

sdta HOTLINE

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CTA • NEA

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Message from the President

What does SDTA mean to you? In this issue, we are debuting a new section of the Hotline dedicated to building our sense of community by sharing the impact SDTA membership has had on our lives. Sometimes our members do not even know that SDTA can help them in situations until they hear an example from a colleague of support they have received. As our district continues to grow and we open more sites and become more geographically spread apart, it is important for us to remember that we are a unit and that we gain strength from each other. If you have a story to share, please send it to your site representative!

-Edith Salvatore

NEW LAWS AROUND SUSPENSIONS – WHAT YOU SHOULD KNOW

Over the past year you have hopefully heard from site administrators about new laws and Ed Code which affect our ability to suspend students from school.

These changes have been made out of a desire to address the historical imbalance among suspensions of students of color as opposed to white students and encouraging alternatives to suspension. For this reason, students can no longer be suspended from school solely for “willful defiance” nor can they be suspended for school for the “first offense”, unless it is egregious.

But while these changes in Ed Code have changed the ability of the school to suspend a student, the law has retained an individual teacher’s right to suspend a student from class for up to two days. There are, however, some responsibilities attached to that right. If a teacher chooses to suspend a student from class, the teacher must make contact with the parent and set up a parent conference, which could be attended by the teacher, parent, and student and, potentially, the counselor, site psychologist, and administrator.

If, however, a teacher chooses to refer a student to the AVP office for behavior, these requirements do not apply. This is an important distinction, as a referral is not a suspension and the AVP office could, potentially, return a student to your class

during the class period if they have addressed the behavior prior to the end of the class.

The decision, therefore, is in the teacher’s hands – if the desire is for the student to be suspended from class for the day of the offense and the following day, that should be made clear, in writing, to administration and a phone call home should be made at the earliest opportunity. If, however, the desire is to simply remove a defiant student from the immediate situation and give the AVP office the opportunity to connect that student with whatever supports and/or consequences are available, then the student should be referred for behavior.

PAID PARENT BONDING TIME

At the end of last year, the Governor signed Assembly Bill ([AB](#)) [375](#) (Statutes of 2015)—School Employees: Sick Leave: Paternity and Maternity Leave.

This bill adds Education Code Section 44977.5 and provides certificated employees with 12 weeks of leave at a **differential rate of pay for maternity or paternity leave**.

For purposes of this section, “maternity or paternity leave” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

In 2014, SDTA negotiated language into our contract that allows for an additional 10 days of paid leave (either taken from accumulated sick leave or paid at differential rate) for members, in addition to the rights that employees in California already have a right to take employment protected leave to bond with a newborn or newly placed foster or adopted child. The California Family Rights Act (CFRA) provides for 12 weeks of unpaid leave for this purpose, and employees can use any available paid leaves (meaning their accumulated sick leave and/or the additional ten days of “differential” leave above) in exchange for this unpaid leave.

While the bill does not provide for any additional leave beyond that currently provided for under the CFRA, **an employee who’d exhausted all of their accumulated sick leave could be compensated at a differential rate of pay rather than having the leave be unpaid**. This is a great benefit (*cont.*)

PARENT BONDING TIME (cont.)

for new mothers who exhaust their sick leave during their period of maternity disability and a whole new world of benefit for new fathers and for those who are adopting or initiating foster care.

Additionally, it would ensure the continuation of the employer's contribution to health benefits. (Under the CFRA provisions related to bonding, the employer is not required to pay for the employee's portion of health benefits, though in practice, our district has.)

While the law provides that because SDTA has language on this issue, these provisions would not go into effect until the current contract expires in July, Human Resources has notified SDTA that the District intends to follow the law starting in January. Because this law is so new, we are all still figuring out how it can be applied, so if you are expanding your family this semester, please check in with an SDTA rep to be sure you are getting the most benefit you are entitled to.

FRIEDRICH V. CTA HEARD BEFORE U.S. SUPREME COURT; DECISION DUE BY JUNE

A lawsuit that would hurt working families and threatens to silence the collective voice of teachers and other union members was heard before highest court in the land on January 11.

The U.S. Supreme Court heard how Friedrichs v. California Teachers Association seeks to make it harder for educators to come together to bargain for smaller class sizes, safer schools, and better learning environments for all students. The plaintiffs seek to overturn common sense jurisprudence established in Abood v. Detroit Board of Education in 1977, which allows states and localities the freedom to choose whether all public employees should pay their fair share for the employment representation they receive.

Hundreds of amici (friends of the court) - representing all levels of government, public officials, civil rights organizations, academic experts, and others - filed 24 briefs amici curiae with the U.S. Supreme Court in support of CTA.

The original lawsuit was filed on April 30, 2013, in federal court in Santa Ana, seeking to overturn agency fees as an unconstitutional violation of non-members' First Amendment rights. The suit, which is backed by big money corporate special interests, also contends that it is unconstitutional for unions to require non-members to "opt out" of supporting non-chargeable expenditures. Learn more on agency - or Fair Share - fees.

In addition to the amici briefs, CTA and NEA, together with a number of unions, filed respondents' brief for the case. Read the summary of the respondents' brief, and review blog posts about the amici briefs filed by AFT & AAUP, AFL-CIO & AFSCME, and Constitutional Law Professors in support of CTA. You can also check the summary of all 24 Amici briefs representing hundreds of supporters at <http://americaworkstogether.us/2015>.

What SDTA Means to Me

*Debolina Dutta,
Sequoia Science Teacher and Instructional Coach*

Professions that are historically female dominated, sadly correlate to professions where respect and compensation are not prioritized. SDTA serves to demand that all teachers in our district are treated with utmost respect and that we receive fair compensation, thereby attracting the best minds to teach at our schools.

Specifically, SDTA serves as a safe place for me to gain clarity on our contract and rights. I have asked Edith, Greg, and others to explain our contract, paycheck, details regarding maternity leave, and explaining how the contractual hours pertain to me while being a Teacher on Special Assignment. As a result, I am clear as to what my rights and responsibilities are.

Join our Facebook Group for Updates
<http://www.facebook.com/groups/MySDTA>

Your SDTA Site Reps:

Carlmont

Katya Burton
Connie Dominguez
Cary Milia*
Hai Nguyen
Genevieve Tep
Carolyn Wade*
Kelly Redmon
(communications)

Menlo-Atherton

Tim Bowler*
Manuel Delgado
Karina Escobar-Weaver
Tania Kranzler*
Patrick Maier
Mike Molieri
Liane Strub

Sequoia

Belén Álvarez-Iglesias
Debolina Dutta
Guadalupe Navarrete
Octavio Rodriguez
Edith Salvatore*
Jasmine Schimek
Dylan Shelley*
Kate Sheehan

Woodside

Adele Alvarez
Rick DeFrancesco
Greg Gruszynski*
Diana House
Alexandrina Pretto
Marian Welch
Felicia Yang
**bargaining team rep*

Redwood

Javier Galaviz*
Mike Martin
Maureen Svenson
District Office
(available opening)
EPAA
Tamesha Wise