

THE ADVOCATE

SAN DIEGO EDUCATION ASSOCIATION



IT'S TIME TO ← IMPROVE → THE TRANSFER PROCESS!

Over time and as enrollment in SDUSD has declined, it has become clear that the transfer process by which an educator moves from one site or program to another must be updated and improved. For too many educators the process is confusing, not transparent, provides little opportunity for voluntary movement, and results in far too many grievances annually.

To address these issues the SDEA and SDUSD bargaining teams reached an agreement in June 2021 to convene a special committee on transfer procedures, comprised of educators, SDEA staff, and District staff to draft a framework for a transfer process that is clear, meets the needs of both Parties, and acknowledges the impacts of declining enrollment within the District on the transfer process.

The committee is researching transfer processes in other districts (both growing and declining enrollment districts) and is working to gather input and data from SDEA members, administrators, and other school stakeholders to inform recommendations to improve the transfer process so it is fair, transparent, and supports stability within school communities even as overall SDUSD enrollment declines.

Once the committee completes its work it will make recommendations to the SDEA and SDUSD bargaining teams.

Committee members are **DAVID LANDRY** (Teacher, Clark Middle), **CHERESE WILTSHIRE** (Teacher, Horton Elementary), **RAFAL DOBROWOLSKI** (SDEA Contract Specialist), **JONATHAN MELLO** (SDEA Organizer), **ACACIA THEDE** (SDUSD Chief Human Resource Officer), **ERIN HOUSTON** (SDUSD Human Resources Director), **JESSICA FALK-MICHELLI** (SDUSD Executive Director, Labor Relations & Assistant General Counsel), **KIMBERLY MOORE** (SDUSD Diversity & Inclusion Officer).

Photo by Jon Tyson

SDEA PRESIDENT



KISHA BORDEN

LETTERS IN SOLIDARITY

SDEA VICE PRESIDENT



KYLE WEINBERG

BARGAINING FOR THE COMMON GOOD

As the Omicron surge is receding and the state and county are now lifting COVID mitigation measures like indoor mask mandates for businesses, our focus as union educators can now broaden to thinking about how we can enact our vision for well-resourced, community-centered, anti-racist and democratically-run schools in the San Diego Unified School District that are necessary to build a more just and participatory society.

Within the labor movement, the contract bargaining process is our most powerful tool to bring about long-lasting improvements that are legally enforceable. Pay, benefits and working conditions are subjects of bargaining mandated by employment law and we have competitive salaries, fully-paid health care and the ability to use accrued sick leave for personal necessity because we fought together for decades as SDEA educators to bring dignity and fairness to our teaching profession and to our district.

We also have compelling examples from our union educator siblings in Los Angeles, Oakland and Chicago of going beyond the narrow scope of traditional bargaining and fighting for community demands like redistributive taxation that equitably funds the public good (as we did in 2020 with the Schools and Communities First ballot initiative), wraparound services including mental and physical health care, strengthened supports for multilingual learners and immigrant families, [affordable housing on district land](#) and free, efficient public transportation and internet that facilitate access to public education.

In the communities we serve, unions are one of the most powerful organizations that can effect change. We have a duty to use our power to elevate community needs and advocate for addressing systemic inequities. Our power as SDEA alone,

however, is not enough to win the schools and communities that our students deserve. By building alliances with parents, students and community organizations, we can mobilize the combined power required to take on privatizers who seek to profit off public education and advance initiatives that will combat the effects of historical disinvestment in our highest need SDUSD communities.

Since 2018, SDEA educator leaders have worked in tandem with the San Diego Community Schools Coalition to champion the establishment of schools that are hubs of the community and that center local assets and priorities. Two years after the Coalition's advocacy led to the SDUSD Board voting unanimously to adopt the [Community Schools Resolution](#), up to 5 SDUSD Community Schools designated for the 22-23 school year will have a needs assessment process that surfaces these priorities for their local school communities.

For our upcoming contract campaign, we are engaging in a similar process to identify priorities that we share across our district. During our bargaining input sessions, we answered this question: What supports and resources do our students need outside of their classrooms in order to be successful while in school? In order to widen our aperture beyond our educator lens, we will be asking this same question to SDUSD parent and student leaders. The results of this process will help to create a platform of community demands that we can unite around, fight for, and win.

TOGETHER WE ARE STRONGER!!

KISHA BORDEN
SDEA PRESIDENT

KYLE WEINBERG
SDEA VICE PRESIDENT



KNOW YOUR RIGHTS

LONG-TERM LEAVES

Sometimes, union members need to take an extended period of leave after they have exhausted personal necessity leave and/or either of their sick leave options (regular sick leave and differential leave, also known as half-pay sick leave). They have a variety of long-term leave options to take, all of which are found in Article 10 of the union contract.

