

2016-19 Successor Contract Initial Proposal

Mt. Diablo Education Association (MDEA)

Article 1 – General Terms – MDEA has an interest in the following:

- Negotiating a Successor Contract with a term of one to three years
- Adding School Counselors to Section 1.3
- Changing relevant dates to reflect negotiated term of Agreement

Article 4 – Assignment/Reassignment – MDEA has an interest in the following:

- Modifying the form referenced in Section 4.1.2 to clarify intent for following school year

Article 5 - Transfer - MDEA has an interest in the following:

- Ensuring that Program teachers receive the same pay as non-program teachers when they are required to move classrooms at their assigned site or are reassigned to a different site.

Article 6 – Class Size – MDEA has an interest in the following:

- Staffing all classrooms at Critical levels, per Section 6.1.
- Ensuring teachers whose classes exceed Critical levels receive a “premium” for each student beyond Critical level up to current Maximum class size
- Ensuring that daily contacts are consistent with those experienced by teachers on a 6 period day (185) regardless of the schedule at secondary sites
- Ensuring that TK-3 class size is reduced, toward the 24 to 1 LCFF target, in an amount that is proportional to the percentage of “gap” funding received under LCFF annually
- Reducing elementary combination class sizes to 25 Critical and 28 Maximum
- Adding TK to Article 6 at current K class size
- Weighting Tier III behavior students in determining class sizes by level, and limiting the number of Tier III students in a given class.
- Deleting §6.1.3.4, §6.1.3.5 and modifying §6.1.3.7 to ensure that the number of students in a given class never exceeds the number of work stations
- Ensuring that SDC teachers assigned to Non Severely Handicapped classes do not serve more than two (2) grade levels
- Limiting the number of assessments Program teachers, per §5.10, may be required to complete while maintaining a full caseload
- Reviewing the classifications of Special Education students that may be served within a given credential area and ensuring that students are placed accordingly
- Limiting the number of Special Education students that may be mainstreamed in general education classrooms
- Establishing caseload limits for nurses and counselors
- Exploring alternative caseload models for Speech/Language Pathologists
- Deleting §6.3.4 & §6.4.1
- Ensuring summer school caseloads and class sizes are consistent with regular school year limits

Article 7 – Work Year - MDEA has an interest in the following:

- Updating language to reflect successor Agreement

Article 8 - Job Shares – MDEA has an interest in the following:

- Ensuring that members in approved job shares which are dissolved due to unforeseen circumstances retain their right to seek a new job share partner for the remaining term of their approved job share, even if the contractual timeline to form a new job share has passed.
- Incorporating additional “clean up” language as required

Article 9 – Hours – MDEA has an interest in the following:

- Establishing a fixed bank of hours outside of site time, during which members may be assigned additional duties, per §9.2, and beyond which members will receive pay at the Certificated Hourly Rate, per §14.5.1
- Adding an “administrative” period for elementary RSPs to provide time to address the additional workload represented by required assessments of students who are not represented on their caseloads
- Modifying block or alternative schedule procedure to improve process and reduce confusion
- Providing teachers the opportunity to earn additional “discretionary days,” subject to the requirements in §19.6.1, for covering classes. These additional earned “discretionary days” would not be deducted from accumulated sick leave
- Incorporating “Allocating Time on Elementary Early Release Days’ MOU into successor contract, per terms of MOU
- Creating list of when site time begins and ends at all school sites and attaching list as an appendix to the Agreement
- Modifying §9.7.2 to ensure teachers at all levels receive a break after two consecutive hours of working with children
- Modifying §9.8.2.2 to ensure that elementary teachers who cover a single subject (period) for their own class, or a colleague’s class, receive the same pay as their secondary counterparts
- Deleting §9.1.6 and §9.1.8
- Modifying §9.7.1 to comply with current practice
- Adding elementary 4/5 P.E. teachers to §9.8.5 to reflect current practice
- Adding elementary Resource Specialists to 9.8.6 to reflect current practice

Article 11 – Evaluation – MDEA has an interest in the following:

- Reactivating the Collaborative Option per §11.8 - §11.8.5

Article 14 – Salaries – MDEA has an interest in the following:

- Reducing the number of years from entry level to schedule maximum and eliminating the “plateau” years in the current schedule, during which time no longevity steps are granted (salary schedule compression.)
- Securing salary increases which, when applied to this “compressed” schedule over the term of the agreement, would dramatically enhance the District’s ability to both attract and retain highly qualified staff during this time of critical teacher shortages.
- Increasing the Certificated Hourly Rate, §14.5.1
- Increasing the Summer School rate, per §14.5.2.1
- Incorporating “Special Education Caseload Overage Special Compensation” MOU in §14.5, per terms of MOU
- Indexing “Advanced Degree” stipends to a fixed percentage of Step 1 Class 1 so that these stipends adjust automatically as the salary schedule increases

Article 15 – Payment for Non-Teaching Duties – MDEA has an interest in the following:

- Incorporate 2014-15 MOU into successor Agreement, per terms of MOU

Article 16 – Benefits – MDEA has an interest in the following:

- Establishing a “shared responsibility” model for health benefits which ensures the District and the Association, respectively, are responsible for covering a fixed percentage of the CalPERS Kaiser rates, as the rates for these health care plans change.
- Increasing the current health benefits in-lieu payment to ensure parity with the annual amount afforded other District bargaining units

Article 19 – Leaves of Absence – MDEA has an interest in the following:

- Establishing parental leave, under the same terms as maternity leave, which will be granted to parent(s) of either sex upon the birth or adoption of a child

Article 20 – Special Education – MDEA has an interest in the following:

- Ensuring that the Lead Representative for all MDEA employee groups involved in MediCal billing serve as that group’s representative at the annual MediCal billing negotiation
- Ensuring that program teachers, per §5.10.1, are not assigned RTI duties

Article 21 – Teachers on Special Assignment – MDEA has an interest in the following:

- Ensuring that a list of all TSAs represented within the MDEA bargaining unit is supplied to the Association annually, including the funding sources, the term of their TSA service and their job descriptions

Article 30 (NEW) Election of Department Chairs and Elementary Grade Level Leads –

MDEA has an interest in the following:

- Establishing an election process for Department Chairs and elementary Grade Level Leads

*MDEA proposes status quo for all other Articles not specifically enumerated herein; however, relevant language/dates shall be adjusted to reflect the term of the negotiated Successor Agreement.

*Additionally, MDEA expects that Supplemental Compensation Schedules will be updated to reflect recently approved positions, and the BCLAD stipend will be added to the negotiated salary schedule in the Successor Agreement.