

Explanation of and Rationale for Vote on Article III: Working Hours and Calendar

I hope everyone had a terrific Thanksgiving Break. I want to explain why MEA is conducting a vote on the Tentative Agreement (TA) on Article III prior to Winter Break. The truth of the matter is that MEA and the District are in a hurry to get this portion of the contract approved by our members and then by the school board. According to State Law, all agenda items must “sunshined” by the Friday prior to a board meeting. The last meeting of the 2019 calendar year is scheduled for December 16th. We need to get the results of our vote to the District by the end of the day on December 11th. We will begin voting on Friday, December 6th.

Why the Rush?

As you may know, in October, the Governor signed into law SB 328, which prohibited secondary schools from starting earlier than 8am at the high school level and no earlier than 8:30am for middle schools. The law does not outlaw 0 Periods. Rather, in its twisted wisdom, it prohibits schools from receiving ADA for classes that start early. MHS has over 300 students who take 0 Period courses and the middle schools have over 80.

The simplest explanation for why we are voting on this particular portion of the contract is that ADA = certificated jobs. In addition, MEA wants its students to have as many choices as possible when choosing their schedules. Right now, conventional legal wisdom states that if a collective bargaining agreement has an early start time embedded in it by **January 1st, 2020**, then a local district can ask the State for a waiver from the law until 2023. The last school board meeting of the year is December 16th. If we want the waiver, MEA needs to approve the new contract language by December 11th.

Believe me, if this was not necessary, I would not commit the time and energy to conduct an additional membership vote. Because this is a contract and an election year and MEA added the school counselors to its roster, our members will already head to the polls on multiple occasions. This is just the way the year and the law worked out. Also, since the bargaining teams fast-tracked Article III, we came to a tentative agreement on its entirety. This is why we are voting on all of Article III.

Where is the change in language for Zero Period located?

The middle school language is located on the second page and the high school language is located on the third page of Article III in Section 1. The language states, “At the two comprehensive middle schools, the school day may begin at 7:50 a.m.” and “At Moorpark High School, the school day may begin at 7:00am”. This is the language we need to get the waiver, says the legal minds.

Why are we voting on all of Article III?

The MEA Bargaining Team has been working diligently on updating the entire contract. Lisa McCarter and the District agreed to prioritize Article III for the aforementioned reasons. Both teams agreed on these changes to Article III, so why not vote on them along with the early start language?

What are the major alterations?

There should not be much controversy concerning site time and our working hours. Most of the changes result from site decisions, such as middle school schedules, and alterations in Ed Code. We also added the extra SPED work day to the contract. Since the counselors have joined us, we had to demarcate “unit member” from “teacher”—you’ll see that change throughout.

There are two changes that deserve explanation. The first is Section 2 (F). I want to be crystal clear about this amendment to our CBA. Due to the LCFF formula, local school districts can receive increased funding due to having specific student populations. Ed Code says that this money can be used for services and certificated salaries. We need this language in the contract to justify, for example, a pay raise that accesses this funding. Second, it is a part of our professional obligation to meet the needs of our students. The Bargaining Team unanimously agreed that these meetings are an essential part of our work day; however, if a member asks, “What does ‘occasional’ mean? And what happens if I cannot make a meeting? Will I get in trouble?” Occasional means required attendance will occur infrequently, and if a teacher cannot make a meeting, then they should let the case manager know that they cannot make it, so the meeting can be rescheduled or other arrangements can be made. If a teacher thinks that a case manager or an administrator is violating the spirit and/or the letter of the contract, then they should contact a site rep or contact the Association’s President. Typically, the classroom teacher reports first, and is out of meeting within the first thirty minutes of the meeting. Again, if the “frequency” and “duration” go beyond the confines of the CBA, MEA will ask for compensation and/or for the teacher to be excused from the after school meeting.

The other portion where there may be some questions concerns meetings. The Bargaining Teams attempted to clarify the previous contract’s language about staff and collaboration as well as Back to School Nights. In Section 3(A), for example, we clarified that staff/collaboration meetings are a required part of the work day. In 3(C), we made sure that if a member has to miss a meeting that it is his/her responsibility to obtain “all the information” presented at the meeting rather, for example, than requiring them to make up the time for the meeting. If a member has to miss a meeting, they can work it out with his/her supervisor.

Last, in Section 5(B), we clarified that the expectation is that teachers attend Back to School Night. Our schools are in competition with every other comparable educational institution. For better or worse, BTSN’s have become advertisements for their schools. Teachers, I hope you will agree, should be at BTSN to meet and greet the parents of his/her students and plan his/her schedule accordingly. Also, in 5(B), we agreed to leave the second night open ended in case a teacher has to miss graduation or BTSN. These end of year ceremonies qualify as the “additional program.” If a teacher cannot make graduation or culmination, then an administrator can ask him/her to attend a play or a band performance as a make-up. We did not add a second “program.” The change is that we clarified that one event is BTSN.

If any site or a member has a concern or questions the wisdom of the TA, Lisa, I, or any member of the Negotiation Squad are available to discuss it.