Most are without benefits, and all are unpaid. Some require approval in the preceding school year and go into effect at the start of a school year, and others can be requested and approved quicker and do not have strict timelines that must be adhered to.

Depending on each individual union member's circumstances and reasons for needing leave, they may be able to use a combination of leaves, or just one of them.

MONTH-LONG PERSONAL BUSINESS ABSENCE

This leave can be found in Section 10.4.2 in the [contract](#). A personal business absence of up to one month will maintain the union member's benefits, but it will be unpaid. Usually, this leave is requested from the principal at the site, or the program administrator/manager a union member regularly reports to. The site or program time keeper will usually request that a short term leave form be filled out, either prior to the leave, but in most cases after return from the leave. This leave is available to all contracted union members (*not visiting teachers*).

FAMILY CARE LEAVE

Family Care Leave (*our contract's version of FMLA/CFRA leave*) is a second type of unpaid long-term leave that

protects a union member's benefits. It is found in Section 10.19 in the contract. This leave is open to all contracted union members (*not visiting teachers*), but has additional eligibility requirements that some temporary or even probationary union members will not meet.

This leave is used to either care for an ailing family member, or used for the individual union member's own serious medical condition, illness, or injury. This leave requires the union member to have worked for the school district for at least 12 months, and in the last 12 months from the date of the leave request, they must have worked (*or have used accumulated paid leave*) for at least 1,250 hours (*this is equivalent to 156.25 eight-hour workdays*).

This leave is granted for a maximum of 60 workdays, it can be used intermittently (*over the course of a year*), and can last in any duration at the discretion of the employee (*over the course of a year*).

This leave can also be used for the purposes of child bonding (see [SDEA's Know Your Rights! Parental Leave flyer](#) more information). If the leave is being used for a union member's own illness or injury, it should be requested at least 30 days in advance, if possible, and a leave of absence request form will have to be filled out prior to the leave being granted (*which your site or program timekeeper should have access to, or it can be found on the [HR website](#)*). The form will have to be accompanied by a physician's statement. If the leave is for the union member's own illness or injury, a doctor's note releasing the union member back to work at the end of the leave will also be required.

LONGER LEAVES

If union members need to take longer periods of leave, for a year or more, they have a variety of options to pick from. These leaves are delineated as Category 1 (*Planned Leaves*),

Category 2 (*Parental, Health, and Home Responsibility Leaves*), and Category 3 (*Other Long-Term Leaves*). These leaves are requested through HR (*contact loa@sandi.net*).

All of these leaves are permissive, with the exception of parental leaves, meaning that it is not a guarantee that HR will grant them. In most cases, however, the school district does grant such leaves, especially health leaves with a doctor's note.

These leaves are all without pay, and do not include benefits. While on any of these leaves, the union member's seniority will stay the same; however, they will not get salary step advancement credit for the year(s) they are on leave (*except for Military leaves*), and they will not get STRS service credit while on unpaid leave.

CATEGORY 1 (PLANNED LEAVES)

Category 1 leaves may be granted for one of six reasons defined in Section 10.6.2 in the contract (*Professional Study, Travel, Opportunity Leave, Service to Other Public Agencies, Service to Professional Associations, Other Leaves Determined by the Superintendent*). These leaves are granted up to a period of one academic school year, and can be renewed yearly up to a total of three years of leave within a 10-year period.

These leaves are available only to permanent employees, or second-year probationary employees, if the leave begins no earlier than their third year of employment, meaning once they have attained permanent status (*not all employees reach permanency in their third year of employment, including interns and some part-time employees who do not work at least 75% of the number of workdays in a year*). This leave must be requested by March 1st of the preceding academic school year in which leave is to begin. Exceptions may be granted for humane or other cogent reasons.



LONG-TERM LEAVES CON'T

CATEGORY 2 (PARENTAL, HEALTH, AND HOME RESPONSIBILITY LEAVES)

Category 2 leaves can be taken only for reasons defined in Section 10.7 in the contract. These leaves include:

- **PARENTAL LEAVES** – which include Pregnancy Leave (*which requires 30 days' notice, if possible*), Male Parental Responsibility Leave, and Adoption Leave;
- **HEALTH LEAVE** – which requires a physician's note of incapacity to perform your regular duties;
- **HOME RESPONSIBILITY** – granted when there is a demonstrable need for caring for an immediate family member (*as defined in Section 10.16 in the contract*).

These leaves can be requested at any point in the academic school year, are granted for the balance of that school year, and can be renewed year to year, for a period not exceeding 5 years per instance. These leaves are only available to probationary and permanent employees.

CATEGORY 3 (OTHER LONG-TERM LEAVES)

Category 3 leaves are found in Section 10.8 of the contract (*Unrestricted Leaves and Military Leave*). Unrestricted leaves may be granted to permanent employees by the District for one year, based on a reason that is mutually beneficial to the District and the member. They must be requested by March 1st of the academic school year prior to the leave beginning.

