employees who are most affected would recommend as the basis for proposals.</li> <li>Require both parties to undergo joint professional development related to implicit bias to remediate situations where disparities in discipline have been noted.</li> </ul>
<p>Are grievances filed equitably on behalf of white and BIPOC members?</p>	<ul style="list-style-type: none"> <li>If grievances are not filed equitably, this requires a significant conversation about why that is the case within our own union. That conversation is one that should be held with a restorative mindset about repairing harm.</li> </ul>

## Proactive provisions in support of equity

### 1. Make bargaining demands related to provisions that support recruitment and retention of teachers of color or LGBTQ+ teachers

Substantial research shows that efforts to recruit and retain teachers of color, LGBTQ+ educators and those not widely represented in the workforce can have a positive impact on student outcomes.

- Bargain provisions that address isolation that causes educators of color to leave sites or education entirely. Provisions may include ensuring that educators of color are not placed in schools where they are the only non-white educator.
- Negotiate the right and responsibility of staff to engage in professional development that addresses anti-racism and cultural competency, culturally responsive teaching and inclusive classroom practices.
- Address workplace environment issues proactively by inviting feedback from educators of color about areas where workplace culture could improve.
- Negotiate mentorship provisions focusing on partnering educators to connect, support, inspire and assist in an educator's growth and development.
- Negotiate for time, space, supports and resources for educators of color to gather in affinity groups.
- Name the extra work that teachers of color often perform related to relationship-building, family engagement, translating and behavior management. Determine how much additional time that may add to an educators' work day and adjust educator FTEs to account for the additional work as appropriate.

### 2. Discuss and put in place proactive hiring practices

While unions have traditionally not been invited into discussions about hiring practices, demands for anti-racist and equitable schools can name concerns and disparities in hiring and provide solutions.

- Sample demand: Diverse Staffing. We demand that the District recruit, hire and assign staff proportionately in terms of racial minorities to total employees in every department, school and at every level of operation within Seattle Public Schools. Source: Seattle Education Association, SEA/WEA/NEA

### **3. Negotiate academic freedom provisions that protect educators' rights and ability to teach using culturally-responsive curriculum materials.**

Teachers must be able to teach culturally-responsive curricula and have discretion over what and how curriculum is taught in order to meet the needs of students. Academic freedom provisions can provide protection to educators who exercise their professional judgement, particularly when they are teaching content that has been politicized outside of their classroom.

## **Sample 1: Teacher academic freedom**

### **Section 1. Materials and assessments**

Teachers shall select all curriculum, materials and classroom assessments for use with their students. Selections shall be consistent with the applicable state academic standards. Selections shall prioritize the use of materials that are culturally relevant to the students served by that teacher.

### **Section 2. Professional learning communities**

Teachers assigned to Professional learning communities shall determine the agendas for meetings, the annual goals for each PLC and any individual goals to be set through the PLC. In making these determinations, teachers must prioritize activities that are intended to reduce the racial predictability of student academic and disciplinary outcomes. PLCs must also allocate time as required by the district's Teacher Development and Evaluation plan (TD&E). Administrators may observe PLC meetings and participate in discussions but decisions about the work of the PLC shall be made by the teacher members of each PLC.

## **Sample 2: Academic freedom language**

The District and the Union, believing that academic freedom is basic to the attainment of the educational goals of the district, agree that:

1. Unit members shall be responsible for providing students with the opportunity to investigate various sides of the topics presented in their courses, particularly in relation to challenging subjects, within such limits as may be imposed by relevance to the course, the level of maturity and the intellectual ability of the students, and the time available. Unit members shall permit freedom of expression on those topics that are matters of opinion so that students may weigh alternate views and make up their own minds. Unit members shall be permitted to select relevant materials and curriculum based on their professional judgement. Unit members shall strive to promote tolerance for the opinions of others and respect for the right of all individuals to hold and express differing opinions.
2. In order to assure the general continuity, scope, and sequence of the curriculum within the concept of academic freedom, the teacher shall conduct instructional programs in a manner consistent with district curricular objectives of the course.
3. The principle of academic freedom implies that a teacher must teach with an understanding and respect for the individuality of each pupil. Academic freedom further implies that a teacher will teach with a scrupulous regard for honesty and accuracy, without distortion or falsification.
4. Academic freedom guaranteed herein requires strict adherence to professional ethics. It also requires the teacher to evaluate his/her instruction in a continual effort to meet the highest standards set forth by the teaching profession.
5. Bargain robust professional development requirements around equity.

# A key component of equitable schools

## Sample demands

- Linguistic and Cultural Competency. We demand that teachers may, as part of their professional development, attend community-based trainings based on the specific linguistic and cultural needs of the community. Source: Lake County Federation of Teachers, AFT Local 5042.
- Racial Justice Equity Teams. We demand that educational assistants be given paid time to attend racial equity trainings and the opportunity to join their building's Equity Team. Source: Saint Paul Federation of Educators, AFT Local 28/NEA.
- Diversity Training. We demand that teacher orientation include components on diversity, and that all teachers be required to attend a diversity training during the school year. Source: Wichita Federation of Teachers, AFT Local 725.

**Notes**

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1/2021

