

## President's Update June 2020

I hope you are having a joyful summer despite all the COVID-19 restrictions and madness.

I hesitate to write this update because everything changes so quickly. Two consistent truths I've discovered during this pandemic are that change is constant and clarity seems to demand further clarification.

### **Compensation**

As of right now, I am comfortable reporting to you that there will be no reduction in compensation for the 2020-21 school year. Unless something wicked and crazy happens at the Federal level, our District should receive about \$5.5 million in one-time money to augment the "flat" LCFF funding it gets from the State for '20-21. The \$5.5 million is about 7-8% of the District's total budget. We have asked the District to rehire the 4.8FTE that they RIFed in March. MUSD is not completely safe from a budget crisis because it has to project its finances for 2021-22 and 2022-23 as well. MEA intends to budget one year at a time as is our tradition.

### **COVID-19 and the 2020-21 School Year**

I write this to you as a representative of a public employee association. It is my job to negotiate safe and effective working conditions for MUSD's employees. It is from this stance that I report this information to you.

There are a few non-negotiables in this nexus:

1. We are state employees.
2. Educators are essential workers. Our jobs, in this vein, are analogous to firefighters, nurses, and police officers. This means that we get paid (with no reduction in compensation) during this crisis and we must report to work when ordered to do so.
3. We have been ordered back to work on our campuses by the State
4. As of this morning, the CDC, the State Office of Public Health, and the Ventura County Health Department have all deemed it safe enough to return to schools under certain conditions

MUSD forwarded two plans for returning to work, both involving live streaming, in a synchronous learning environment. After hearing from all sites and parents, MUSD is going with Plan A, warts and all. They consistently consulted MEA leadership; they met with public health officials; they conferred with County officials and other East County superintendents; they met with parents and teacher groups. MEA is confident that our District did its homework and listened to all stakeholders. With this stated, I am not sure any plan that we attempt to enact during a pandemic can be ideal given the constraints and dictates that we all assume.

There are a few important items to point out:

1. Class size cannot be larger than 12-16 kids. MUSD does not have the cash to hire enough teachers to meet this demand without some kind of staggered or blended schedule.
2. The State says that distance learning must be live and for a minimum amount of time per day—3 hours for K and about 4 hours for the rest. The agreement requires teachers to provide daily live interactions and document student participation daily. Distance learning will not resemble what it was like during last year's rushed and chaotic school closures. Teachers will broadcast to kids who learn at home in every known scenario.
3. MUSD will offer distance learning to its students. As of June 25<sup>th</sup> at 1:13pm, **it must have on-site teaching**. Here is the new ED Code language concerning distance learning:

**CA Ed Code 43503.**

(a) (1) For the 2020–21 school year, a local educational agency that offers distance learning shall comply with the requirements of subdivision (b).

(2) Distance learning may be offered under either of the following circumstances:

(A) On a local educational agency or school wide level as a result of an order or guidance from a state public health officer or a local public health officer.

(B) For pupils who are medically fragile or would be put at risk by in-person instruction, or who are self-quarantining because of exposure to COVID-19.

4. The budget agreement includes specific requirements for distance learning, including that students have access to technology and devices, student support services, and meals. Right now, pending Board approval, MUSD is moving toward 1:1 access to technology by way of CARES act funding.

5. CTA Legal is working on interpretation of teacher “recording” versus “presentation.” CTA/MEA is not sure whether our employer can require a teacher to film or be filmed. We also don’t know what will happen if a teacher refuses to broadcast his/her class. MUSD is currently working on options for a teacher who does not want to be filmed. I do not see this as an issue of contention in terms of working conditions. I agree with those teachers who feel synchronous learning is an inferior brand of learning for those who learn from home.

A couple other things worth mentioning. During the school closure, the number one complaint was the amount of preparation time it took, especially at the elementary level, to translate in-class curriculum to an on-line platform. The second complaint was a lack of a consistent, universal platform from which to deliver the curriculum. The District tried to address these issues by purchasing *Canvas* (which is compatible with Google) and by creating a 4-day class

schedule with a preparation/meeting day on either Wednesday (the best day for cleaning) or Friday (obvious reasons?).

## **What's Next**

The School Board meets tomorrow. They will hear all about the school reopening plans and will see a projected budget. The District must deliver a plan to VCOE on July 15<sup>th</sup>. MEA will continue to listen, monitor, and then bargain specific work conditions. We return to the negotiating table on July 8<sup>th</sup>. Thank you to all the individual members and sites that have submitted questions and concerns. These queries will inform our bargaining.

I am not sure what to say other than this is a giant mess, and that MEA is doing the best they can to listen to its members. There are so many, too many, moving pieces—and the puzzle pieces keep changing. I want what is safe and best for our employees. MEA has to carefully manage when to lead and when to follow directives. My intent in writing this is not to champion any particular plan; rather, I want to inform you about the parameters and constraints that govern our mandated return to work. Again, we have been ordered to educate during a pandemic. The forces at play are humbling.

This whole thing stinks!

## **Leave**

Last a few words about leave. There are rare circumstances when a District places an employee on leave. Employees generally apply for accommodations based on restrictions outlined by a medical doctor.

1. Employees who ask for and receive medical leave will first exhaust his/her sick days and then will assume differential pay as dictated by the *Family Medical Leave Act* (FMLA) and/or *The California Family Leave Act*. For a teacher, differential pay is your salary minus the daily cost of compensating a sub (about \$180). Those who go on paid leave are eligible to return his/her job in good standing for about 3 years. FMLA benefits run out after 12 weeks in most cases. The CARES Act, which expires in December, does provide extra relief from those who acquire the COVID-19 virus.
2. Employees who give the District a doctor's note that lists a medical condition that limits, restricts, or prevents him/her from performing his/her assignments are eligible for accommodations by his/her employer, if these accommodations are available. For example, a 63-year old 5<sup>th</sup> grade teacher with emphysema sends MUSD a doctor's note restricting his instruction to teaching from home during the COVID-19 pandemic. MUSD must attempt to accommodate this teacher; however, if there is not a 100% distant learning position available, the District may not be able to accommodate him. This teacher would need to either get a note to the MUSD that allows him to work his assignment or go on leave using his sick days and possibly FMLA. MUSD usually goes out of its way to make reasonable accommodations for its employees; however, it cannot

always provide adaptations. One more example: let's say that the 5<sup>th</sup> grade teacher has a medical condition that prevents them from working on campus. The only accommodation available is to teach from home. There is a distance learning spot available at one of the middle schools. Even if the 5<sup>th</sup> grade instructor has priority or seniority over another staff member, they cannot teach the MS class because they don't have the credential to do so.

3. There may not be many 100% distance learning classrooms due to the synchronous model MUSD is adopting. There also are a limited number of independent study students.
4. If a certificated employee goes on paid leave, they will earn STRS credit
5. At this point, the District is not offering any significant or lucrative buy-out
6. MEA and MUSD are currently discussing how we can address COVID-19 in regards to our Sick Bank
7. MEA and MUSD will negotiate the priority given to those who require accommodations. I am sure the State and the lawyers will have their say about this.

Stay safe. If you have any questions or concerns, please contact me at [mrpkea@gmail.com](mailto:mrpkea@gmail.com) or (805) 422-4680 or chat with your Site Rep.

Brian