Heard in the Halls: UTP Members Recognized for Excellence

Kimberly Knudson of Wilson Middle School was highlighted in the Winter 2014 issue of the Pasadena Unified Newsletter for her innovative, creative, and enthusiastic approach to math instruction. Kim uses music, dance, technology, and good old-fashioned TLC to teach her 7th graders Common Core math and science. Ms. Knudson was named Pasadena Unified’s 2012 Teacher of the Year. Congratulations, Kimberly Knudson, and thank you for all you do for our students!

Manuel Rustin, John Muir High School history teacher, was recently spotlighted by KNBC 4 News as part of their “Life Connected” series in celebration of Black History Month. Mr. Rustin was the recipient of the prestigious Milken Educator Award in 2012. KNBC delved into his Hip Hop Studies course, which he developed to connect historical topics to students’ personal experiences and perspectives. The course has been A-G UC-approved. Rustin explained “the purpose of the course is to understand the world that you live in and how you fit into it versus sitting back and being a passive participant as the world moves on.” Congratulations, Manuel Rustin, on continuing to promote excellence in our profession!

To watch the full segment, visit tinyurl.com/manuelrustin (Manny’s profile begins at 01:20)
Your Voice. Our Union. Our Future, Part V,
Building an Organizing Culture

President’s Message — by Alvin Nash

UTP Members are the Union’s most valuable asset. Building a strong union depends on the involvement and contributions of each individual member in a combined effort to solidify our platform and project a unified voice to advocate for improved working conditions, salary increases, health and welfare benefits, quality professional development, human rights and community engagement. We rely on YOUR participation and support to be a union that is driven by deeper and more sustained member involvement. As defined in the plan:

An organizing culture is one where members have a relationship with their union that is active and involved, rather than seeing the union simply as a place from which to receive services. Leaders, members, and staff engage in strategy development and problem-solving based on listening for our common values, beliefs, and interests. UTP will build a culture that relies on organizing members to identify and address priorities and implement plans.

In an organizing culture, member involvement is ongoing rather than episodic. Policies are developed through listening to, extensive interaction with, and consultation among leaders, staff, and members. This perspective shapes the specific objectives that will help UTP in its quest to develop a more interactive, member-driven culture. As we discover and explore new strategies, we will encourage our members to get involved.

Build Structures in UTP to implement an organizing culture to support work in all focus areas.

1. Create strategies that connect the values of all members to the purpose and mission of UTP and build unionism among our members. Some examples include:
   - Communications - The Voice, Facebook, UTofP.org
   - Member surveys
   - Press Releases
   - Small Group Meetings, One-On-One meetings
   - “A” Monday Meetings
   - Bargaining Updates

2. Build school site action teams to develop leadership and build power in the community. Areas of site-level participation include:
   - UTP Safety Committees
   - Member participation in School Site Council, Parent Councils, Local Control and Accountability Plan (LCAP) funding committee, Technology Skills Committee, Graduation Requirements Committee, Dual Enrollment/Adult Education Committee, and others.

3. Utilize CTA training and mentoring on the organizing principles. Recently, the Organizing Team participated in a CTA training: Organizing For Power. In addition, UTP has the benefit of a strong UniServ Director, Roberto Gallegos, who is looking out for our best interests from the CTA Regional Resource Center in Monrovia.

4. Integrate an organizing culture into ongoing actions and programs. An organizing goal is for all school sites to share responsibility for unionism by actively participating at each site level in UTP events, programs and actions.

5. Partner with local unions, Central Labor Councils, and community organizations. Combining our efforts, the Organizing Team coordinates with other teams from associations in the San Gabriel Valley, collaborating and sharing resources and results. In addition, UTP’s Organizing Team has worked with Victor Gordo, Pasadena City Council Member, to advocate for a $15.00 minimum wage in Pasadena. The Team has also plans to work with CSEA to promote common interests.

6. Build local organizing teams.

7. Engage in an ongoing reflective process to strengthen UTP’s organizing culture (listen, plan, act, evaluate).

General Information

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Pasadena, CA 91104
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(626) 798-5452 fax
eaenash@sbcglobal.net
utplara5@yahoo.com
www.utofp.org

UTP Officers:
Alvin Nash, President
Karen Kobey, Vice President
Stephanie Cosey, Secretary
J. Manuel Carcido, Treasurer

UTP Area Directors:
Bernadine Burgess, Elementary I
Lorna Washington, Elementary II
Tina Renzullo, Elementary III
Yolanda Munoz, Elementary IV
Vacancy, Middle School
Allison Steppes, High School

Frequently Requested
P.U.S.D. Numbers:
P.U.S.D. Ed Center (626) 396-3600
- Human Resources ext. 88380
- Health Benefits ext. 88144
- Substitute Line ext. 88382
- Payroll ext. 88360

Frequently Requested Numbers:
CAL STRS (800) 228-5453
CTA Group Life and Disability Insurance (800) 522-0406
CTA Auto and Home Insurance Program (800) 800-9410

YOU are the UNION!
Preparation/Planning Periods & Internal Substitution

Article VI, Hours

Many elementary teachers have transferred to middle school positions; there are also several secondary teachers who are new to the district. Secondary teachers have the right to a daily preparation/period period. Below is the contract language that specifies how that time can be used as well as the language that asserts your right to be paid if you spend your preparation/period period covering another teacher’s class. Elementary teachers also have the right to be paid for taking in students from an absent teacher’s class. Most importantly, if you do cover another class (for secondary) or take in students for an absent teacher (for elementary), make sure to get a timesheet from your office manager, submit it as immediately as possible, and follow up if you are not paid within 60 days.

