## Summary of Virtual MDEA General Meeting

**Resources:** There are many resources related to the Corona Closure on MDEA Website OurMDEA.org

**N95 masks** Health care providers are seeking donations of N95 masks and protective googles, even if expired. If you have this type of equipment (many people bought them during the fires), please donate them or let MDEA know and we will work with you to facilitate the donation.

**Ratification Delay:** The Board has not yet ratified our Tentative Agreement. Ratification has been delayed based on additional requirements from the County Office of Education. We have been told they will ratify on April 27th. We encourage members to write to the Board to encourage them to ratify on this date.

**Closure extended** The Shelter in Residence Order has been extended until at least May 1. As specified in our Agreement regarding the closure, the agreement will be renegotiated to adjust for the longer period of time. We will meet with the District for negotiations on Wednesday, April 1. We encourage members to send us their input regarding items that should be negotiated. Please see the summary of suggestion we have already received at the end of this document.

**Summer School** We have heard of no plans to continue school into the summer. The state is not providing any additional funding. The District does not have sufficient funding to continuing paying teachers into the summer. In addition, everyone will need the summer to recharge and prepare for the fall.

**Grades** As of today, March 30th, the California Department of Education has provided no guidance on grading during this period, except to state that grades should be informative and not punitive. We believe the District is waiting for guidance from the state before proceeding.

**Sick Leave** Members who become ill for any reason or need to care for family members and are not able to return to work when the closure ends should apply for Medical Leave or Family Care Leave as appropriate. The same rules as always will apply, and days will be deducted from sick leave balance. We plan to negotiate regarding sick leave if members become ill with COVID-19.

**Sick Days** Members who become ill and are not able to provide the one-hour of daily virtual office hours or send content to students
should use the substitute system to record a sick day. This day will be deducted from your sick leave balance.

Substitutes
The District is not providing substitutes for teachers who are sick or on leave. These students are not being served.

Spring Break
Spring Break will proceed as planned on April 6 – 10. There is absolutely no expectation for any distance learning or contact with students during this time. The Cesar Chavez holiday will similarly be observed on Friday, April 3. We strongly encourage all members to use this time to relax, refresh, and recharge.

Layoffs
95 members and eight non-members received layoff notices. We are working with the members to prepare for the layoff hearing. The closure has not impacted any of these timelines. Members who have not had their notice rescinded by May 15th, and are laid off should file for unemployment compensation on June 4th.

Involuntary Transfers
As of today, March 30th, Involuntary Transfer notices will be delivered on April 13th. If the District requests an extension, we will advise members at that time once agreement is reached on a revised timeline.

Tentative assignments
As of today, March 30th, our expectation is that tentative assignments will be delivered on April 13th. If the District requests an extension, we will advise members at that time once agreement is reached on a revised timeline.

Evaluations
Evaluations may still be completed if we return to school. The evaluation deadlines will be extended by the number of days of the closure. Changes in status are not dependent on evaluations. Members with Probationary 1 status will have Probationary 2 status at the beginning of the next school year whether their evaluation is completed or not. Members with Probationary 2 status will have Permanent status at the beginning of the next school year whether their evaluation is completed or not. Evaluations that are not completed by the end of the school year will most likely be repeated in the next school year. The process will begin again with an initial conference and proceed from there.

IEPs
Annual IEPs are being held if parents so choose. District management should arrange any necessary teleconferencing and electronic documents. In general, there should be no triennials or initials right now. In some situations, parents or administrators may want to proceed with an initial or triennial
IEP. If their requests are reasonable, cooperate. If you feel the requests are unreasonable, try explaining your concerns. If they insist on unreasonable demands, please contact us.

MDEA Office
The MDEA Office is closed. Anita, Dan and Linda are working from home and checking emails regularly. Members can email us at MDEA@OurMDEA.org. We are aware that this email address is generating error messages or “BOUNCES.” We are actually receiving all of the messages. Unfortunately, our Web Hosting Service has not been able to solve the problem of unnecessary error messages.

