

MDUSD INITIAL PROPOSAL TOPICS FOR 2016-2019 MDEA SUCCESSOR AGREEMENT

Article 1: General Terms

- Modify contract to include Counselors as part of the bargaining unit.
- Negotiate a 3-year successor contract.
- Update contract to reflect duration of new agreement.
- Update contract to remove Home & Hospital Teachers from bargaining unit.

Article 4: Assignment/Reassignment

- In order to better meet the instructional needs of students, the District proposes eliminating the right of return for teachers reassigned at Title I Schools.

Article 5: Transfer

- Include Counselors in the list of those staff members who are assigned to a program.
- In order to better meet the instructional needs of students, the District proposes modifying contractual language to require that transfers into Title I Schools be approved by the school administrator or the appropriate Assistant Superintendent.
- In order to better meet the instructional needs of students, the District proposes eliminating the right of return for teachers transferred from Title I Schools.
- In order to better meet the instructional needs of students, the District may propose modifying other sections of this article.

Article 6: Class Size

- In order to better meet the instructional needs of students, the District has an interest in reducing class size in grades TK-3.
- The District has an interest in reevaluating the criteria for mainstreaming SDC students for more than 1/3 of the day.
- In order to prevent the inadvertent overflow of general education students caused by mainstreaming SDC students, reevaluate the 2:1 ratio when SDC students are mainstreamed for more than 1/3 of the instructional day.

Article 8: Job Share

- Change language from “Risk Management” to “Benefits Specialist” as the contact when members seek to enroll in medical, dental and vision benefits.

Article 9: Hours

- In order to better meet the instructional needs of students, the District has an interest in increasing site time and/or eliminating the 30 minute duty-free lunch from site time.
- Modify the MOU entitled “Allocating Time on Elementary Early Release Days” dated February 12, 2015 to state that with reasonable advanced notice, site principals can swap early out Wednesdays scheduled for collaboration or those subject to the teachers’ professional discretion with those dates that are principal-directed.
- Modify contract to eliminate section 9.8.2.1 which provides that unit members will be “provided an equivalent amount of prep time prior to the conclusion of the school year. The scheduling of this time shall be mutually agreed to by the site administrator and the unit member...” the current contract language is not intended to allow for the accumulation of compensatory time.
- In order to better meet the instructional needs for students, the District has an interest in exploring an increase in the number of preparation periods at Title 1 elementary schools.
- Modify language to address confusion over the phrase “site meetings of reasonable length.”
- Add language to mandate crisis intervention and response training.

Article 11: Evaluation

- Create an evaluation tool and rubric for counselors.
- Create an evaluation tool and rubric for coaches.

Article 12: Beginning Teacher Support

- Remove one-year moratorium on BTSA Coaches becoming administrators while retaining the moratorium for PAR Coaches.
- Modify the contract to state that BTSA Coaches will not work simultaneously as PAR Coaches and vice-versa.

Article 13: Peer Assistance and Review

- Update agreement to exclude Counselors from eligibility for PAR.
- Change agreement to include moratorium period that must elapse before a teacher who successfully exited the PAR Program is allowed to re-enter it.
- Update contract to include MOU entitled PAR Program Final Evaluation Tie-Breaker Procedures” dated December 19, 2015.
- In the interest of better utilizing District resources and in light of the utilization rate of the PAR program, the District proposes eliminating the program??
- Modify the contract to state that PAR Coaches will not work simultaneously as BTSA Coaches and vice-versa.

Article 14: Salary

- The District has an interest in a salary increase that allows the District to remain competitive with districts that have comparable demographics.
- The District has an interest in increasing the Supplemental Compensation Schedule (Appendix B3) to remain competitive with surrounding districts.

Article 16: Employee Benefits

- The District has an interest in a health benefits package that allows the District to remain competitive with districts that have comparable demographics.
- Update Section 16.1 entitled Dental and Vision Premium Payment Plan. Delete with a twenty dollar (\$20.00) deductible for the 12/12/24 Plan and delete as well as for those who have purchased coverage through CalPERS.
- Delete outdated language in section 16.2 re Supplemental medical benefit allowance – July 2013 November 2014 and 2015 Benefit Year.
- Add hired July 1, 2014 or later language in 16.2 under 2015 Benefit Year at the end of the last paragraph regarding proration
- Delete language in section 16.3 IRC Section 125 Plan: Flexible Spending Arrangement to delete language requiring proof of alternate coverage which is not currently required.
- Update section 16.4.1 entitled New Unit Members to reflect 60 day deadline to enroll in dental and vision benefits and clarify enrollment rules.

- Update section 16.6 entitled Leaves of Absence – Effect on Benefits to reflect the dental and vision eligibility rules of the SSICCC JPA and CalPERS eligibility rules for medical.
- Update section 16.6.2 to clarify rules in self-paying. A three-month premium is not required. However, payment to the District, in advance, is required for dental and vision benefits. Self-paid premiums for medical coverage are always sent directly to the carrier once the member receives an invoice from the carrier. No payment is made to the District for medical while on a leave.
- Update section 16.7 to clarify rules while on Family Care Leave to include the District will continue to pay the employer contribution towards medical and the member will be billed by the District for their portion.
- Update section 16.8 entitled Duration of Benefits to reflect CalPERS rules with regard to medical benefits ending July 31 if working a complete school year and in paid status on June 30 (receive a paycheck on June 30). CalPERS will not allow continuation of medical benefits through September 30 if the last day worked is in June.

Article 19: Leaves

- In order to ensure adequate unit member coverage of school sites, limit the use of discretionary days so that they cannot be used during scheduled PD, immediately before or after a District or federal holiday, when leave has already been denied, on Friday or Monday.
- District has right to request medical verification for absences less than 5 days upon a good faith belief that an employee may be abusing sick leave.
- If a unit member uses sick leave on a scheduled professional development day, then he or she must provide a doctor's note.

Article 26: Summer School

- Modify to indicate that unit members cannot take use accrued sick leave during their summer school assignment.
- Modify article to indicate that teachers do not accrue sick leave during their summer assignment.