

THE ADVOCATE

SAN DIEGO EDUCATION ASSOCIATION



**DEMAND A
"TK PROGRAM
THAT WORKS!"**



**TK UNION MEMBERS
SPEAK OUT TO SUPERINTENDENT,
DEMAND A "TK
PROGRAM THAT WORKS!"**

Early Childhood Education Teachers, Elementary Teachers, Education Specialists, and other educators who work with TK students stood up on Jan. 12 to demand a TK program that works. At union members' invitation, Supt. Jackson came to the SDEA union hall to listen to union members speak out about needed improvements in the District's fast expanding TK program. SDEA educators told stories of how the TK program is falling short, and called on Supt. Jackson to commit to improving our District's TK program.

At the event, which garnered news coverage from both [KPBS](#) and [Voice of San Diego](#), educators told passionate and oftentimes troubling stories about TK at our schools. In a call to action, union members asked Supt. Jackson six commitment questions:

- 1** Will you commit to investing in enough staff to meet ratios, keep students safe, and end classroom, supervision and safety coverage chaos at our schools?
- 2** Will you commit to saying "yes" to our bargaining proposal to guarantee in our union contract that we will keep an ECE Teacher in every TK classroom?
- 3** Will you commit to saying "yes" to our bargaining proposal to guarantee a TK class size of 20 in our union contract?

- 4** Will you commit to providing the developmentally appropriate curriculum & materials that students need to learn and TK educators need to teach?
- 5** Will you commit to investing in TK students by investing in training educators, including ECE Teachers, Elementary Teachers, Prep Time Teachers, SLPs, Education Specialists, and Principals?
- 6** Will you commit to developing a clear vision & direction for TK, and a communication system to communicate that vision and practical issues to us (like policies, materials and curriculum availability, training)?

At the end of the event, union members assessed Supt. Jackson's level of commitment. Supt. Jackson came out most favorably on the issue of vision, direction and communication, but overall members felt that there is more work needed to be done with the District to ensure these improvements are realized. We won't stop until we have a TK program that works!





KYLE WEINBERG
SDEA President

Letters In Solidarity



LISA MORRIS
SDEA Vice President

Community Schools for Student Success

We want to recognize all of the schools and programs who wore red in unity at our last bargaining date on January 23. We are still waiting on responses to numerous SDEA proposals that have been presented as long as 4 months ago on items such as salary, class and caseload size, prep time, leaves and special education. SDUSD needs to Bargain Like Our Schools Matter and coming together as SDEA educators, SDUSD parents and community organizations is how we demonstrate our strength. Our next bargaining dates are 2/9 and 2/23 so **mark your calendar red** on these dates.

On Monday, January 23, your SDEA Bargaining Team [passed a proposal](#) for a new Community Schools article in our contract. This article would enshrine the transformational community schools model that we have implemented in SDUSD after 2 years of advocacy by SDEA and the [San Diego Community Schools Coalition](#). Community schools provide services and support which fit each neighborhood's needs, run by the people who know our children best – families, educators, community organizations, local governments, and the students themselves. They use shared decision making to determine academic, emotional and community solutions for student success.

Here are some key elements of our SDEA bargaining proposal that would be established for SDUSD community schools:

- Training and planning time for educators, specifically around culturally-responsive and community-based curriculum.
- Community Schools Site Coaches will support school staff and Site Governance Teams on the Expanded and Enriched Learning and Collaborative Leadership community school pillars. Elementary community schools will share Community Schools Site Coaches between 2 schools. At K-8 and secondary community schools, the Community Schools Site Coach will be a part-time Project Resource Teacher and part-time classroom educator.

While our state union [CTA advocated for the significant community school funding](#) that our district is receiving, our proposal would commit SDUSD to maintaining community schools as a budget priority going forward.

There are 5 current SDUSD community schools (ALBA Community Day School, Hancock Elementary, Hoover High School, Millennial Tech Middle School and Mountain View School) and the application window for the 2023-24 school year cohort of up to 10 more community schools in our highest-need school communities ([70%+ free and reduced price meal eligible students](#)) is open until February 24. If your school is interested in applying for community school designation and receiving support with completing your application, make sure to [complete this Letter of Intent](#) that requires the commitment of SDEA leaders, administration, classified staff, parents and students at secondary schools.

At our February 23 bargaining session, the SD Community Schools Coalition will be presenting our community demand proposal around expanded afterschool opportunities together with our SDEA Bargaining Team and parent leaders. This is a product of the relationship-building that SDEA members have engaged in to grow our campaign to win the schools and communities our students deserve, including our presentations to parents in January. Let's keep the momentum going as we ramp up our fight in the months ahead.

TOGETHER WE ARE STRONGER!