Schedule Votes
Many schedule votes that were planned for this spring will be postponed until next year. If possible, sites will keep the same schedule they have this year. We are contacting Site Reps to determine which sites should proceed with votes this Spring.

Chapter Election
The Chapter Election will proceed as planned with ballots sent to email addresses on file on April 17th. The emails will be from the vendor BigPulse.

Climate Survey
The Site Climate survey will close as planned today - March 30th. If you have not yet taken the survey, please do so. Here is the link.

Academy Awards
The MDEA Academy Awards will not be an in person dinner this year, but the committee is developing an alternative Virtual Plan. Nominees will be honored, and Finalists and Winners will be announced and celebrated. Stay tuned for more details.

Eviction Moratorium
The City of Concord has put a moratorium on all evictions for the duration of the Stay in Residence order. For more information, contact the City of Concord.

Financial Impact
We have not heard any details of how the closure is affecting the District financially, though we do know that they are receiving their funding from the state regardless of whether students attend or not. There is no indication that additional layoffs are contemplated and, in fact, Ed Code prohibits layoffs of teachers who were not notified by March 15th.

Virtual Office Hours
Each member is expected to establish a specific one-hour period each day for Virtual Office Hours, during which they are available for questions from students, parents, and other staff. Our agreement states that “During ‘virtual office hours’ bargaining unit members are asked to structure the best process that will allow them maximum connection with students on their rosters, in their classrooms, or to whom they
normally would provide service, to the extent possible.” In some cases, responses by email only may be the most appropriate method for conducting virtual office hours. Top management understands that many members are facing incredibly difficult challenges right now and agreed to this very flexible expectation out of respect. If an administrator directs you to hold virtual office hours via Zoom or any other platform, respectfully refer them to the Corona Closure Side Letter and explain that there can be no requirement to work via a specific platform.

**Contacting Students**

Many members are looking for alternative methods of contacting students. If you have student phone numbers, we suggest that you use an online app, such as Google Voice, to generate a school-use only phone number for yourself. This will help keep your work and personal life separate.

**Translation Services**

If you need translation services, there is a telephone translator at 800.305.9673. You will need to provide your school name, caller name, district id and department. If you need more extensive translation during conversations with parents or students, one of our members has volunteered to help with this. Email us and we will put you in touch with her.

**Paper Packets**

We have heard from many members that the District is not permitting paper packets to be distributed. We do not know why. We understand that this makes it nearly impossible to reach students who do not have internet access and will discuss this with management.

**Zoom**

Although many members are using this platform, it is not required. The agreement states, “Bargaining unit members are asked to connect, engage, and support students to the extent possible” and does not require any specific platforms.

**Google Classroom**

In the agreement, the District committed to providing training in Google Classroom, but did not specify a date on which such training will begin. Before training happens, there is no specific requirement to use Google Classroom. This will be one of the topics of the extension negotiation. We would appreciate member’s input on Google Classroom as a tool and how much training and practice they believe they would need before this would be the required platform.

**CARES**

The CARES Act, the Federal Stimulus Package, has authorized payments to individuals and a suspension of student loan payments for six months. Click here for more details.
Other Questions:

Q: Do we have to join twitter if our principal is asking us to join? A: no.

Q: Can our administrator request videos of us to post on twitter? A: The administrator can request videos, but there is no obligation for you to comply.

Q: We were told that we should be pushing out lessons on a learning platform we must choose between seesaw, google classroom, and class dojo and we have to pick one. A: There is no required platform at this time. Each member should use technology they are comfortable with and that is appropriate to their situation.

Suggestions for Extension Agreement

Note: These are suggestions only. We cannot guarantee what management will agree to. Also, please be aware that we cannot bargain issues related to other bargaining units or other groups, including students. Finally, we need to be clear that we need to balance the needs of students with protecting members who are in challenging home situations and/or have limited internet access.

