



# NEWSBREAKER

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## Calendar

## **PRESIDENT'S CORNER**

By Melanie Driver



9/28	Rep Council
10/5	Eboard
10/19	Rep Council
10/26	Eboard
11/1	Daylight Savings Ends
11/2	Rep Council
11/11	Veteran's Day
11/23 – 11/30	Holiday

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Fall seems to have arrived overnight. I don't know about you but I am enjoying the cooler temperatures.

Many unit members have expressed concerns regarding the evaluation process. It has been reported that some administrators did not complete evaluations last year, making it necessary for the unit members to be evaluated this year. There is no provision in the contract to allow the unit members to skip an evaluation when the administrator did not complete the process the previous year. Unfortunately, those unit members will be evaluated this year.

I want to encourage all unit members that are being evaluated to read the evaluation article in the contract. Unit members do have the right to comment and have the comments attached to the observation report. Unit members that do not agree with the evaluation report need to speak with the evaluator during the post observation conference because this is an opportunity for the administrator and the unit member to mutually agree to add or modify comments on the observation form.

If a unit member is not happy with the outcome of the observation after the conference, the unit member may request within seven days of the conference to have an additional observation. This observation is conducted by an administrator that is either an on-site or off-site administrator other than the designated primary administrator. The additional observation is used as evidence to determine a unit member's final evaluation. I encourage anyone that is not happy with the observation to request an additional observation.

There has been some frustration on the part of some site administrators regarding unit members who are not addressing issues at sites prior to going to administration and board members. The quickest way to get an issue addressed is at the site. Every employee has the right to contact and communicate with board members. When the unit member is not letting the administrator know that there is an issue at the site, it is delaying the problem solving process. This is much like a parent that has a complaint against a teacher. We ask that the parent address the issue first with the teacher before the parent goes to the superintendent or the school board so that the complaint can be resolved at the site. I encourage everyone to try to resolve the issue at the site first before moving up the chain of command.

I received many comments about the required math training for fourth-sixth grade teachers. When the District provides a substitute for you to attend trainings, you are required to go. Some participants felt that they were cheated because other participants were not acting appropriately. The reported behavior was so poor that they felt that if it had been a student that was acting this way in a classroom, the student would have been sent out of the classroom for the poor behavior.

I can understand that some participants did not want to be there. The District has the right to mandate these trainings and if we want to be treated as professionals, we really do need to act as professionals. When activities are planned that require the involvement of all participants, it is important that everyone participate so that the group can get the maximum benefit.

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## **PRESIDENT'S CORNER CONTINUED...**

There has been a new element added this year with involvement of West Ed. The walk-throughs are being continued. They were done on September 28-October 9. There is a new component that is being added. The purpose of this component is to instruct principals on how to coach teachers. There was a concern that teachers were not informed of this in advance and that some teachers were pulled out of class to give feedback without being informed and understanding the process. I spoke to administration about the concerns and made it very clear that they needed to seek volunteers in advance for this principal training since some of the teachers were very uncomfortable with the involvement of West Ed. They assured me that they would communicate this information to their site administrators.

The Classroom Checklist just went out to site representatives at the four salmon track schools and four of the traditional schools. Please complete these and get them back to your site representative. When I receive them, I make copies and send them to Joan Gaut, F-SUTA Health and Safety, and to Mike Swearngen. They evaluate the checklist and address concerns that are revealed. This is your opportunity to address any concerns you have about your classroom and school.

# **R-E-S-P-E-C-T**

Many years ago, teachers were given an orange wristband with the word "RESPECT" written on it. It was a simple way that everyone could wear orange. I am one of the few people that still have and wear the band. Unfortunately, teachers are still looking for respect.

If we look at surrounding districts, we find that Travis has a tentative agreement with a 2% pay reduction, a loss of release time at the elementary level and an increase class size from 20 to 28 primary grades. In Vallejo class size increased to 28 as well, plus teacher workload was increased due to additional assessment responsibilities. Fairfield-Suisun class size increase to 24 in primary grades and the closure of four schools was announced, given affected teachers the last two weeks of the school year to pack up their classrooms.

As teachers, we're at a crossroad. We cannot continue to work the same way we did ten years ago or even last year. Districts across the State are looking to take back things teachers have worked hard to secure over the years. Although money is tight, you should not be purchasing basic supplies for your students. California Ed Code states that each child is entitled to a free public education. As teachers, we need to insure that our district holds onto that concept. We are the only profession that pays for items that we need for our job. We need to use what the district gives us and not dig into our pockets. We as teachers need to stop digging into our wallet for items for our classroom. PG&E doesn't care that you bought crayons for your students. Your utilities will be turned off for nonpayment.

What else can you do? Stand up for your profession. Everyone has an opinion on what should be going on in the classroom. We have think tanks that dictate the direction of public education. Do not apologize for bad teachers. Name one profession that doesn't have bad members. Ask the question – throughout your education experiences, how many teachers were inadequate? Chances are there will be one or two. Our job is not easy and we need to let everyone know that you can't just walk into a class begin teaching; much preparation is needed. Talk about what you do in your class. It is time for you to demand RESPECT not only from district office but from the public as well.

– Stephanie Cobb, *Bargaining*

# GRIEVANCES ANYONE?

The word “grievance” in the contractual setting means difference of opinion as to the understanding of the contract. It is just like a student having a difference of opinion and understanding with the way the directions were given on an assignment. Somewhere there has to be a mutual agreement as to what the directions mean and that is what is done at grievance meetings and arbitrations.

