

# THE ADVOCATE

SAN DIEGO EDUCATION ASSOCIATION

## A Big Win for SDEA

*Senior SLPs and Senior School Psychologists Have Been Restored After Union Members Took Fight All the Way to the State's Public Employee Relations Board!*

Last school year, SDEA members in the Speech-Language Pathology and School Psychology departments were unceremoniously notified via email that the District would eliminate the Senior Speech-Language Pathologist and Senior School Psychologist positions starting in the 2020-2021 school year. With the support of a CTA attorney, SDEA member leaders Sarah Darr (Millennial Tech Middle & Scripps Ranch High School) and Michelle Crisci (NPS), along with SDEA Organizer Sara Holerud, worked together to file both a grievance and an Unfair Practice Charge through the California Public Employee Relations Board challenging the District's unilateral action.

The senior positions that the District eliminated are identified in our union contract. Because of that, the District cannot eliminate whole job classes without first negotiating with the members of SDEA.

Because of our charge at the state, SDEA's team entered into mediation with the District in August 2021. With the help of a state appointed mediator, members were able to reach an [Agreement](#) that is a definite win for our schools and members.

The mediated agreement restores the senior positions back to the levels they were at in the 2019-2020 school year.

Members who previously held Senior SLP and Senior School Psychologist positions, who still had time left on their 3-year rotation, will be offered their positions back to finish out their terms. The remaining FTE will be posted internally in both departments as vacancies to allow new candidates to apply.

In addition to the restoration of senior positions, SDEA's team was also able to negotiate job responsibilities for the senior positions. This will help fine tune the responsibilities of the members holding the Senior School Psychologist and Senior Speech-Language Pathologist positions to the needs of our schools. In short, senior positions will no longer perform administrative work or clerical tasks and will be used to support and be a resource to SLPs and School Psychologists at comprehensive sites, in addition to supporting their departments.

This is a major win for members who will once again have the support of Senior SLPs and Senior School Psychologists to support them in using best practices and performing their jobs to support our students effectively!



SDEA SLP ASSOCIATION  
REP SARAH DARR



SCHOOL PSYCHOLOGIST ALTERNATE  
ASSOCIATION REP MICHELLE CRISCI

SDEA PRESIDENT

**KISHA BORDEN**

SDEA VICE PRESIDENT

**KYLE WEINBERG**

# LETTERS IN SOLIDARITY

Last school year was one of the most challenging years for most educators, whether you were a brand new educator or one with decades of experience under your belt. We all pushed through the year, even while our work and home lives were turned upside down. As this school year opened, most of us were excited about returning to in-person instruction with our students, face-to-face.

Unfortunately, this new year has not been the return to normal that we all expected. The Delta variant, declining enrollment, staffing shortages, and a vaccine mandate that could create even more staffing problems have created a whirlwind of seemingly insurmountable challenges.

When people are stretched to their limits, it is often easy to strike out at those who are closest to us. To wonder what the next person is doing to carry their share of the load. We know the frustration that comes from not being able to do your job to the best of your ability and to give your students what you know is best for them.

We cannot let the difficulties we are all facing pull us apart as an organization. This must be a time when we pull even closer to each other. We must come together to fight for what we need as educators, so we can also give our students what they need. We have to remember that we are powerful when we come together with a common goal.

We've seen that power at the site level. Because we have strong sites and programs, SDEA members have been able to organize and demand actions that benefit everyone, even when the issue is not contractual.

The SDEA members at Fulton are a perfect example of this. Those educators were experiencing roof leaks in their classrooms. While there was no direct violation of the contract, those educators were able to organize, develop a plan, implement that plan, and their roofs

were fixed over a weekend. That is what a strong union school looks like.

When working to improve our working conditions on a larger scale, we often turn to the bargaining process. While the bargaining team is at the table with the District team, we know that the real power comes from the entire membership. The District also knows that they are not just negotiating with the 10-15 SDEA members sitting across from them, they are negotiating with all 6500 SDEA members. The District knows that the demands proposed are the demands of all of our members.

We were not able to win caps for Mild/Moderate and Moderate/Severe caseloads because of the unique persuasiveness of the bargaining team. We were not able to secure nearly 10% in wage increases over the last four school years because of well-written proposals. We are not one of the few locals in the state that still have fully paid healthcare because of the District's benevolence. SDEA members were able to achieve those wins because of the solidarity and actions of regular members.

We must continue to build our site structures so that we can share the work of organizing. We must continue to hold the District, especially those we have supported, accountable to implement programs and policies that support all students and educators. We must continue to stand together, organize together, and fight together. This work cannot be won by a few people in an office in Mission Valley, or just your AR or CR(s).

Our work, our fight, our demands will be carried by the voices and actions of all of our members.

