

THE ADVOCATE

SAN DIEGO EDUCATION ASSOCIATION

DISTRICT FIGHTS TO SHORTCHANGE ECE TEACHERS ON THEIR PAY

Union takes case before an arbitrator

In 2018, Emmanuel Francouis, a veteran SDEA member and Early Childhood Education teacher noticed a peculiar discrepancy in his pay. Despite being employed by SDUSD for over 30 years he was not receiving his longevity pay. That didn't make sense, so he worked with his SDEA AR and Contract Specialist to determine if there was something wrong with his situation. What they discovered unearthed a systemic underpayment system by SDUSD for veteran ECE teachers and it kicked off an excessively litigious grievance between the union and SDUSD.

In the 2019 round of bargaining, the union won longevity pay for all regular SDEA unit members. However, for ECE teachers that longevity pay had been in the contract going back at least two decades. In 2016, the union won a change to the contract that allowed ECE teachers to get to the top of the salary schedule by year 17, thereby guaranteeing higher career earnings. This change also aligned the ECE pay with that of other SDEA members who also topped out at 17 steps.

When that change occurred, the District unilaterally decided the longevity pay that was in place for many decades for ECE teachers would cease to be paid in addition to the regular salary of ECE teachers. Instead the district paid the longevity on Steps 16 and 17 of the ECE salary schedule. This seemingly benign change meant that a group of teachers who are the lowest paid SDEA members, and predominately made up of women of color, were now being shortchanged in some cases over \$200 a month of pay that they were due from the District. That's because the District is arguing that an unwritten practice somehow allows them to roll the longevity pay for this group, and this group only, into the regular steps of the contract. A practice that other higher compensated SDEA members do not have to live under.

After Mr. Francouis discovered this discrepancy he filed a grievance, and so began a 3-year grievance saga that was finally heard by an arbitrator last month. Although the grievance was initially filed in August of 2018, the District's legal and labor relations offices, which have inexplicably grown despite the overall size of the District shrinking, took many steps to try to ensure that the grievance didn't make it before a neutral arbitrator.



Emmanuel Francouis

SDEA, working with a CTA attorney, was successful in getting the matter before an arbitrator last month. A decision on the case is expected in November; however, Mr. Francouis, the member who first discovered the contract violation, passed away in the intervening years since the grievance was started.

SDEA PRESIDENT



KISHA BORDEN

LETTERS IN SOLIDARITY

SDEA VICE PRESIDENT



KYLE WEINBERG

On October 1, the California Department of Public Health announced that the COVID-19 vaccine will be added to the other required public and private school vaccinations for students such as polio, measles and tetanus. Students will be required to be vaccinated for in person learning starting the term following FDA full approval of the vaccine for their grade span (7-12 and TK-6). This came on the heels of the September 28 [SDUSD Board of Education unanimous vote](#) to approve a vaccine mandate for all employees and students aged 16 and above. The mandate requires employees be fully vaccinated on or before December 20, 2021.

The US Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing have both issued guidance affirming that employers have the ability under state and federal law to implement vaccine mandates. Our SDEA bargaining team negotiated vaccine access as a prerequisite for members being required to return to school sites. This was part of the bargain over the impacts and effects of reopening last spring. Now that there is a vaccine mandate, we have the right to bargain over the impacts and effects of it, such as access to leave to get vaccinated or in the event of adverse reactions to the vaccine. We can also bargain over leave to take our school-age children who attend SDUSD to get vaccinated. We do not have the legal right to bargain over the issuance of the vaccine mandate itself as it does not violate any provision of our union contract.

From day one of this pandemic, SDEA members have made clear that the safety of our students and staff must be our #1 priority. SDUSD's vaccine

mandate will make our schools and communities safer according to the UCSD panel of experts that has been advising the District and SDEA since last year. Vaccines are the most powerful COVID mitigation measure because they substantially reduce the probability of the virus being contracted and transmitted, slowing new mutations like the Delta variant that have led to a surge of disease, hospitalization and deaths in the United States.