One area that seems to be of a concern among teachers is the constant use of meetings at every turn and minute of the day. While some administrators understand the contract and follow the guidelines in the contract, others are not so inclined and there in lies the problem. The staff needs to know what the contract says and follow it and grieve anything different.

According to Article 19.3.a. You are required to attend one (1) general staff meeting and one (1) department or grade level meeting relating to the teaching assignment each month. If the meeting lasts longer than 1.5 hours, the overage will be counted as adjunct time in one-half hour increments. There can be emergency meetings, but not on a daily or scheduled basis. All other meetings must be scheduled ten (10) days in advance.

It seems that some of our principals at various sites have increased the number of meetings that teachers are

being required to attend during the day and after student school hours. This leads to a teacher’s inability to fulfill the preparation time needed to do the job correctly and not overly interfere with the family life after school. Never become so “married to the job”, that you become divorced from your family. If that becomes the case you may become divorced.

The constant use of meetings takes away from the teacher’s ability to function in the classroom and relates directly to Article 34 – Professional Working Conditions. A teacher cannot be expected to do all the things needed during the day, teach, plan the next days activities, evaluated student work, bulletin boards, instructional displays, etc. so many times a lot of this goes home. If the time is constantly taken away from you by endless meetings after your students leave school, then your administrator is not following the intent of this Article (34) and Article 19.

By having endless meetings, an administrator starts setting up a condition known as a “hostile work environment”. Teachers are human beings, but many times the administration does not see this. What they see are “means to an end” (higher scores and bragging rights) and you just happen to be that “means” and are treated as such. This abuse is also called “Battered Teacher Syndrome” where the staff is constantly

berated and reminded that they have not done a good job, never mind the fact that you cannot cull out the damaged

goods, like you could do in a normal work environment, to only produce the best quality product possible. BTS is often used to make you feel guilty for a student’s failure to embrace education. Do not buy into this. Students have to be willing to learn and they do make choices as to what they are willing to do or not willing to do. I always liked that line in Indiana Jones and the Last Crusade where Indiana is looking for the chalice and the knight tells him to “choose wisely”. That is what the students must learn to do, live with their choices. This is also what administrators must do.

Creating a hostile work environment has happened in the past, to the point where the staff just refused to do anything for the administrator. It took about three months of this silent refusal and a secret ballot vote of no confidence and the administrator had to be replaced because they were ineffectual in providing leadership and the site was going nowhere.

If this meeting upon meeting is happening at your site, please contact me at

[artaronsen@hotmail.com](mailto:artaronsen@hotmail.com)

**My cell phone # is:  
707-694 - 5114**



***TOGETHER WE CAN GET CHANGES MADE***



# Flu School

**SWINE FLU** - A Joint Bargaining and Legal Advisory from the NODD and Legal Departments  
A number of questions have been raised regarding the actions school districts may take in response to the spread of swine flu. This updated advisory is intended to answer those questions. Will schools be closed to contain swine flu?

Yes. The California Department of Public Health and the Centers for Disease Control and Prevention (“CDC”) initially recommended that local public health officials order the dismissal of students from any public school if there was one confirmed or one strongly suspected case of swine flu. Some schools in California closed as a result of this guidance. Recently, the CDC has revised its guidance, and now advises that school closure is not recommended “unless there is a magnitude of faculty or student absenteeism that interferes with the school’s ability to function.”

**IF A SCHOOL IS CLOSED, HOW LONG WILL THE CLOSURE LAST?**

The California Department of Public Health and the CDC initially recommended that schools that are closed resume their normal operations only after there were no confirmed cases of swine flu among staff or students for fourteen days time. As noted above, CDC no longer recommends school closures in response to swine flu except if student and/or staff absenteeism interferes with the school’s ability to function.

**WHAT HAPPENS TO THE SCHOOL DISTRICT’S ADA FUNDING IF A SCHOOL CLOSURES?**

The Education Code contains a hold harmless provision specifying that in the event a school is closed due to an epidemic, or an emergency order by a federal, state, city or county official, the district is credited for the estimated ADA the school would have had if not for the epidemic or emergency order. Educ. Code Secs. 46390, 46392. The Code further specifies that a district that is unable to operate a full day school year due to an epidemic or an emergency order by a federal, state, county or city official, is to receive “the same apportionment from the State School Fund as it would have received” if it had operated for the full school year. Educ. Code Sec. 41422.

**WILL SCHOOLS THAT ARE CLOSED HAVE TO MAKE UP THE DAYS AT THE END OF THE YEAR?**

The Education Code excuses districts from complying with the full school year requirements in the event of an epidemic or an order by a federal, state, city or county official in response to an emergency situation. Educ. Code Sec. 41422. See also Educ. Code Sec. 37202 (excusing such schools from the “equal time” requirement).

**ARE DISTRICTS OBLIGATED TO PAY THE STAFF OF SCHOOLS THAT ARE CLOSED?**

Nothing in the Education Code excuses school districts from their contractual obligations to pay school staff in the event a school is closed due to an epidemic or an emergency order. The fact that the Education Code protects the funding streams for such schools would also make it difficult, if not impossible, for school districts to argue that they cannot comply with their contractual commitments due to the school closure. For these reasons, the past practice in California has been to pay school staff even when schools are shut down due to an emergency.

It is important to understand, however, that the legal basis for this obligation is the commitment the district made in the collective bargaining agreement, which the school district cannot modify without bargaining as EERA requires. – Submitted by Joan Gaut, *Health and Safety Committee*