**TOGETHER WE ARE STRONGER!!**

**KISHA BORDEN**  
SDEA PRESIDENT

**KYLE WEINBERG**  
SDEA VICE PRESIDENT



## KNOW YOUR RIGHTS

# CLASS COVERAGE

### CLASS COVERAGE DURING PREP TIME

The SDEA contract limits when a member can be called on to cover a class "other than [your] own" during your own preparation time. That means that if you have classes, you can be called upon to cover other classes, but only during your prep time. Then there are two situations in which you can do class coverage: emergencies and for professional development.

### EMERGENCY COVERAGE

You can be called on by the principal to cover another teacher's class in an emergency. An emergency is "any situation which could not be reasonably anticipated." Be careful not to let the principal confuse an important situation with an emergency. There are lots of important situations that are not emergencies because they could have been "reasonably anticipated."

### Reasonable & Equitable

When it comes to emergency coverage, the union contract says that the number of classes you're called on to cover for must be "reasonable and equitable."

### Pay in Excess of 1 hour

If you do more than 1 hour of emergency coverage in a school year, you are entitled to pay at the "Additional Hourly Classroom Assignment" rate in the union contract. That's currently \$51.94 an hour, or your hourly rate of pay, whichever is higher.

### PROFESSIONAL DEVELOPMENT COVERAGE

You can be asked to cover another teacher's class for the purpose of professional development or Professional Learning Community activities. In this case, you have to agree to do the coverage, and can say no.

### Pay for Coverage

If you do say yes, you have the right to be paid for the entire period of coverage rounded to the nearest quarter-hour. You are entitled to pay at the "Additional Hourly Classroom Assignment" rate in the union contract. That's currently \$51.94 an hour, or your hourly rate of pay, whichever is higher.

### DISTRICTWIDE SUBSTITUTE SHORTAGE

A long-standing SDUSD [policy](#) allows for certain emergency measures when there is a districtwide shortage of Visiting Teachers. If the District declares an emergency, these are the steps SDUSD can take and



the order in which they must be taken:

1. In-service programs, professional development, and other non-illness demands on substitute service are cancelled.
2. Classes are combined "whenever educationally sound."
3. Administrators and certificated non-classroom staff who are assigned to the school are called on to substitute at the school.
4. Central office certificated staff, like supervisors, coordinators, principals on special assignment, and Resource Teachers can be assigned to schools to substitute.





## KNOW YOUR RIGHTS

# SPECIAL EDUCATION CASELOAD

### HARD FOUGHT IMPROVEMENTS TO SPECIAL EDUCATION CASELOAD!

Special educators struggled with caseload overload for years. There were no limits on caseloads, only targets for maximum limits. Special educators struggled with caseloads that were sometimes more than twice the target limit! But in 2019, 2020, and again in 2021, SDEA members won true caseload limits for the first time! SDEA members are especially proud because SDEA was the first teachers union in California to win caseload limits like this!

### EDUCATION SPECIALISTS

- Mild/Moderate: 20 students
- Moderate/Severe: 12 students

The union contract says that if an Education Specialist is case manager for more than the above number of students for more than 10 consecutive workdays, SDUSD must increase Education Specialist staff at the school to bring caseloads down. For a student to “count” they must have a locked event.

### MIXED CASELOADS

For Education Specialists whose caseloads include both Mild/Moderate and Moderate/Severe students, your caseloads must be reduced proportionately. Here are two examples of that:

1. A full-time Education Specialist has 16 students. Ten are Mild/Moderate, which is 50% of the Mild/Moderate caseload limit. Six are Moderate/Severe, which is 50% of the Moderate/Severe caseload limit.  $50\% + 50\% = 100\%$ . This complies with the union contract.
2. A full-time Education Specialist has 20 students. Ten are Mild/Moderate, which is 50% of the Mild/Moderate caseload limit. Ten are Moderate/Severe, which is 83% of the Moderate/Severe caseload limit.  $50\% + 83\% = 133\%$ . This violates the union contract, so the caseload must be reduced.

### ASSESSMENTS FOR MILD/MODERATE

If a Mild/Moderate Education Specialist has a full caseload, plus completes four initial and/or PPPSS assessments during the school year, when their next initial or PPPSS assessment comes up, in order to balance workload, the union contract says it has to be assigned to someone else. It can be assigned to another case manager whose caseload is not full, or SDUSD must provide temporary staff to do the assessment. If neither, then SDUSD must offer the Education Specialist up to 8 hours of pay or release time for each additional assessment, at the Education Specialist’s discretion.