They start at the beginning of an academic school year, end at the conclusion of an academic school year, and they are not renewable. Military leave is granted to probationary or permanent employees upon receipt of proper orders. Military service will count towards step advancement on the salary schedule. They can return immediately upon completion of their orders.

RARE TYPES OF LEAVE

Sabbaticals (*Section 10.10*) and Exchange Teacher Leave (*Section 10.11*) are rare types of leave, but are also available. They can be requested, but are generally not funded by the school board.

RETURN TO WORK RIGHTS

Return rights are found in Section 10.9 in the contract. Most leaves require the employee to return at the beginning of a new school year. Employees on Category 1 leave must notify the District if they want to return to work, or extend their leave for another year, by March 1st. For other long-term leaves, like health or home responsibility leaves, the district will also request a return or extension prior to March 1st. Employees on any Category 1, 2, or 3 long-term leave may request a return during a school year, if there is a temporary position available for which they are qualified. If there are none available, the employee may request priority for day-to-day substitute teaching assignments.

These leaves can be renewed (if allowed by the contract), as long as the request is made by March 1st of every year. If the union member wants to return and participate in the post and bid (because they no longer have rights to their former assignment due to being out for more than a year on leave, or because they never got an agreement to return to their former assignment), they must do so by March 15th of the year prior to their return.

The District sends paperwork to each employee out on leave in February asking if they wish to continue leave, if they want to return to the District, or if they want to resign. Failure to respond in time is deemed a resignation, so it is important to reply promptly.

Employees may request, prior to their leave, to return to their previous site or program. Such requests will be honored

only if the employee is ready to work at the start of the next year, and if their previous position is still available at the former site/program.

Most of these long-term leaves apart from parental, health and home responsibility leaves, all begin at the start of an academic school year, and conclude at the end of the academic school year, unless mutually agreed to by the District and union member beforehand. Union members are guaranteed a right to their former assignment for only one year, and arrangements to return to their former assignment must be made beforehand (putting it in writing is a good tip - a confirming email between the union member and supervisor suffices).

Probationary employees retain the status they had earned prior to going out on leave (if a probationary year 2 employee commences leave in their third year of employment, and is out for one year, when they return they are considered permanent, for example).

PAYROLL, BENEFITS & WORKING ON LEAVE

Anyone on a 12-pay payroll option when they go out on leave, will be reverted back to a 10-pay option for the first year they are back from leave (*meaning there is no paycheck in July and August*), and benefits will be restored on October 1st if you come back to work on the first day workday in August).

The District does not allow one to work outside of the District while on any type of leave, unless your leave permits you to do so (*some of the leaves in Categories 1 and 3 are the only leaves that will allow for work while on leave; health leaves do not, and parental and home responsibility leaves only allow one to sub with SDUSD*).

Find more *Know Your Rights!* flyers at sdea.net

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VEBA COVID-19 Resource Page

For the latest COVID-19 updates, check out our dedicated resource page. Read news from VEBA carriers such as OTC COVID-19 testing reimbursement details, browse local headlines and see special events for VEBA members.

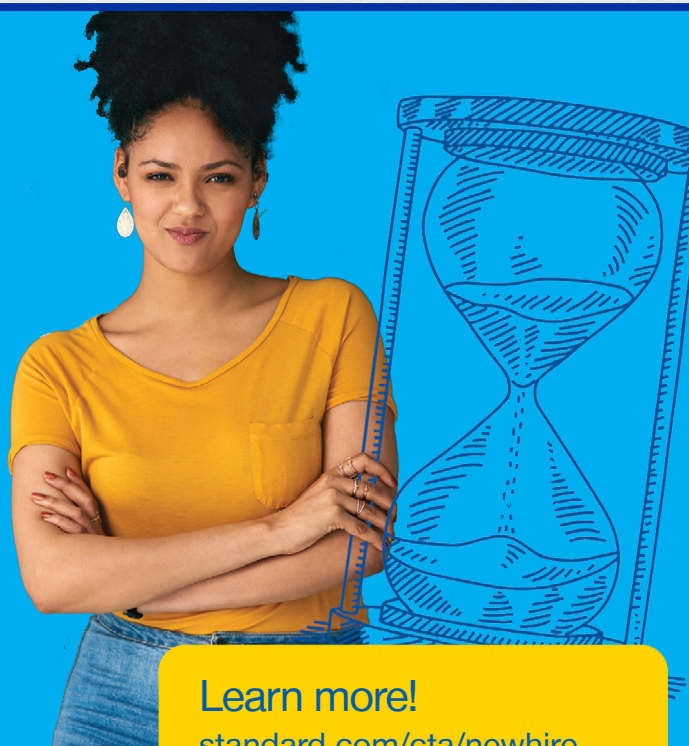
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