Moorpark Educator’s Association Update: March 2025

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

**Membership**

In April, Representative Council will need to decide on place and time for EOY Party.

**Bargaining**

MEA had its first bargaining session of the 2025-26 school year on March 6th. The two sides reached basic agreement on MEA’s sunshined proposals regarding *Article VII: Safety* and *Article X: Evaluations* as well as MUSD’s sunshined proposal regarding *Article V: Working Hours* *and Calendar Article XIII: Leaves*. The District has interests in clarifying teacher obligation to attend back to school nights, and updating leave language that reflects recently passed legislation as relates to doctor notes. In addition, MUSD introduced language that would clarify how school counselors will be paid (the same % as teachers) while on long-term leave. All members will have plenty of time to read and discuss the proposed changes to our CBA, and will, as always vote, on alternations presented in a tentative agreement (TA). The two teams will return to the table on April 1, to discuss *Article XVI*: *Salary Schedules*. As previously mentioned, COLA is comprably low this year, while MUSD experienced a decline in ADA, so the expectation is that any negotiated pay increase will be lean.

**Statewide RIFs:**

MUSD will **not** have a reduction in force (RIF) for certificated staff this year. This is the result of prudent staffing, responsible post-COVID budgeting, as well as natural attrition of staff (movement and retirements). Statewide, however, according to *Ed Source*, “More than 2,000 pink slips have gone to credentialed school staff — primarily teachers, school nurses and librarians, according to the California Teachers Association, which represents 300,000 school employees.” Locally, Santa Barbara USD sent 85 lay-off notices; Ventura USD presently has 35 certificated RIFs; Simi USD’s initially sending 12 RIF notices; and, LVUSD’s presently has 2 lay-offs. CA Ed Code demands that districts send pink slips by March 15 each year to any tenured certificated employee who could be laid off by the end of the school year. Districts may non-renew or terminate the contract of first-year probationary and temporary teachers beyond the March 15th deadline.

**Flex Period**:

Congratulations to Campus Canyon MS for productively using site-based management mechanisms to create a schedule that they, in conjunction with site administration, created and now operate. CCMS will pilot the program, assess it, and then vote on whether to make it permanent starting in the 2025-26 school year. Principals at CMS and MVMS have initiated discussions about bringing “flex periods” to their sites as well. MHS administration is readying a proposal that they’d like staff to vote on after Spring Break.

MEA’s position is that it supports site-based management and progressive change that benefits students at each campus. MEA will also ensure that every proposal respect *procedural and substantive* due process regarding site-based management and working conditions as stated in our CBA.

A few members who have asked why MEA demands *procedural* due process (e.g., “Why not let admin just try the plan?”); other members have asked MEA to take a stance against flex periods (“e.g., “flex period adds student contacts above contracted numbers”). Allow me to demonstrate why neither cannot happen: let’s say that the principal at a middle school planned to increase student contact time in the name of remediation by 10 minutes a day. Similarly, what would happen if an individual teacher (or, say, MEA) planned to decrease student contact time by 10 minutes a day because they determined that their students test scores indicate they are achieving above grade level? In both cases, the contract denies *unilateral* action by either or both parties.

Let me broach the issue this way: do you really want an administrator, MUSD, MEA or me to tell you not to discuss proposed changes at your site *prior* to your discussions?

Article XX of our CBA allows for individual site to collectively discuss and vote upon alterations to their respective work conditions (quick note: MEA does need to update and strengthen this section of the contract). This is site-based management, and arguably, an integral part of grass roots, direct democracy in the workplace. Our CBA is both a privilege and a right in the State of California. It is also a living, flexible, fungible document that, like the US Constitution, “does not drive itself.” It is MEA’s job to take the wheel, to be custodian and caretaker of our contract. This means that MEA will protect its integrity, but not at the cost of disallowing members at each individual site to decide the best working conditions for staff and students. In short, in terms of a flex period, sites must vote on the matter. Any permanent change in substantive contract terms and language demands the consent of a vast majority of certificated staff. MEA will guarantee that democracy and our contract are served.

To this end, MEA, in conjunction with MUSD established the following procedures for site-based management of schedule changes:

* After deliberations end, MEA will conduct a vote of all certificated staff at a site.
* For the plan to pass as a pilot program, 70% of all certificated staff must approve it (non-members may vote)
* MEA-MUSD will then sign a Memorandum of Understanding (all MOUs are temporary) that allows for the provisional change in work conditions
* After the site pilots the program, the site will reconvene to assess the merits and demerits of the plan, making adjustments if necessary
* MEA-members only will vote to decide whether or not to make the plan permanent. Because this demands an actual change in the CBA, approval must garner 75% of the vote
* All agreements will have trigger language that will allow for the individual sites to reevaluate and re-vote on their respective Flex Periods

Talk about it at your site; carefully consider the changes in work conditions; ponder the effects with respect to our contract; think on its effects on kids. Just as management can propose a plan, so can a site’s certificated staff—if you want to go this latter route, I’d be glad to help.

**2025-26 Calendar**

Just a reminder that next year is that last year of our negotiated 187-day schedule. Unless negotiated, MUSD will return to the State-mandated 185-day schedule in 2026-27.

**March 1, 2025 CISCC Bargaining Conference**

Jake and I attended a one-day Channel Islands Service Committee meet in Santa Maria to discuss bargaining trends in the Tri-Counties. A few things of note: all bargaining unit leaders reported a consistent 2-note refrain from WASC this year: be more productive and intentional with PLCs, and dedicate more instructional time to remediation. All local districts’ budgets are overwhelmed by SPED expenses. All Tri-County bargaining units struggle with the changes in our work environment caused by the changes in the law and the demands on our practice by co-teaching and inclusion. I expect CTA to provide more guidance in on the latter matter in the near future.

Have a great Spring Break!

Brian