6.7 Each full time unit member teaching under departmentalized conditions shall be afforded one scheduled class period as part of the regular basic assignment as a preparation/period duty period. In situations involving STAR testing schedules (or any successor program thereto), said daily preparation/period may be rescheduled by the site manager provided the unit member receives the same overall amount of preparation/period time during a two week period of rescheduling as he/she would have received in the more traditional student instructional format. Elementary RSP Teachers will be provided with a preparation/conference period outside of student instructional hours. Preparation/period duty time shall be utilized for personal preparation and planning purposes, unit member/student conferences, unit member/parent conferences, unit member/administrator conferences, administrative assignments and student testing and guidance team meetings for Special Education Teachers. Administrative assignments are for extraordinary circumstances such as:

6.7.1 school campus security,
6.7.2 student safety related emergencies, and
6.7.3 substituting for a temporarily absent unit member.

If a unit member at a departmentalized school is required to render substitute service during his/her preparation period, he/she shall be paid the prorated amount of the daily substitute rate for a teaching period of substitute service; if a unit member assigned to a non-departmentalized school, or a departmentalized school without a preparation period is required to receive students from a temporarily absent teacher, he/she shall be paid the prorated amount of the daily substitute as the students he/she was required to receive bears to the number of students in the absent teacher’s class (e.g., receiving 15 of 30 students for a day will result in the payment of one-half of the daily rate of substitute pay). If administratively feasible, such substituting assignments shall be on a voluntary basis. Site administrators shall equitably distribute assignments for substituting for temporarily absent unit members among unit members with a common preparation/period duty period. (Section 6.7.3.1)

Without the allocation of resources beyond current levels, each elementary classroom teacher shall be provided with approximately sixty (60) minutes per full week of preparation/period time; said time shall be duty free, except in unusual safety related circumstances. (Section 6.16)

Ad Hoc Duties

Article VI, Hours

Many times we do more than just our basic job description. When we are called upon to do “extra”, we need to be aware that although we have the right to volunteer, there are times when the District has a reasonable right to distribute “extra” duties equitably.

Ad Hoc duties that do not involve the entire staff are by their nature subject to sharing or distribution among the unit members and staff at each site. The District shall make a reasonable effort to assign ad hoc duties on a equitable basis and with reasonable advance notice. Prior to the assignment of ad hoc duties, volunteers will be sought; if a teacher serves as an annual club sponsor or in any other ad hoc duty during the lunch hour, said service shall preclude the assignment of any other ad hoc duties. (Section 6.4)

If such duties are paid by student body funds or other sources, they shall not be counted in determining the “equitable distribution” of duties. (Section 6.4.1)

Terms of Service

Article XXV, Teachers on Special Assignment

Teachers on Special Assignment (TOSAs), whether they work at a school site or at the Ed Center, have a limit to their time out of the classroom. Although the intent is to have a term lasting three (3) consecutive years, it is possible for that time to be shorter or longer (see the language below).

Unit members who transfer to Teacher on Special Assignment positions are deemed to be on “position leave” from their regular classroom positions. Upon completion of the term of the Teacher on Special Assignment duty, the unit member shall be afforded the rights of a voluntary transfer and shall be assigned before all other voluntary transfer applicants. (Section 25.9)

Effective July 1, 2009, a unit member shall hold a Teacher on Special Assignment position for a term of three (3) consecutive years. After completing a term of service, the immediate supervisor and the Teacher on Special Assignment may agree on a successor three (3) year term. In the absence of such agreement, the unit member shall receive a voluntary transfer to a classroom position. (Section 25.10.1)

A unit member shall hold a Teacher on Special Assignment position for no more than four (4) successive terms. Subsequently, the Teacher on Special Assignment shall be granted return rights as stated above. (Section 25.10.2)

Either a Teacher on Special Assignment or the Site Administrator may end the assignment at the completion of any school year so long as this action is not arbitrary or capricious. (Section 25.10.3)
Recently Resolved Grievances

#141106—Violation of Article X, Class Size. District did not attempt to resolve the concerns of unit members relating to the class size of individual classes. Further transfers into unit member’s class that result in a greater imbalance will stop; district will ensure a more balanced class size/work load for second semester schedule. (Informal)

