Moorpark Educator’s Association Update: February 2025

Hi members. Here’s what’s going on District-wide from MEA’s perspective.

**Membership**

Our *Coffee a la Mode* promotion concludes at the end of this month. If you haven’t treated yourself, please do by February 28th. One of the unintended consequences of the gift cards is that MEA signs up new members during the promotion. Again, thank you site representatives with your help with both!

In other news, it’s probably time to consider MEA’s End of the Year Party. As you may recall, last year we gathered at Moorpark’s new bowling alley. If you have any ideas about a locale, please let your Site Rep know. *Lucky Stike* was fun, but we’re open to partying elsewhere.

In brief, MEA has submitted one letter of complaint and the Catastrophic Leave Bank is in use.

**Bargaining Report**

MEA returns to the bargaining table with MUSD on March 6th. As I reported in prior communiques, we’re heading there later than usual due to the State’s reconfiguring of its cost-of-living adjustment. We received good news in regards to COLA. Also, recall that MEA’s limited to three negotiation openers, two articles plus salary and benefits.

*Article VII: Safety*: this area of the contract is dated. We just really need to update Article VII, particularly because the law regarding the general category of school safety has changed in the past several years. All students and staff have the right to attend safe, healthy and secure campuses. These are the kinds of things we’ll talk about: natural disasters (fire, wind, power, earthquake etc.,), school closures, classroom suspensions (Ed Code 48910), classroom disruptions (Ed Code 44811, assault and battery (SB 553 and CA Penal Code 240), restraining orders (Civ. Proc. Code 527.8), recording in classrooms (Ed Code 51512) as well as practical matters such communication devices and classroom emergency supplies.

One important note about safety is that pursuant to Government Code, the California Emergency Services Act of 2013, and the California Code of Regulations, in the event of a declared natural disaster, or emergencies which result in conditions of disaster or extreme peril to life, property and resources, Bargaining Unit Members may be subject to disaster services. We will place this law in the contract as well to clarify staff obligations during emergencies.

*Article X: Evaluations*: Again, this an area that need serious reconsideration. The purpose of the formal evaluation process is to assess teacher performance and effectiveness in the classroom, ensure quality teaching, enhance student learning, recognize and/or improve practice, and offer a system of support, if necessary. The intent of the evaluation process is to formulate professional goals, promote meaningful dialogue between professional educators that reflects upon their practice, and provides an opportunity for growth, with the ultimate goal of improving student learning and well-being. MEA is working with the District to make the contract reflect practice and expectations as well as provide clearer language and improved organization of this incredibly important portion of our contract.

*Article XVI*: Salary Schedules: MEA’s team will discuss a salary increase. There is no plan to address any alteration to our health care benefits. We will also discuss Appendix A of our salary schedule, specifically how certificated can accrue more units with an eye toward moving right on our salary scale.

**DOE and DEI update**

I wish I had more information for you here. We’ll sure find out more about what changes are in store as a result of the proposed cuts to the Department of Education. Jake heads to a CTA conference in Norco early next week to hear what the mothership (CTA) expects. More to come on this topic for sure.

**Flex Period at CC Moving Forward**

CCMS is readying to vote on a “flex” or remediation schedule. The members at that site propose adding remediation time two days a week. MUSD and MEA helped site leaders with the process with respect to our collective bargaining agreement.

Meanwhile at MHS, discussions between management and staff continue about a flex period.

No change in our contracted work conditions can occur without a vote by certificated staff. Similarly, MEA is in favor of site-based management, and, therefore, will get involved in any potential change to working conditions once the potential alterations pertain to the contract.

**Report Card Time During 3/10/25 In-Service**

MUSD has agreed to allot at least one (1) hour of work time at the upcoming in-service to work on report cards. Thank you to all those, especially those at AWALA, who helped accomplish this. Each site will have a different schedule on that day. I recommend that Site Reps discuss this matter with their principal.

**Appliances in Classrooms**

This one sure kept me busy! Thank you MUSD for its decision to reconsider and restate their message to its classroom teachers. I also want to thank the many instructors who reached out to me (and others) about this policy. Common sense and microwaved burritos won the day! If you any questions or outstanding issues, don’t hesitate to contact me.

**Inclusion**

Let me start with a recent Ninth Circuit Court of Appeals ruling. In *D.R. v. Redondo Beach Unified School District*, the parents of a child with autism filed a lawsuit against RBUSD. At issue was how much time the student should spend in the gen ed classroom versus the amount of time he should spend in a SPED classroom (he was in gen ed 75%, SDC 25%). As you know, under the IDEA, school districts must ensure that all students receive a free appropriate public education (FAPE) in the “least restrictive environment” (LRE) to the maximum extent appropriate.

The Federal panel concluded that “grade level performance is not the correct standard for a *satisfactory education*” for all children with disabilities.  Rather “. . . the appropriate benchmark for measuring the academic benefits they receive is progress toward meeting the academic goals established in the child’s IEP.” Additionally, if a child relies on supplementary aids and services or requires a modified curriculum to achieve a satisfactory education in the regular classroom, it cannot be used against him to justify a more restrictive placement.

We are in an era of inclusion. We’re seeing the demise of SDC classes as a greater number of children with greater needs push into our general education classes. Simultaneously, the co-teacher model, in the name of inclusion, has taken root in many of our classrooms as well. We added contract language concerning co-teaching last year, and as it expands, we’ll be forced to involve it again in upcoming negotiations.

This is a sea change in how the State and Federal governments expect us to guarantee our most demanding students their FAPE in the LRE, and the initial ramifications are, to understate the situation while remaining diplomatic, challenging. We’ve had major disruptions at AWALA, MM, and WC (to mention a few). Effected teachers report that their entire classroom and, to some extent, an entire support system (classroom teachers, aides, administrators, counselors, RSP instructors et al) have been held hostage to a single student’s behavior. Teachers struggle to find a balance between the rights of their gen ed population and their students with disabilities.

MEA and a MUSD are in preliminary talks about how to address the push-in of students in relation to our contracted student numbers as well as our work conditions. In addition, we are waiting word about inclusion’s effect on State mandated class size reduction numbers. This is complex issue that has many levers, many of which neither the MUSD nor MEA control. Regardless, something needs to be done.

Jake and I head to Santa Maria next weekend to meet with association leaders from the Tri-Counties (CISCC) for bargaining advisement.

Have a great weekend!

Brian