Regardless of where you stand on vaccine mandates for employees and students, our union solidarity will be required to get us through more turbulent times as signatures are being gathered for two ballot initiatives for the November 2022 general election. The first is a [school voucher initiative](#) that would defund public schools by transferring public school dollars to private and religious schools to subsidize tuition for students who attend those schools. The second is an initiative that would [end collective bargaining for public unions](#) and give the District the sole power to determine educator pay and benefits. Both of these initiatives have the potential to devastate public education and public sector worker rights in California. We owe it to our students and our communities to **stand alongside one another** and continue our fight for the schools that we all deserve.

TOGETHER WE ARE STRONGER AND SAFER!

KISHA BORDEN
SDEA PRESIDENT

KYLE WEINBERG
SDEA VICE PRESIDENT

EMBARCKING ON NEXT PHASE OF SDUSD COMMUNITY SCHOOLS IMPLEMENTATION

As our schools and our state gradually reopen, our communities are at a crossroads. COVID-19 has exposed the vulnerability of our students and families to a global health crisis, and it has intensified the deep racial and economic injustices that have impacted our schools for decades. The pandemic has also revealed that while schools are important places for providing a quality education to young people, they also fill many other important needs. For many families, schools provide their primary access to broadband internet connections, they help address the childcare needs of working families, and they help families address food insecurity by feeding children who would otherwise go hungry.

[Community schools](#) are advancing equity within public education by centering community needs and values including racial justice into the visioning, decision making, and everyday life of schools. The community schools model transforms existing neighborhood schools into community schools that support student learning, strong families and thriving communities. These are the benchmarks of [successful community schools](#): Schools receive an equitable share of our collective resources. Schools are led through community partnerships. School culture fosters self-empowerment of students and families.

SDUSD is now initiating implementation of community schools after almost three years of SDEA organizing with education

justice allies in our San Diego Community Schools Coalition. The SDUSD School Board unanimously passed the [Community Schools Resolution](#) on July 28th, 2020, which paved the way for the SDUSD Community Schools Implementation Team to begin developing the SDUSD Community Schools manual that will be finalized in December 2021. In January 2022, up to 5 schools from SDUSD's highest need communities ([with at least 70% of students receiving Free or Reduced Price Meals](#)) will be selected for community school designation for the 2022-23 school year.

An integrated shared decision-making body (SGT or SSC) with representation from various school stakeholder groups at each school site seeking to apply for community school designation must complete a Letter of Intent by November 30. The SGT or SSC will coordinate the community school designation application process for their school site. Completing and submitting the Letter of Intent must be a documented agenda item at an SGT or SSC meeting. To schedule [a presentation to your SGT or SSC](#) on SDUSD Community Schools and the community school designation application process including the submission of the Letter of Intent, please [fill out this form](#). If you have any questions or need more info on SDUSD Community Schools, please do not hesitate to reach out to SDEA Vice President Kyle Weinberg: weinberg_k@sdea.net.

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What the Four Pillars of Community Schools Look Like in Action

Enrichment activities emphasize real-world learning and community problem solving.

Parents, students, teachers, principals, and community partners build a culture of professional learning, collective trust, and shared responsibility using strategies such as site-based leadership teams and teacher learning communities.

After-school, weekend, and summer programs provide academic instruction and individualized support.

Promoting interaction among families, administration, and teachers helps families to be more involved in the decisions about their children's education.

Expanded Learning Time and Opportunities

Collaborative Leadership and Practice

A dedicated staff member coordinates support programs to address out-of-school learning barriers for students and families.

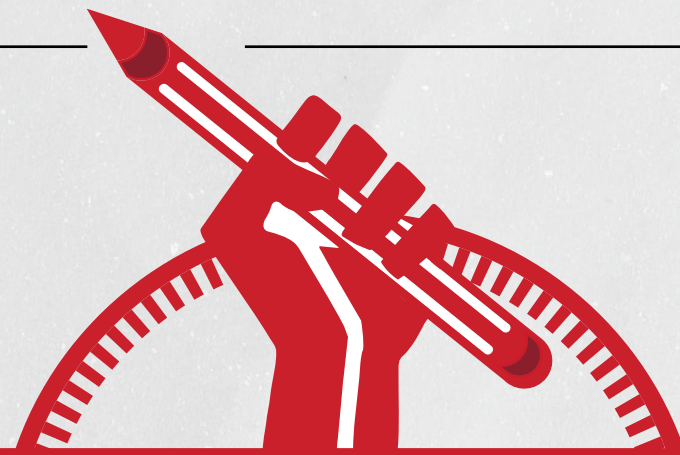
Schools function as neighborhood hubs. There are educational opportunities for adults, and family members can share their stories and serve as equal partners in promoting student success.