#140903—Violation of Article VII, Transfers and Reassignments. District involuntarily transferred a bargaining unit member for a reason other than those cited in the contract. The District acknowledges that it involuntarily transferred the unit member in violation of Section 7.5.1 of the CBA. The District acknowledges that the unit member has been the victim of circumstance and that he remains in good standing with the District in his role as an excellent teacher. The District’s rationale for involuntarily transferring the unit member in this instance is solely for the best interests of the unit member, the students, and the District. The unit member shall remain assigned to the same school through the 2015-2016 school year. During the 2014-2015 school year, the District shall provide the unit member with appropriate professional development. The involuntary transfer of the unit member is non-precedent setting. (Formal Level Three)

#140811—Misinterpretation of Article XIV, Salary and Salary Schedule Rules and Regulations, and of Appendix A. District did not provide 16th year service increment to a unit member who had years in which she worked a 50% or 60% assignment (those years should combine to count as years of service). The Association agrees to withdraw the grievance. The parties agree that a complete year of service will have been earned whenever a unit member works seventy-five percent (75%) of the number of days of required service (work year) for his/her particular assignment in the District. (Formal Level Three)

#140924—Misapplication of Article VI, Hours. District is having nurses substitute for each other when a nurse is absent; the current contract language is only applicable to teachers. The parties agree that a nurse is not required to perform the duties of another nurse who is absent; such duties are strictly voluntary. (Formal Level Three)

#141210—Violation of Article VI, Hours. District paid teachers working an extra period at an unknown hourly rate instead of 20% of their salary. Unit members shall be paid the 20% salary, retroactive to September 29, 2014. (Formal Level One)

#140931—Violation of Article X, Class Size. District did not attempt to resolve the concerns of unit members relating to the class size of individual classes. Further transfers into unit member’s class that result in a greater imbalance will stop; district will ensure a more balanced class size/work load for second semester schedule. (Informal)

Important Dates

February 23 — Representative Council, 4pm, PHS Cafeteria
February 24-26 — Phone Banking, UTP Office*
February 26 — Board of Education Meeting, 5:30pm, Board Room
March 2 — Read Across America Day
March 3-5 — Phone Banking, UTP Office*
March 4 — Final Exams (Rose City)
March 9-11 — UTP/CTA/NEA Elections
March 13 — Shortened Day
March 13-15 — CTA Region 3 Leadership Conference
March 16-20 — Spring Break, Schools Closed
March 20-22 — CTA Good Teaching Conference, San Diego
March 23 — Representative Council, 4pm,
March 25 — Rose City Quarterly Exams
March 26 — Board of Education Meeting, 5:30pm, Board Room
March 31 — Professional Development Day

February is Black History Month!

*Sign up to Phone Bank and receive a $10 gift card!
School Counselors Celebrate National School Counseling Week
February 2-6, 2015

National School Counseling Week, sponsored by the American School Counselor Association (ASCA), was celebrated from Feb. 2–6, 2015, to focus public attention on the unique contribution of professional school counselors within U.S. school systems and how students are different as a result of what school counselors do. National School Counseling Week highlights the tremendous impact school counselors can have in helping students achieve school success and plan for a career.

The special week honoring school counselors provides recognition for school counselors who “implement comprehensive school counseling programs, a vital part of the educational process for all students as they meet the challenges of the 21st century,” according to UTP President Alvin Nash.

In a proclamation, Alvin Nash cited school counselors for being actively engaged in helping students examine their abilities, strengths, interests, and talents; for working in a partnership with parents as they encounter the challenges of raising children in today’s world; for focusing on positive ways to enhance students’ social/personal, educational, and career development; and working with teachers and other educators to provide an educational system where students can realize their potential and set healthy, realistic, and optimistic aspirations for themselves. Professional school counselors are certified, experienced educators with a master’s degree in guidance and counseling. The combination of their training and experience makes them an integral part of the total educational program.

"School counselors work with all students to remove barriers to learning by addressing students’ academic concerns, career awareness in post-secondary options and personal/social skills,” said Kwok-Sze Wong, Ed.D., ASCA Executive Director. “Comprehensive school counseling programs help to increase student achievement and provide a much-needed resource for students, parents, teachers and administrators. School counselors are integral to student success.”

More than 32,000 school counselors nationwide participated in the week’s festivities. Many school counselors hosted special events and activities to call attention to the myriad benefits of a comprehensive school counseling program.

Parents or community members with specific questions or concerns about school counseling programs should contact the school counselors at their local schools. More general information can also be found on ASCA’s website, www.schoolcounselor.org.

Welcome New Members!
Blair
Erica Tam
Hamilton
Sabrina Grimes
Longfellow CC
Maria Xochitl
Washington ES
Lorie Skoko
Webster
Matthew Gaulin
Willard
Erika Sears

Union Code of Conduct

- I will not criticize any union member except to the individual directly.
- If any member is being criticized in my presence, I will confront the criticism and ask that it stop.
- I will not participate in any conversations with management that criticizes or negatively speculates about any union member.
- I will settle my differences with members within my union.
- I will engage in debate, offer others every opportunity for debate, and respect minority viewpoints. I will, however, observe and support the majority mandate of my union.
OUR MEMBERS GIVE US A LOT to live up to.

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¹New teacher is defined as 3 years or less of teaching.