

What's in it for you?

Your Bargaining Team met with the Board's Representatives in 24 sessions and has finally reached agreement on a 2016 – 2018 Successor Contract. Members will vote on the ratification of the Tentative Agreement in an electronic poll beginning on November 28 and ending December 5.

Your Team believes this is a fair settlement that represents the best deal we could get without engaging in a protracted battle with the Board and which will allow us to continue to work collaboratively with the District moving forward.

The Tentative Agreement includes:

Salary and Benefits

1. Compression of the Salary Schedule to 25 years
2. 5% salary increase to be paid retroactively to July 1, 2016.
3. 1% off-schedule payment calculated on the compressed schedule with 5% increase.
4. 3% salary increase effective July 1, 2017
5. Uncapped District share for medical premiums equal to 80% of the current year's cost of Kaiser CalPERS at each tier (Single, Employee + 1, Family).
 - a. Exception: If Kaiser premiums increase by more than 4% in any one year, the parties will negotiate how much of the excess increase will be paid by each party.
 - b. In the event the annual premium increase exceeds 4% and the parties are not able to reach agreement, benefit coverage will continue. Members will not be at risk of losing coverage during these negotiations. The District's share of the premium will be equal to at least 4% more than their contribution in the prior year.
6. Medical in-lieu increased to \$1,400 per year (\$127.27 in each of 11 paychecks)
7. In future years, the medical in-lieu amount will increase automatically by the same rate as the salary schedule. In 2017-2018, the medical in-lieu amount will be \$1,442, annually.
8. Any compensation or benefits provisions in excess of MDEA's settlement agreed to by the District in settlements with other bargaining units (including DMA) will also be provided to MDEA. (Commonly referred to a "me, too" clause.)

Compression:

The win that keeps on paying

Impact on Career Earnings:

\$60,506

more over a 30-year career.

Teachers (185 days)
Salary Schedule 2016 - 2017
Effective July 1, 2016

Class	I	II	III	IV
Units	0 - 44	45 - 59	60 - 74	75 +
Steps				
1	51,785	52,967	54,518	56,111
2	52,792	54,440	56,155	57,925
3	54,142	55,911	57,850	59,807
4	55,541	57,531	59,605	61,749
5	56,978	59,154	61,424	63,782
6	58,458	60,822	63,301	65,884
7	59,983	62,552	65,246	68,063
8	61,555	64,339	67,259	70,324
9	63,170	66,182	69,345	72,672
10	64,839	68,082	71,497	75,101
11	64,839	70,048	73,732	77,630
12	64,839	72,074	76,041	80,251
13	64,839	72,074	78,433	82,969
14	64,839	72,074	78,433	83,946
15	64,839	72,074	78,433	84,934
16	64,839	72,074	78,433	85,934
17	64,839	72,074	78,433	86,946
18	64,839	72,074	78,433	87,969
19	64,839	72,074	78,433	89,005
20	64,839	72,074	78,433	90,054
21	64,839	72,074	78,433	91,114
22	64,839	72,074	78,433	92,187
23	64,839	72,074	78,433	93,273
24	64,839	72,074	78,433	94,370
25	64,839	72,074	78,433	95,482

9. The annual stipend for advanced degrees and special certifications has been increased to \$1,372 for the 2016 - 2017 school year.

10. In future years, the stipend for advanced degrees and special certifications will increase automatically by the same rate as the salary schedule. For the 2017 - 2018 school year, the annual stipend will be \$1,413.

11. The Certificated Hourly Rate has been increased to \$32 per hour.

12. The rate for Standards-based Intervention and Summer School has been increased to \$36.

13. In future years, the Certificated Hourly Rate and the rates for Standards-based Intervention and Summer School will increase automatically by the same rate as the salary schedule, rounded to the nearest whole dollar.

14. The rate for covering a class when a substitute is not available is now \$36 per period, or \$72 per block period.

15. Elementary teachers who lose their prep because neither a prep provider nor their substitute are available shall be paid \$36 per period.

16. Members will be paid at the Certificated Hourly Rate for IEP meetings which exceed site time by 75 minutes. The first 75 minutes is not paid.

Stipends for Advanced Degrees and Special Certifications

\$1,372

Advanced Degrees

Masters

Ed.D.

Ph.D.

Special Certifications

National Board Certification

Certificate of Clinical Competence*

National Board Certification of School
Nurses*

Bilingual, Cross-Cultural, Language and
Academic Development (BCLAD)*

* Stipends for Special Certifications are only available where required for the member's assigned position.