1. Support for High Quality Teaching
   a. Provide training where needed
   b. Provide laptops to teachers who need them
   c. Provide high-speed internet access to teachers who need it
   d. District will reimburse members for increased internet access and data charges
   e. District training on Google Classrooms will be provided between 8 AM and 3 PM.
      i. Members will have flexible choice among several time/date options
   f. Members will not be required to utilize Google Classroom or any other specific technology unless they feel comfortable doing so.

2. Out of respect for the challenging circumstances and limited internet access of some bargaining unit members, no bargain unit member will be required to utilize any specific platform during their virtual office hours and some may choose to respond via email at this time.

3. Any grades that are submitted will be informative and not punitive.

4. No Speech Therapist will be required to provide tele-therapy.

5. All Stipends listed in Appendix A will be paid regardless of impact of the closure.
   a. Elementary Stipend amounts will be sent to Principals and MDEA Reps by May 8th, with payment amounts listing individual members due from MDEA Reps to the Payroll Department by May 20th and paid on May 31st.
6. Before a date is set for return:
   a. All sites will be thoroughly cleaned and sanitized.
   b. All technology that has been lent to students will be thoroughly decontaminated before being returned to the classrooms or technology labs.
   c. All sites will be fully stocked with soap and paper towels.
   d. All sites will be fully stocked with hand sanitizer to extent possible based on supply availability.
   e. Each site will be inspected jointly by the Principal and MDEA Representative. Issues noted will be resolved before a date is set for return.
   f. Before a date is set for return, the MDUSD Superintendent and the MDEA President will inspect Mt. Diablo High School. After the inspection, the MDEA President will publish her evaluation of the sanitary condition of the school. Any issues noted will be resolved before members will be expected to return.

7. There will be at least a 48-hour notice before members are required to return to sites.

8. The first day upon return will be a non-student day to allow members to refresh their classrooms.

9. Any member confirmed positive for Coronavirus will be placed on paid leave with no impact on their sick leave balance.

10. This side letter and additional comprehensive information about expectations and procedures will be communicated consistently and broadly by the District administration. This communication will include:
    a. Clear guidelines on if new material should be presented
    b. Expectations of Special Education Assistants
    c. Instructions for accessing translation services

List of things we need to ask the District

(questions received from members)

“Some students are not participating – the ones who need help the most.” What can the District do to increase connections with students?

Can we ask the district to send a letter home explaining the no-paper packet policy so that we don't have to be the bearers of bad news and it is standard procedure for the whole district?

Need to confirm new content is permitted/expected
I am concerned if they ask us to teach new material. I teach 1st grade and not all of my students have devices. Also, there is the assumption that parents are home, which is not true for many of my students; their parents are at work and they don't have any help.

Google Classroom only works for persons with @mdusd.net emails... ie: student account. I teach preschool special education and my students do not have a student account. My parents do not have student accounts.

Some sites have distributed ipads or chromebooks to lower grade students (TK -2), but others have not. Can the District insure consistency and equity in this matter?

Can administrators track which students are not connecting and establish a way to reach out to them?

Is my SEA supposed to be working? Am I responsible for her hours?

What about special education? I am hearing conflicting information. How am I to take proper data and report on goals?

About half my students’ families do not speak English. This is becoming a problem with communication. I have a colleague translating right now, but it is not really his job to translate for me. I was told to use a translation app. Is that what we should be doing?

If we give credit/no credit grade for 4th quarter, how would that be averaged into 3rd quarter grade to come up with an equitable 2nd semester grade?

A lot of my parents are asking if their child will have to repeat this grade. What should I tell them?

I have students who have failing grades at the quarter (high school), and they have not done any work. Will their quarter grade act as their final grade?

Will seniors who have failing grades at the quarter and, based on that grade, haven't met high school requirements still be permitted to graduate?

Is there a plan to replace teachers who may become ill/incapacitated? Do we have long-term subs available to connect with the students of these teachers?