KYLE WEINBERG
SDEA PRESIDENT

LISA MORRIS
SDEA VICE PRESIDENT



KNOW YOUR RIGHTS

MATERNITY LEAVE

There are a variety of leave options for expecting mothers in our union contract (and for fathers and adoptive parents, too!). These leaves depend a lot on what the expecting or new mother's doctor recommends she needs in terms of time off. There is also a patchwork of laws related to leaves around pregnancy, recovery, and child bonding that need to be understood.

MATERNITY LEAVE (DURING WORK YEAR)

Most expecting mothers will need some time off right before delivery, according to their doctors, and they will use their sick leave to cover this time off. Upon delivery of her child, the new mother gets up to three work weeks off after the day of delivery, paid by the District, per the union contract (there is no paid maternity leave otherwise under any local, state, nor federal law).

Assuming that those three weeks fall during the time she was regularly scheduled to work, like during any workdays in the school year, the new mother will not have to use her own sick leave to cover these three weeks of time off, and remains in paid status. This negotiated maternity leave is tied to the new mother giving birth

during the work year and needing to take time away from work due to the delivery/recovery. The logic of such leave is that women who due to biological factors give birth, will eat up more sick time statistically than men, and that has an impact on sick leave balances in their working lives, and on conversion to STRS credit upon retirement (they have less than men do).

It is not leave that can be banked and used at a later date like sick leave. So, for example, for births during the summer, since that is not work time, there is no need to be released from work, so the leave does not apply and cannot be requested. Likewise, it is tied to the day of delivery, so it cannot be used at a later date.

POST DISTRICT-PAID LEAVE WITH HEALTH COMPLICATIONS

Once the three weeks of maternity leave is up, there are two leave paths that can be taken, depending on the new mother's doctor's recommendation. More typically, a doctor will recommend up to six or eight weeks of sick leave after delivery (depending on a vaginal or Cesarean birth), and a new mother will be typically healthy enough to be released back to work after that amount of time off.

Sometimes, some additional time off beyond those six or eight weeks will be added on by the doctor, in order to fully recover or deal with any lingering health issues post-delivery. The time off needed beyond the three weeks of district-paid maternity leave would be covered by the employee's own full and half pay sick leave, FMLA/CFRA Leave (Family Medical Leave Act/CA Family Rights Act, which is called "Family Care Leave" in the contract; this is unpaid leave, but it requires the District to maintain benefits), one month unpaid personal business absence (with benefits), and/or long-term leave without pay nor benefits (for the remainder of a school year and for five subsequent school years).

The typical hierarchy would be to use up all your sick leave first (up to 110 days of combined full and half pay sick leave is allowed to be used in a given school year/per incident), then use FMLA/CFRA leave, then take a one month personal business absence, and then utilize unpaid long-term leave.

THE STANDARD DISABILITY INSURANCE

A very useful membership benefit is The Standard's disability insurance, which kicks in any time anyone is not receiving a full paycheck from the District, and is taking time off due their own illness or injury (not for child bonding). This is a benefit that can only be utilized by dues-paying members of SDEA/CTA who have enrolled in the program prior to their "disability" (pregnancy and time on maternity leave are considered temporary disabilities under the law). One can [apply](#) and receive benefits once they are on half pay sick leave, or on any unpaid leave option, due to their own illness or injury.

CHILD BONDING LEAVE

Once the new mother is released back to work, she can then get child bonding leave (which is offered under FMLA/CFRA/Family Care Leave), for up to 12 work weeks. This time off will be paid (and with benefits) via utilization of her own sick leave, either full pay if she has any left, and if not, then at the half pay rate. If she has exhausted her half pay sick leave, the District will pay her at the half pay rate for the duration of the child bonding leave time off.

Eligibility for child bonding is based on having worked for the District for at least 12 months. One does not have to have worked for the District for 1,250 hours in the past 12 months like one does to take FMLA/CFRA for one's own illness/injury. The 12 work weeks off must be taken within one year of the child's birth. Additionally, if one has used FMLA/CFRA/Family Care Leave in the last 12 months for any reason, including for health complications post-delivery, they may have proportionally less, or no time off available for child bonding purposes.

Moreover, child bonding leave can be taken in short increments (typically of no less than two weeks at a time, but the District could agree with the new mother to shorter increments). And finally, if both parents are employees of the District, they can split up the 12 weeks between them.

ONE-MONTH PERSONAL BUSINESS ABSENCE

Once the child bonding leave time is up, she can ask for a month of unpaid personal business leave. This leave is without pay, but with benefits. It is also not a guaranteed leave, meaning the District could deny it.

EXTENDED LEAVE

After the child bonding time is up, and/or a one-month unpaid personal business absence has expired, a new mother can request the remainder of the school year off. She can apply for long-term unpaid parental leave for the duration of the school year, and for five years after that.

