

## President's Message 5-26 to 5-29

MEA is diligently working on the most pressing matters: the re-opening of schools and MUSD's \$1.5 million budget deficit. This communication, however, will concentrate on our updated contract. As you may know, our collective bargaining agreement requires that MEA and MUSD renew our collective bargaining agreement (CBA) language every three years. This is a "contract year." The renewal of a contract demands a vote by the membership. This year we will have to vote from a distance. Lisa McCarter will attach a copy of the updated CBA to this President's Message. Your Site Rep will send you the documents. Early next week, your Elections Chair, Rosana Meisterling, will distribute a *Survey Monkey* to all members that will have a Yes/No voting option on the contract in its entirety.

I am proud of the document that MEA developed with MUSD. It truly was a collaborative process. Remember, your Bargaining Team represents all segments of our membership: counselors, "specials," elementary, middle school, and high school. All voices were heard throughout this process. In general, we updated or removed antiquated language; we made the contract adhere to new Ed Code and State labor laws; and, we clarified obscure and confusing language. You'll also see that we were able to compact the contract into a more manageable length. Last, I want to thank Chair, Lisa McCarter, and all the members of our Bargaining Team for their hard work and perseverance. A couple of things:

- ✓ This particular vote is on new contract language only
- ✓ We are not voting on compensation—there are no changes to salary or health care benefits included in this particular election
- ✓ We are not voting on anything related to present COVID-19 working conditions or future COVID-19 related working conditions
- ✓ We are not voting on anything related to the District's economic struggles due to the 10% cut in State LCFF funding

Here are the 2019-20 CBA's highlights:

**Old Article III: Association Rights** is embedded in **New Article XIII: Association Rights**. **New Article III** reflects agreement and 2019 contract language due to silly mandated early start law

### **Article IV: Assignments, Transfers, and Filling of Vacancies**

We were able to define "educational needs of the District" as well as clarify and discriminate between *displacement* versus *transfer*

### **Article V: Class Size**

This needs to be crystal clear: there is no increase in class size. The ratio reflects a 2013-14 agreement between MUSD and MEA. The new language does not change the status quo. It replaces antiquated and contradictory language in the prior version of the contract.

### **Article VII: Discipline**

We were able to place a discipline protocol in the contract for the first time. This should clarify how administration pursues potential disciplinary action and outlines procedural due process for the teacher. These procedures were already in use. We codified them.

### **Article VIII: Evaluations**

We were able to provide a stated purpose for evaluations. The process still reflects the dictates of the Stull Bill, but this language increases MEA's ability to protect its members from possible unfair evaluations.

### **Article XI: Leaves**

Thankfully, we were able to simplify and clarify Personal Necessity days. There will no longer be Compelling PN days. You still get 10 days a year; no more than 7 of them can be PN. Certain types of absences qualify as PN; others, such as illness do not. Nothing has changed other than the system for entering your days is less confusing.

### **Article XVIII: Complaint Procedure for the Public**

We tried to clarify language here as well. The one difference is that the District must investigate anonymous complaints. Most do not amount to anything. Ed Code demands that they investigate regardless of the complaint's validity.

I know that you are busy, but please take the time to familiarize yourself with your collective bargaining agreement, and make the time to vote.

### **State/MEA Budgets**

Last, I thought I'd share some crazy, sad, numbing numbers with you.

- The State's 10% cut in its LCFF funding = \$6.5 billion
- This = a decrease of \$1,230 per student or \$21,667 per classroom
- This amount would = increasing class size statewide by 19%
- This would = RIFing 57,600 teachers statewide
- This would = RIFing 125,000 support professionals statewide
- LVUSD is staring at a potential \$18 million dollar deficit three years out
- CVUSD is staring at a potential \$31 million deficit for three years out
- MUSD, in comparison (has less students and employees, so the amount will be lower) is looking at a deficit of \$1.5 million for next year, \$10.2 million for 21-22 and \$11.9 million deficit three years out

Your Executive Board has a special meeting planned for Thursday afternoon to discuss MUSD's budget deficit and what it means for all of us. Our goal is to protect as many jobs as possible as well as maintain, to the best of our ability, our present compensation package.

I will keep you involved and updated.

Brian