

BTA BOARD OF DIRECTORS

2019-2020

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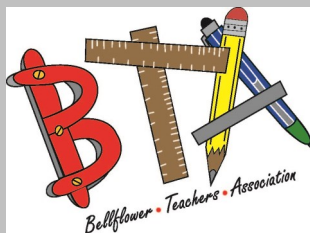
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BTA is affiliated with CTA and NEA

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Remind text @btamember to 81010



The VOICE

Volume 24, ISSUE 3

January/ February 2020

Subliminal Messages



Stephen Foster teachers Heather Sumlin, Eunjo Taub, Tiffany Holmes, and Amy Mustafa wear matching T-shirts. Have a photo you want to share? Send it to: voiceof BTA@gmail.com and you might be featured in the next newsletter!



Save the Date!

February 6, 2020

BTA invites you to join us at

BJs in Cerritos from 3:30-5:30 pm

Pizza, salad and non-alcoholic drinks will be provided.

This event is Open House style come and go as you please!

** Raffle Prizes **

*** THE SITE WITH THE HIGHEST PERCENTAGE OF ATTENDEES WILL WIN A KEURIG MACHINE WITH PODS!! ***

RSVP to teachersofbellflower@gmail.com by January 30.

Thank You to some of our community partners for their donations; BJs Cerritos, CM School Supply in Lakewood, Raising Cane's in Lakewood, and Fritzi Coop at SteelCraft in Bellflower



Know Your Contract!

With so many new administrators it's more important than ever for members to know their contract rights. As Union members we often have to educate or remind administration about our contract. Some of them may have never seen or read our contract. You shouldn't feel guilty or afraid when you stand up for your rights. We're protecting the agreement that BTA has with BUSD. By following the contract we protect all parties involved. Did you know?

Article XI—Leaves of Absences

D. Pregnancy Leave, Pages 37

1. Unpaid Pregnancy Leave — Upon application of a pregnant unit member, an unpaid leave shall be granted in order to permit the unit member to prepare for maternity. The term of such leave shall be established in a reasonable discretion of the District so as to minimize disruption of the educational program. This leave may be combined with Child Care Leave as provided below. (See page 38 Article XI Section F).
2. Paid Pregnancy Leave—A unit member who remains on paid status up until the date of an actual disability resulting from pregnancy, childbirth or miscarriage, shall be permitted to utilize accumulated sick leave during her period of physical disability, provided the dates of disability are certified by her physician.

Use of sick leave for pregnancy-related disabilities shall be in accordance with the Sick Leave procedures of this Article. (See pages 34-36 of the Contract).

D. Child Bonding Leave, Pages 38

Unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member with connection with the unit member's adoption or foster care of the child anytime within one year from the date of the child's birth or placement as provided by the California Family Rights Act (CFRA).

- a. Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the 12-week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12-week period.
- b. The unit member shall make every reasonable effort to provide the District at least thirty (30) days prior notice of intent to take child bonding leave.
- c. The unit member shall not be provided more than one 12-workweek period for child bonding leave during any 12-month period.
- d. The unit member and the District may mutually agree on the increments the leave may be taken.

Know your Ed. Code!

Education Code section 44807 provides that "Every teacher in the public schools *shall hold pupils to a strict account for their conduct* on the way to and from school, on the playgrounds, or during recess. *A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.*" The

provisions of this section are in addition to and do not supersede the provisions of Section 49000.

Education Code section 49001(a) provides in pertinent part, *“An amount of force that is reasonable and necessary for a person employed by or engaged in a public school to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil, is not and shall not be construed to be corporal punishment within the meaning and intent of this section.”*

CA Ed Code § 44810 (2017)

(a) Every minor over 16 years of age or adult who is not a pupil of the school, including but not limited to any such minor or adult who is the parent or guardian of a pupil of the school, who comes upon any school ground or into any schoolhouse and there willfully interferes with the discipline, good order, lawful conduct, or administration of any school class or activity of the school, with the intent to disrupt, obstruct, or to inflict damage to property or bodily injury upon any person, is guilty of a misdemeanor.

(b) A violation of subdivision (a) shall be punished as follows:

(1) Upon the first conviction, by a fine of not less than five hundred dollars (\$500) and not more than one thousand dollars (\$1,000), or by imprisonment in a county jail for not more than one year, or by both the fine and imprisonment.

(2) Upon a second conviction, by imprisonment in a county jail for a period of not less than 10 days, and not more than one year, or by both imprisonment and a fine not exceeding one thousand dollars (\$1,000). The defendant shall not be released on probation, or for any other basis until he or she has served not less than 10 days in a county jail.

(3) Upon a third or subsequent conviction, by imprisonment in a county jail for a period of not less than 90 days, and not more than one year, or by both imprisonment and a fine not exceeding one thousand dollars (\$1,000). The defendant shall not be released on probation, or for any other basis until he or she has served not less than 90 days in a county jail.