Active Family and Community Engagement

Mental and physical health services support student success.

Integrated Student Supports





KNOW YOUR RIGHTS

EXCESSING

EXCESSING = REDUCTION OF STAFF

Excessing is a type of involuntary transfer that is done to achieve a reduction of staff due to declining enrollment or loss of funding at the site. The term in the union contract is “transfer to reduce staff.”

BEING EXCESSED IS NOT THE SAME AS BEING LAID OFF

A member who is notified that they’ll be transferred to reduce staff (“excessed”) will still have a job in SDUSD, but the location of the job will change. On the other hand, a layoff notice means that the member might not have a job in SDUSD.

THE WINDOW FOR EXCESSING ONLY OPENS TWICE A YEAR

Transfers to reduce staff (“excessing”) can only happen at two times:

- The end of one school year for the next school year, with written notification before the start of the May Post, and
- In the fall until October 31.

WHAT SHOULD I DO IF OUR RIGHTS AREN'T RESPECTED?

EXCESSING IS BASED ON SENORITY

Instead of allowing the supervisor to play favorites, the union contract establishes rules about who is to be transferred should there be a need to transfer to reduce staff (“excess”). Here are the steps:

1. The supervisor determines, based on enrollment, the level (TK-3 or 4-6), subject area, or program to be reduced.
2. At an elementary school, the supervisor must ask members about interest in changing levels (TK-3 or 4-6).
3. The supervisor must ask for volunteers to achieve the desired reduction in staff.
4. If there is no volunteer, the member with the least seniority at the level, in the subject area, or in the affected program is to be transferred.

EXERCISING SENORITY RIGHTS TO STAY

The member to be transferred may be able to exercise seniority rights to stay at the site. To exercise seniority rights, the member must meet two requirements:

1. Recent experience: Have taught in SDUSD in a different subject, level, or program for at least 2 school years in the last 9, or 1 school year in the last 5
2. Seniority: Be more senior than another member who works in the subject, level, or program in which they wish to exercise seniority rights.

Only the member who is indicated for excessing can decide if they want to exercise seniority rights (if eligible) to stay. The supervisor can't exercise seniority rights for them.

MEMBERS WHO ARE EXCESSED CAN'T BE FORCED INTO VIRTUAL ACADEMY POSITIONS

[SDEA members bargained a protection for the 2021-2022 school year that any member who is excessed cannot be forced to take a Virtual Academy position.](#) Instead, they could pick one from the list HR will send them if they chose, but the District cannot make them take it.

Talk with the AR (Association Representative) at your worksite and share this page and read the applicable contract sections. Our union contract has a process for enforcing our rights — the grievance procedure. The next step you and your AR might take is a grievance meeting with the supervisor.

OUR ELEMENTARY SITE RECEIVED AN ADDITIONAL TEACHER, DOES THAT IMPACT EXCESSING?

You may remember that the union contract you voted on this summer required SDUSD to hire 86 additional elementary teachers “for the purpose of reducing elementary class sizes” for this year. These additional positions are over and above the number of teachers a site is allocated based on enrollment. Sites with these additional positions may still have to reduce staff due to student enrollment but will still retain the additional position for class size reduction. One way to ensure that excessing is being done correctly, is to check the accuracy of the base allocation of teachers that are supposed to be assigned to your site per Section 13.2.1 in the contract. With the extra teacher from the pool of 86 that your site got, you should be only one teacher over the total allocation of teaching staff for your site, based on what the allocation formula says you are supposed to have. If you are two or more teachers over, then your site is due to have one teacher excessed appropriately. If you are below, then your site should not have any excessing, and is understaffed and should be getting a teacher through the fall staffing process.

