MEA Update September 2024

Hello MEA Members. Welcome back! I hope your 2024-25 school year is running in full gear. Like last year, MUSD has experienced a substantial number of retirements and, in turn, an abundance of new hires. Because we have so many new folks, I am going to take some time in this letter to explain who MEA is and what we do as well as supply some foundational information that, I hope, even more our experienced members will find helpful.

**The Organization**

The Moorpark Educators Association (MEA) is the exclusive representative for certificated staff in the Moorpark Unified School District (MUSD). Certificated employees are TK-12 teachers, school counselors, speech/language therapists, and school nurses. Since 1953 MEA has collectively bargained salary, health care benefits and working conditions within MUSD. MEA’s primary strength is the combined voice of talented and conscientious educators who comprise its membership. Enrollment in MEA affords our certificated staff automatic membership in the California Teachers Association (CTA) and the National Educators Association (NEA).

**How MEA Works**

Allow me to offer how MEA works through analogy. MEA is organized like the United States’ Federal Government, separation of powers and checks and balances et al. We even have our own Constitution (available on our website Moorparkeducators.com).

*Executive Branch* = MEA President, Vice President, and Secretary-Treasurer: the president provides energy and leadership while proactively working with MUSD to address workplace concerns. *The President’s job is to explicitly and contractually solve problems*. All three elected officers (2-year terms) have fiduciary responsibilities, including but not limited to having their names on MEA bank accounts. (MEA’s three Executive officers are listed on the 2024-25 MEA Reference Guide as well as on our website).

*Senate* = Executive Board: MEA’s Executive Board proportionally represents grade levels and sites throughout the District. Exec Board authorizes MEA’s bargaining agenda and must approve most major decisions (Exec Board officers are listed on the 2024-25 MEA Reference Guide as well as on our website).

*Congress* = Representative Council: each of our 9 campuses have site representatives who are the most crucial link between our members and MEA leadership. As the saying goes, “trust needs proof.” Site Reps are the validation that MEA listens, supports, and cares about its members. Site Representatives are the “custodians of the contract.” Site Reps are often the initial contact and first line of defense for an educator who may be struggling personally and/or professionally. Site Reps facilitate communication between the member and his/her association. Please be on the lookout for the information that your Site Rep provides you (Site Reps are listed on the 2024-25 MEA Reference Guide as well as on our website).

*Supreme Court* = MEA Bargaining Team. Our team (although not appointed for life), negotiates the spirit and the letter of our collective bargaining agreement (CBA). MEA’s Team members reflect all grade spans, areas of the District, and specialties, such as school counselors and SPED. They bargain for better pay and benefits, improved workplace conditions, reasonable workloads, and defend our employment rights. Together, MEA’s team reflects our right to speak up and speak out for our profession and for our students and the high-quality education that they deserve (The Bargaining Team is listed on the 2024-25 MEA Reference Guide and on our website).

Please feel free to reach out to any and all MEA officers. We’re here to listen, inform, and, above all, help.

**The Difference Between Problems and Grievances**

A *problem* is a situation that is non-grievable, immediate, concrete, controversial and winnable. More often than not, a constructive, brave conversation can resolve a problem. I have found it helpful to approach a problem in two ways: *dilemmas* and *contractions*. A dilemma is a problem that can be solved. A contradiction is an unsolvable problem. In terms of the latter, rather than solutions, we may have to think in terms of remedies, accommodations, or compromises.

If you are experiencing a workplace problem, a productive first step is contact your Site Rep. It is also a good idea to allow your site administrator a chance to manage the issue on-site. Sometimes, the principal and MEA work together to resolve the issue at the site level; sometimes MEA and the principal both lobby the District to get things done. Many Site Reps have a well-established rapport with your principal. Principals generally know that when there is an issue that the Site Rep will come speak to them. Many Site Reps create a monthly meeting schedule to discuss concerns at your site.

A *grievance* is a violation of specific contract language. MEA is an employee association that protects everything within the “four corners” of the contract. One thing that we cannot grieve is poor or mismanagement. While we can certainly voice concern and complain, often we do not have a contractual ground on which to force a principal or MUSD to overturn a controversial decision.

How do you tell the difference between a problem and a grievance? Often it may be as simple as asking “is it the contract?” MEA handles all issues pertaining to our contract, site-based policy and actions, and Board policy (one note: MEA cannot grieve SB policy; we can formally complain about it). When an issue involves CA Ed Code or when a member may need assistance from an attorney, we can ask for CTA’s assistance. At times, the lines become blurred, but the real difference is that CTA will take over a situation in the rare cases when the issue becomes a matter for litigation. The MEA President rarely has contact with a CTA lawyer; our CTA Rep, Jake Anderson, handles this.