(4) Upon a showing of good cause, the court may find that for any mandatory minimum imprisonment specified by paragraph (2) or (3) of this subdivision, the imprisonment shall not be imposed, and the court may grant probation, or the suspension of the execution or imposition of the sentence.

(Amended by Stats. 1999, Ch. 1013, Sec. 1. Effective January 1, 2000.)

See more at: <http://codes.findlaw.com/ca/education-code/edc-sect-48910.html#sthash.kWF7PK9s.dpuf>

PRE-RETIREMENT WORKSHOP



Thinking about Retirement?

Even if that day seems far away, this is the workshop for you! STRS will be hosting this workshop and answering any questions you may have regarding retirement. They will talk about ways you can start preparing for your retirement even if you are in your 20's. This is an outstanding opportunity for you to begin planning for *Retirement – or Early Retirement*. This only comes around once a year so get your name in early!

Date: Saturday, February 1, 2020

Time: Breakfast 8:30am
Presentation 9:00am - 12:00pm

Location: RIO HONDO EVENT CENTER
10627 Old River School Rd
Downey, CA 90241

**To RSVP email lindamrcut@gmail.com
RSVP's are due by Thursday, January 23, 2020.**

WALK-INS WILL NOT BE ACCEPTED.

**The cost of attendance is \$15.00/per person
(This fee includes materials and breakfast.)**

Make checks payable to *Bellflower Teachers Association*.

NO checks or money will be handled at the door

**Bring or mail payment to: Bellflower Teachers Association
17434 Studebaker Road, Cerritos, CA 90703
(Located near the Southeast corner of Studebaker Road and Artesia Blvd.)**



CALSTRS
HOW WILL YOU SPEND YOUR FUTURE?



2020 BUSD Board Meeting Dates

Held in the Board Room of the District Administration Building. Regular Meetings are held at 7:30 pm.

Thursday, February 6, 2020 - Jefferson and Foster
Thursday, March 5, 2020 - Washington, BAE, and TOSAs
Thursday, April 2, 2020 - Las Flores and ILC
Thursday, May 14, 2020 - Woodruff and Mayfair
Friday, June 5, 2020 (Special Meeting)
Thursday, June 11, 2020
Thursday, July 9, 2020
Thursday, August 20, 2020
Thursday, September 24, 2020 - Lindstrom and Pyle
Thursday, October 15, 2020 - Ramona and Baxter
Thursday, November 12, 2020 - Bellflower and Williams
Thursday, December 10, 2020 - Somerset and Foster

Members of the public may address the Board of Education on non-agenda items that are within the subject jurisdiction of the Board. To speak, complete a "REQUEST TO ADDRESS GOVERNING BOARD" card prior to the start of the board meeting. These cards are available on the back table.

Weingarten Rights

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working condition, I respectfully request that my union representative be present at the meeting. Without representation, I choose not to answer any questions.

If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. When the employee makes the request for a union representative to be present management has three options:

- (1) it can stop questioning until the representation arrives;
- (2) it can call off the interview; or
- (3) it can tell the employee that it will call off the interview unless the employee voluntarily gives up his/her rights to union representation (an option the employee should always refuse.)

The basic premise of unionism is: *An injury to One is an injury to All* means that mistreatment of any individual worker creates the possibility of mistreatment for every worker.

CTA Scholarships, Grants and Awards

CTA offers several different educational scholarships, grants and awards to members and their dependents throughout the academic year. Upcoming opportunities listed below! Check out www.cta.org/scholarships for more information.

CTA Scholarships - January 31, 2020

CTA César E. Chávez Memorial Education Awards Program - March 6, 2020

Martin Luther King Jr. Memorial Scholarship Program - March 14, 2020

Board Members want to Know

Are you doing something fun in your classroom? Are your students making presentations? Giving a performance? Have a good teaching moment to share? Email the School Board members and the Superintendent, invite them to your classroom or send them pictures. Please send positive things you are doing in your classroom! We have great teachers, let's share what we are doing with the people at the top.

Jerry Cleveland, President, jcleveland@busd.k12.ca.us

Laura Sanchez-Ramirez, Vice President, lsanchezramirez@busd.k12.ca.us

Renita Armstrong, Clerk, renitaarmstrong@busd.k12.ca.us

Debbie Cuadros, Member, DCuadros@busd.k12.ca.us

Richard Downing, Member, RichardDowning@busd.k12.ca.us

Tracy McSparren, Superintendent, tmcsparren@busd.k12.ca.us

Union Code of Conduct

I will not criticize any union colleague except to the individual directly

If any union colleague 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 colleague.

I will settle my differences with colleagues within my union

I will engage in debate, offer others every opportunity for debate, and respect minority viewpoints, but I will
observe and support the majority mandate of my union.

Do you have ideas or suggestions for the Voice? Send us your pictures!

If you have concerns or achievements that you would like to share, PLEASE let us know!