17. Payment increased for Uncovered Class Distribution – elementary classes that balloon in size when students are distributed due to the lack of a substitute teacher.

Payment for Uncovered Class Distribution		
Payment per Teacher		
Students distributed to	Up to Three Hours	More than Three Hours
One classroom	\$108	\$216
Two classrooms	\$54	\$108
Three or more classrooms	\$50	\$100

18. At all levels, activity supervision outside of site time (i.e. football games, talent shows, etc.) will be compensated at the Certificated Hourly Rate for a minimum of two hours.
- a. Activity supervision is voluntary and is not assignable
 - b. Pre-approval is required for compensation
19. The District will provide non-prorated medical benefits and in-lieu payments for any members whose assignment is .5 FTE or more.
20. The eligibility window to enroll dependents in Dental and Vision benefits has been increased from 30 days to 60 days, following a qualifying event, such as marriage or childbirth.

Evaluation

21. The evaluation process now includes a self-evaluation option,
- a. Available to members with permanent status and “Meets Expectations” rating on the most recent evaluation
 - b. Principal must agree
 - c. Member picks two standards and proposes a plan to demonstrate proficiency through a teacher research project, demonstration lesson, or other self-directed inquiry.
 - d. Principal determines if the proposed final project will demonstrate proficiency.
 - e. No release time will be provided for work on the project.
 - f. Member documents their work on the standard evaluation form
 - g. Member assigns their own rating
 - h. Self-evaluation will be available beginning in the 2017-2018 school year.

Working Conditions

22. Fourth and Fifth grade prep providers are now explicitly guaranteed the additional 180 minutes of prep per two-week period, 120 of which shall be scheduled during the instructional day.
23. The District will provide MDEA with a list of site times for each site before the beginning of each school year.
24. At the elementary level, members shall continue to have discretion over the use of half of the early release days each month.
 - a. Dates of member-controlled days and principal-controlled days are determined by a District-wide calendar developed by a joint committee.
 - b. Principals may repurpose early release days with five days advance notice, but the number of days under member control in each month shall not be changed.
25. The contractual class size maximum for a Transitional Kindergarten (TK) class has been established at 32 students.
26. For all secondary classrooms with work stations, class size will be equal to the number of workstations.
 - a. A list will be created as an Appendix in the contract of all secondary classrooms with work stations and their corresponding class size limit by classroom facility.
 - b. The list and class sizes will be developed by the MDEA President in consultation with the Assistant Superintendents of Middle Schools and High Schools.
 - c. The process providing for teacher and department consultation regarding the number of workstations and the number of students per workstation has been deleted from the contract.
 - d. The process for changing, though a department vote, the number of workstations and the number of students per workstation has been deleted from the contract.
27. When a classroom teacher determines that a student's behavior is a chronic problem, the District will provide additional support.
28. Counselors have been recognized in the contract as a represented group with a 195-day work year (pending agreement on the 195 day work year).
29. Counselors are included in the group of members assigned to a Program – the District can reassign Program Teachers to different school sites based on Program need.
30. Job Share provisions have been improved to provide for situations in which a member in a Job Share loses their partner outside of the window to form a new job share. The remaining partner now has the ability to form a new job share outside of the contractual job share creation timeline.

Special Education

31. The number of additional assessments that can be assigned to Special Education teachers is limited to 50% of their maximum caseload size.
- Assessments over this limit will be paid at the rate of \$62.00 per hour.
32. Teachers in mental health collaborative programs and programs serving students with severe autism will be required to participate in professional development regarding crisis prevention and response.
- Such professional development will not exceed 12 hours
 - May not be assigned on a non-work day
 - Paid at the Certificated Hourly Rate if completed outside of site time or on a non-work day
 - May be completed on a work day with the participating teachers on sub release (in this case there is no compensation).
33. The Special Education Caseload Overage Special Compensation Memorandum of Understanding will be incorporated into the contract as a new Appendix.
- When a Special Education position is vacant, qualified Special Education teachers can volunteer to provide case management services to the students on the caseload of the vacant position.
 - Compensation for case management services will be paid at the rate of \$171 per student/per month.
 - Additional hours required for case management (must be pre-approved by the Executive Director of Special Education) will be paid at the rate of \$62.00 per hour.
 - Compensation for writing IEPs in these cases will be paid at the rates in the table at the right.
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|----------------------|----------|
| Special | \$313.00 |
| Thirty-day placement | \$313.00 |
| Annual | \$455.28 |
| Other | \$455.28 |
| Triennial | \$626.01 |
34. Intervention Instruction and Support Teachers (IIST) or Elementary Resource Specialists (RSP) who are assigned to “Hybrid RSP / IIST” positions who have room on their caseload may be assigned two RTI students for each open slot in their caseload.
- IIST caseload is 56
 - For Hybrid RSP / IISTs, one Resource caseload vacancy translates to two RTI students that can be served per week.
 - RTI students are counted based on the number served in any given week.
35. Except for Hybrid RSP / IISTs, no other Special Education teachers will be required to provide RTI services to non-Special Education students.
36. Resource Specialists are now eligible for 180 minutes of non-student prep time in every two-week period.
37. If directed to move, Program Teachers, such as Special Education teachers, are now eligible for pay at the Certificated Hourly Rate for up to 16 hours for their time in moving their classroom or materials to a new site, or up to eight hours to move to a different room at the same site.

