

Reopener Agreement between
CSEA & MDUSD
March 30, 2022

ARTICLE 6 – HOURS OF WORK – STATUS QUO

ARTICLE 7 – OVERTIME – STATUS QUO

ARTICLE 24- SALARY

FOR 2019-20 SCHOOL YEAR

~~91. Status quo [no change].~~

FOR 2020-21 SCHOOL YEAR

~~92. Effective July 1, 2020, all unit members shall receive a one-time, off schedule payment of two percent (2%) effective July 1, 2020, provided each of the following occur:~~

- ~~a. The District submits to the County Office of education, and has obtained a statutory positive budget certification for the second interim MYP; and~~
- ~~b. The County Office of Education approves the increase pursuant to the statutory AB1200 process.~~
- ~~c. If each of the contingencies set forth in Section 92.a through 92.b above occur, the retroactive increase agreed to by the parties will be paid by April 15, 2021, or 45 days after the contingencies above are met, whichever is later.~~

FOR 2021-2022 SCHOOL YEAR

~~93. Effective July 1, 2021 all unit members shall receive an ongoing salary increase of **four percent (4%)** to the salary schedule and an additional **two percent (2%) one-time off schedule payment** calculated **after the** before any ongoing increase is applied. No later than 30 days after ratification of this tentative agreement, the District shall make the off-schedule payment to all unit members employed as of the date of ratification.~~

- For the 2021-2022 benefit year, the District shall pay the full cost of the Kaiser CalPers Benefit Rate increase for current CSEA members. The District will pay for CSEA unit members for the 2021-2022 school year the benefit rate increase in excess of 4%.

~~93. The Parties shall reopen pursuant to Article 39.~~

~~94. The parties shall reopen no later than date pursuant to Article 39.~~

~~95. All other contract provisions shall be closed through June 30, 2022, excluding articles identified as re-openers pursuant to Article 39.~~

[All other sections of this Article remain status quo.]

ARTICLE 25 – BENEFITS

100 Retirees

b. CalPERS Payment

The District will contribute the Minimum Employer Contribution (MEC) (\$143.0078.40 for 2021) per month directly to CalPERS for each eligible retiree for medical insurance. Pursuant to California Government code §22892 (c) this amount shall increase annually by at least five percent (5%) of the employer contribution for active employees until such time as both are equal. In addition, the District will contribute to each retiree who qualifies under §100(a), on an individual basis an amount which, when added to the annual amount, will cover the plan as provided in §100(a).

[All other sections of Article 25 are Status Quo]

ARTICLE 30 – TENTATIVE AGREEMENT

DISCIPLINE

118. Disciplinary Action Involving a Probationary Employee

a. Employee New to the District

A probationary employee may be released with or without cause during his/her probationary period. ~~Probationary employees shall be entitled to an administrative hearing before the Chief, Human Resources and, upon~~

~~request, a further review before the Superintendent or his/her designee. After the conclusion of this hearing the Board of Education may release the probationary employee.~~

- b. Employee Previously Holding Permanence in Another Position
A regular employee holding permanence in another classification shall be returned to the previous classification when released from probation without cause.

If it becomes necessary to dismiss an employee who is probationary in another classification but who has permanency in the District, the District shall follow the dismissal procedures as outlined in Article 30, Discipline.

ARTICLE 36 TRANSFER

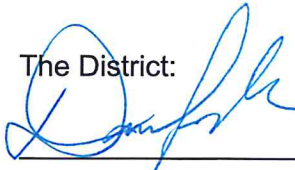
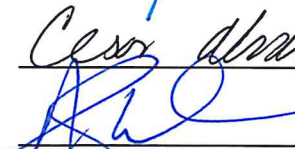
139. Definition

A transfer is a movement within the same classification from one site to another or one classroom to another. However, a "one-on-one" Special Education Assistant may be **required to** moved with the student with whom he/she is assigned and this circumstance shall not be considered a transfer. Classification is defined as the job title and number of hours assigned. In order to qualify for transfer, the applicant must hold the same job title and the same number of hours.



All other Articles in the collective bargaining agreement between the parties shall remain status quo (Current Contract Language) for the contract term.

This Agreement is subject to ratification by the MDUSD Governing Board and the CSEA membership.

The District:

 3-30-22
Cesar Alvarado 3-30-22
 3.30.22
Samantha 3.30.22

CSEA Team:

 3-30-22
 3/30/22
Viktor Pham 3/30/22

~~_____~~ 3/30/22
~~_____~~ 3/30/22
Felicia Spuckey Smith 3/30/2022

Kimberly Montano 3/30/22
~~_____~~ 3/30/22
Kimberly 3/30/22
~~_____~~