One complicating factor is that [reps at some schools are reporting](#) that some of these additional educators are not being utilized to reduce class size and instead assigned them to do push-in/pull-out work, and possibly substitute for teachers who are absent. This may complicate the “excessing” process as enrollment-based staffing reductions at elementary schools are designated within grade levels (TK-3 and 4-6). Those teachers are supposed to be assigned to a grade level, and could be subject to excessing as well. If the extra teacher has not been assigned to a grade level, you may need to file a grievance to enforce the new contractual agreement on using the extra teachers to reduce class size. If the extra teacher is not being used to reduce class size, then a teacher with seniority rights to stay at the school site could potentially get excessed.



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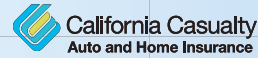
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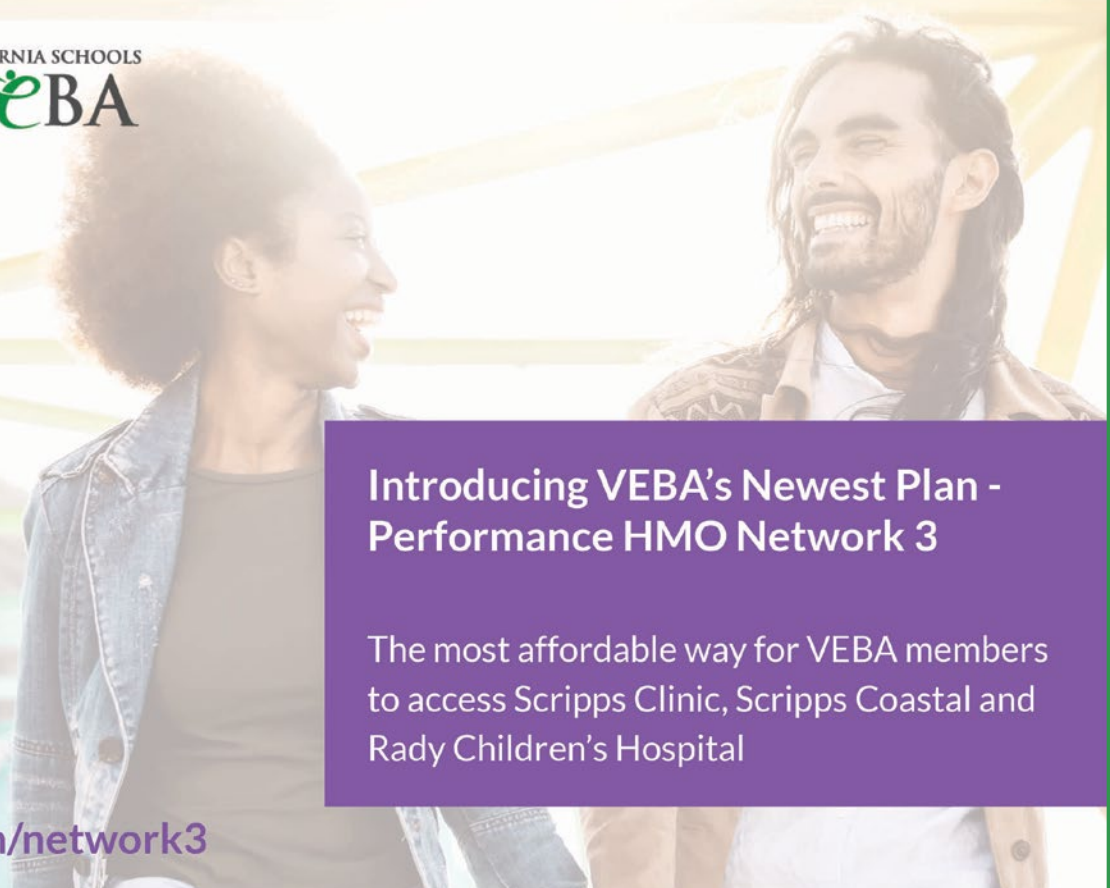
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Brand new¹ educators and education support professionals who join CTA for the first time between July 1, 2021 and June 30, 2022, are automatically enrolled in 9 months of CTA Introductory Disability coverage at no cost to you.



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standard.com/cta/newhire

¹ Brand New is defined as an educator or education support professional who has not previously worked in education in the state of California and has never been a CTA member previously. Your first employment record in CTA's membership database must be no greater than 180 days prior to your CTA membership start date. Disability insurance eligibility requirements apply. For complete terms and conditions, visit standard.com/cta/newhire.

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