Teacher Support

38. Teachers on Special Assignment (TOSAs) may be paid at the per diem rate for up to ten additional days of service per year
 - a. Payment must be pre-approved
 - b. This compensation is for time during which a TOSA plans or provides professional development or works on special projects on non-work days or after work hours.
 - c. After ten days at the per diem rate, additional work shall be paid at the Certificated Hourly Rate.
 - d. No coach or TOSA may be assigned mandatory conference attendance on a non-work day.
 - e. If authorized, a TOSA who attends a conference on a non-work day will be paid at the Certificated Hourly Rate. NOTE: *If the District pays the expenses of travel, lodging and meals, the TOSA is not eligible for compensation, as is the case for all MDEA members.*
 - f. Alternative Ed Teachers who receive a TOSA Stipend are not eligible for per-diem pay.
39. The Beginning Teacher Support Administration (BTSA) has been replaced by the Teacher Support Program (TSP)
 - a. The TSP will be compliant with the California Teacher Induction Program
 - b. The TSP will provide assistance to members clearing their credentials
 - c. The TSP will also offer peer coaching assistance to members who have been issued a Performance Improvement Plan, if the member requests assistance.
 - d. Members participating in the induction portion of the TSP will be required to spend up to five hours per year beyond their regular workday for purposes of completing their formative portfolio. These hours shall be compensated at the Certificated Hourly Rate.
40. The one-year ban on BTSA/PAR coaches assuming an administrative position has been removed from the contract.
41. The Peer Assistance and Review (PAR) program has been suspended for the duration of the 2016 – 2018 agreement.
42. The PAR Panel has been replaced by the TOSA Eligibility Selection Panel.
43. The District may not assign a TOSA position over 0.2 FTE to any person who has not been vetted by the TOSA Eligibility Selection Panel. No vetting is required for classroom teachers who are given an additional prep period to manage AVID, WASC, PBIS, or other duties that do not involve coaching teachers.
44. The new contract will include language explicitly clarifying that certificated members who resign after June 30 can be penalized by the District with a hold on their credential, per Education Code.

Leaves of Absence

45. In exceptional circumstances, the District may grant a member more than ten personal necessity days.
46. To comply with AB375, the District will provide paid leave to a member who has been entrusted to care for a child.
 - a. The member must first have used all of their allotted sick days.
 - b. Payment is then equal to the difference between the member's daily rate and the cost of a substitute ("difference pay").

Under Construction

47. A joint MDEA / MDUSD Committee has been formed to establish limits on the length and frequency of meetings which exceed site time. This committee will reach agreement by June 30, 2017.
48. A joint MDEA / MDUSD Committee has been formed to address disagreement about what constitutes a compliant fallback schedule for site schedule votes. This committee will either reach agreement by June 20, 2017, or the matter will be pursued through arbitration.
49. A joint MDEA / MDUSD Committee will meet to consider the District's interest in extending year-for-year credit to teachers in hard-to-fill positions.
50. All of the language in the contract will be revised to be gender neutral.



NOTE: We are still negotiating caseloads, workload protection, and other improvements in working conditions for Nurses, Speech Pathologists, and Counselors. We expect to finalize these negotiations prior to the contract ratification vote based on input from members in these groups. Once negotiations have concluded, details will be shared with members in these groups. This new language will be included in the new contract when it is published.

What's Next?

The vote to ratify the contract will be conducted electronically between Nov 28 and Dec 5.

We must have your email address on file by Thursday, November 18th in order to send you a ballot.