This leave is without pay and without benefits, but protects her job with SDUSD. After one year on unpaid leave, she loses rights back to her former assignment/site, but has rights to a job within the District, and will get one either through post and bid, or she will be placed in a job by HR upon her return to work, as long as she returns within the five years.

PAY AND SALARY ADVANCEMENT IMPLICATIONS

Any time spent on unpaid leave will affect salary schedule advancement, and it affects STRS service credit.

If a new mother is using half pay sick leave across two school years, meaning she is out at the end of the school year and plans to stay out for the start of the next school year, the District will drop her from 12 paychecks a year, if she is on a 12-pay plan, and revert her to 10-pay, meaning she would not get paid in July and August, and would get her first paycheck at the end of September.

SOURCE: [SDEA Contract, Sections 10.2, 10.4, 10.5, 10.7, 10.9 & 10.19](#)

SDEA 2022-2023 SCHOLARSHIP TIMELINE

CONTACT THE SDEA
OFFICE FOR A
SCHOLARSHIP
APPLICATION OR
DOWNLOAD A COPY
FROM THE
SDEA WEBSITE.

SDEA
San Diego Education Association

SCHOLARSHIP ANNOUNCEMENT IN REP
COUNCIL PACKETS
WED. JAN. 11, 2023

**DEADLINE - SCHOLARSHIPS DUE TO THE
SDEA OFFICE, ATTN: LISA STEINBERG
FRI. MAY 5, 2023 BY 5:00 P.M.**

SCHOLARSHIPS READ BY PANEL
MON. MAY 8 - FRI. MAY 12, 2023

SCHOLARSHIPS AWARDED BY PANEL
FRI. MAY 19, 2023

NOTICES SENT TO APPLICANTS
MON. MAY 22, 2023

Educators Receive \$100

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© California Credit Union. ¹Offer available to current school employees only. Restrictions apply. \$100 offer applies to NEW checking accounts for NEW members only. Recurring Direct Deposit must be a Direct Deposit or Payroll Deposit. Limit one (1) bonus per member. Direct Deposit must be established within 120 days of membership opening to qualify for bonus. Three (3) months of recurring Direct Deposits must be credited to the account before qualifying for the bonus. The bonus will be added to the checking account the 1st week of the following month from the qualifying date and will be reported as income. Annual Percentage Yield (APY) is 0.05% on balances \$10,000+. APY is accurate as of the last dividend declaration date. Minimum \$25 required to open account. Fees may reduce earnings on the account. Refer to the current rate sheet for regular dividends to be paid on eligible balances. The bonus is not included in the calculations of regular dividends and is not recurring. The bonus will be forfeited by the member if the account does not remain open for a minimum of 6 months. Requires enrollment in eStatements within 120 days of account opening. \$2 monthly paper statement fee waived with eStatements, or direct deposit (\$400+/mo. minimum into checking account that receives the direct deposit), or if under age 18 or 65+. Programs (including but not limited to fees, rates and features) are subject to change without notice. Standard data & message rates may apply.

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Get rolling with the only Disability
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You deserve an insurance plan that has your back,
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- ✔ CTA-endorsed Disability insurance replaces up to 80% of paychecks if members miss work due to illness, injury, pregnancy or childbirth.¹
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For opportunities to apply with no health questions asked, visit:
CTAMemberBenefits.org/Disability



¹ For disabilities occurring prior to September 1, 2022, you will receive up to 75% of your regular daily salary, less any sources of deductible income, while you continue to be disabled. For disabilities occurring on or after September 1, 2022, you will receive up to 80% of your regular daily salary, less any sources of deductible income, while you continue to be disabled.

² Summer Benefit is offered by CTA to eligible members who meet additional specific criteria during the months of June and July. CTA provides this benefit at no extra cost, and The Standard acts as the claims administrator of this benefit. Summer Benefit is not provided under the Voluntary Disability insurance policy.

For costs and further details of the coverage, including exclusions, benefit waiting periods, any reductions or limitations and the terms under which the policy may be continued in force, please contact Standard Insurance Company at 800.522.0406. Standard Insurance Company, 1100 SW Sixth Avenue, Portland, OR 97204 GP190-LTD/S399/CTA.1 SI 23135-CTAvol (1/23)



Show Your Heart Some Love this Month

- ♥ Give your heart TLC and schedule a blood pressure screening with your provider
- ♥ Make a healthy date at the VRC: Attend a cooking class to learn heart-healthy recipes or get your heart pumping with an endurance-building cardio class

Visit www.vebresourcecenter.com to live your best heart healthy life!



TOGETHER WE ARE STRONGER





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San Diego Education Association

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