**Your Employment and Your Money**

While you are an employee of MUSD, in actuality, you are an employee of the State of California. MUSD is, legally speaking, a Local Education Agency (LEA), or a State organization that administers schooling, in this case, in Moorpark. You receive your paycheck from the State via the Ventura County Office of Education (VCOE). VCOE cuts your check and contracts with Frontline keep track of your pay and your absences. The California State Teachers Retirement System (STRS) controls your pension. Each month, depending on your salary, STRS deducts cash from your salary and places it into your personal State retirement account. In general terms, STRS deducts 10%, the District pays about 20%, and CA supplements the rest toward your pension. If you have not already done so, create an account at myCalSTRS.Com.

When you are hired by MUSD, you formally sign a contract to become an employee of MUSD. As an employee of MUSD, you work for the District. You are not contracted to a specific site, say Campus Canyon or Peach Hill. Once you sign an intent to return form for the upcoming school year, you are legally contracted to work for MUSD. Under certain circumstances, the District can transfer a certificated employee from one site to another (see Article VI, Section 4 of our CBA).

One quick note about MEA dues: MUSD instructs VCOE to deduct dues from an individual member’s monthly paycheck. MUSD then cuts a refund check (the total amount of dues) to MEA, which the President deposits in MEA’s Bank of America Account.

Last, your paycheck is fairly complicated, and can be confusing. If you need help deciphering the its code, or have any question about how you are compensated, please contact a MEA leader. We can help you out.

**New Members**

We signed up a healthy number of new hires at New Teacher Orientation in August. Thank you, Matt Guske and Lisa McCarter for presenting with me. So far, we have 27 new members! Everyone is busy at this time of year. Some, especially those new to our profession, feel overwhelmed, so our Reps try to be patient, but we’ll have individual conversations with those who have yet to sign during this month. In addition, MEA Executive Board will discuss the possible formation of a Membership Committee, which will offer, amongst other things, new educator events.

**Bargaining**

There’s not much to report as of mid-September. MUSD issued its Unaudited Actuals at its 9/10/24 School Board Meeting. District coffers are healthy. MUSD has remaining money from COVID funding that they will attempt to spend. Much of this cash is restricted or allocated for certain purposes. MEA always keeps its eye keenly focused on MUSD’s budgets. At the State level, the Cost of Living Adjustment (COLA) is a meager 1.07%. Later this month or early next month, Negotiating Chair, Lisa McCarter, will “sunshine” the articles MEA intends to bargain during this, the 2024-25 cycle to MUSD and its SB trustees. Recall that last year, MEA negotiated a 4.5% on-going increase on our pay scale without having to touch our health care benefits. After MEA sunshines its agenda, Lisa will release MEA’s bargaining proposal to MUSD in late October, early November. As many of you know, it makes little sense to substantively talk about money with MUSD until after January, when the Governor releases CA’s first look at its budget. In sum, no major disturbances to report, and we are on track to bargain with MUSD.

**A Couple State-Wide Laws Effecting In-Class Instruction**

1. *Cellphone Policy*: thank you so much to all of you who are collectively enforcing the cellphone bans/limits. I think it is safe to say that the great social experiment of cellphone use at schools was a failure. It’s time to try something new. While there are sure to be some kinks and some nuances to add, from what I hear, the new initiatives are working well throughout the District. Also, the word on the street is that our neighboring districts feel the same pains and sense of relief. Expect additional legislation and/or guidance concerning cellphones from the State. Last, Ed Code does allow the classroom instructor to allow for cellphone use strictly for educational purposes, such as measuring in a science class. I suggest that if you are going to allow cellphone usage for educational purposes communicate this to your administrator.
2. *Recess*: State law disallows using access to recess as a negative punishment (e.g., taking away something that the student desires). While this may be a case of lawmakers making things unnecessarily more difficult for us on the ground level, teachers cannot use recess as a disciplinary tool. The only way a teacher can withheld recess if it is unsafe (for example, there is an active shooter, or a student has a doctor’s note).
3. *Suspensions for Willful Defiance*: Ed Code now severally curtails the use of suspensions in the case of willful defiance at all grade levels. Teachers can still send a defiant kid out of class. After this happens, an administrator then must report to the teacher the disciplinary measures meted to the student within five (5) days. Ed Code does not dictate what the discipline must be. Ed Code now encourages administrators to “provide alternatives to suspensions” using “research-based” frameworks such as PBIS and MTSS. In short, “Suspensions, including supervised suspensions (48911.1), shall be imposed only when other means of corrections fail to bring about proper conduct” (48900.5). What this is means is that the teacher of record should, as we say in the biz, “document, document, document,” any and all of your interventions.

Have a great year!

Brian Friefeld, MEA President