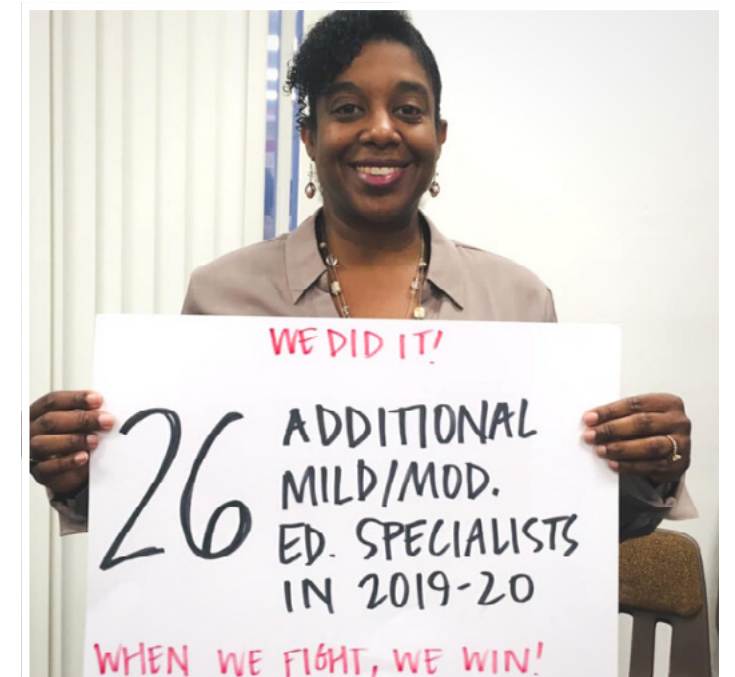
### NO MORE THAN 3 SCHOOLS

Mild/Moderate Education Specialists are protected by the union contract from being assigned to no more than three schools at once.

### OTHER SPECIAL EDUCATION CASELOADS

For other special educators, there are new caseload caps won in 2021:

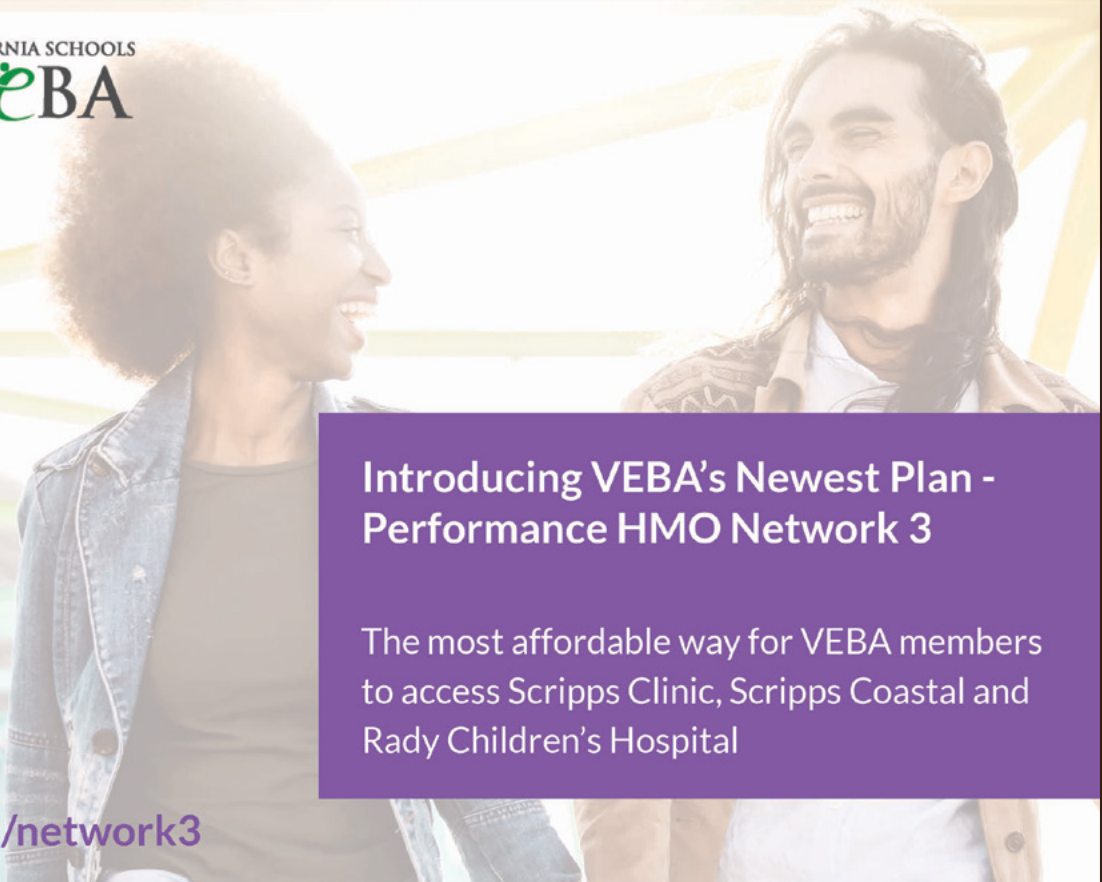
- Deaf & Hard of Hearing educators: 10 students
- Speech Language Pathologists (SLPs), elementary & secondary: 55 students
- SLPs, early childhood: 40 students
- Separate setting classes: 12 students



SOURCE: SDEA [Contract](#), Article 29; [Tentative Agreement](#), [Article 29](#), June 24, 2021



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<sup>1</sup> 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](http://standard.com/cta/newhire).

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STRONGER

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