

**MDUSD Counterproposal – 10/19/16
Two-Year Term**

Article 14 – Salary

MDUSD offers the following counterproposal relative to salary:

2016/17:

- **Salary compression to 25 years using District compression model**
 - A **5.00%** increase shall be applied to the salary schedule effective July 1, 2016
 - Effective July 1, 2016 a **1%** one time off schedule payment
 - Change Certificated Hourly Rate to \$32.00/hr.
 - Change Summer School rate to \$36.00/hr.
 - Change Standards-Based Intervention Pay to \$36.00/hr.
 - Advanced Degrees, and all similar stipends, e.g., BCLAD, National Board Certified, etc., increase by same increase applied to salary schedule moving forward

2017/18:

- A **3.00%** increase shall be applied to the salary schedule effective July 1, 2017
- Moving forward, all hourly compensation rates shall increase by same increase applied to salary schedule, rounded to the nearest dollar

Article 16 – Benefits:

During the course of the current round of bargaining, the Parties agreed in principle to administrative language changes that do not involve the District's health and welfare contributions. MDEA agrees to accept those administrative language changes that were previously agreed to in principle, and further proposes the following:

- **2017-2018 Benefit Years:** The District will pay up to 80% of the 2016 Kaiser CalPERS rate, by level, for single, employee + 1 and family plan. Moving forward, in each subsequent Benefit Year beginning in 2018, the District will adjust the District payment up to 80% of the Kaiser CalPERS rate for that Benefit Year for each applicable tier; provided that the dollar cost increase does not exceed 4 percent of the then current dollar cost. Should the dollar cost increase in any year exceed 4 percent, the District share will be calculated to include the 4 percent increase and the dollar amount over 4 percent increase shall be paid by the Employee, unless the District and MDEA negotiate a different amount. If this is the case, the District share will be less than 80% of the then current Kaiser CalPERS rate, unless the District and MDEA negotiate a different amount.
- In the event that the dollar cost increase exceeds 4 percent and District/ Bargaining unit negotiations regarding any excess percentage share begin, benefit coverage will continue. Members will not be at risk of losing coverage during these negotiations.
- Effective July 1, 2016: Unit members who work ~~between~~ 0.5 ~~–0.9 FTE~~ or more, shall be eligible for health benefits and medical in-lieu payments at the same District contribution rates as full time employees
- Effective July 1, 2016, medical in-lieu at highest rate paid for all District bargaining units moving forward (\$1,400 divided by 11 months for 2016-17 school year)
- Effective July 1, 2017, increase medical in-lieu by same percentage as applied to salary schedule moving forward rounded to the nearest dollar

Article 6 – Class Size:

- (Conceptual agreement)

Article 9 – Hours: (Conceptual agreement)

- ~~Two Staff meetings per month not to exceed one (1) hour each. Time beyond one hour paid at Certificated Hourly Rate~~
- Agree to form committee to draft contract language to address the length and frequency of site meetings. Committee to complete their work by end of 2016-17 school year
- Effective July 1, 2016, unit members shall be paid at the Certificated Hourly Rate for IEP and SST meetings which exceed site time by seventy-five (75) minutes.
- All after school supervision duties shall be scheduled within site time
- Class coverage at \$36.00 for regular periods and \$72.00 for block periods
- Elementary teachers who cover their own class during prep receive \$36.00
- Class coverage stipends to increase by the same increase applied to salary schedule effective July 1, 2017, and moving forward
- ~~List of site times posted on MDUSD web site by first instructional day (updated annually)~~
- Accept District proposal of 6/22/16 on §9.1.2.2
- Form committee to address disagreement about what constitutes a compliant fallback schedule for site schedule votes (Parties agree to have arbitrator review his decision to provide clarification if no agreement can be reached by the end of the 2016-17 school year) (We agree if we cannot agree, and if the original arbitrator cannot clarify, we will arbitrate the decision)

~~9.8.3 Each elementary teacher who has students distributed to their class due to the lack of substitute availability or other circumstance shall receive pay on the following basis:~~

- ~~\$54.00 for supervision up to 1.5 hours~~
- ~~\$108.00 for supervision between 1.5 hours and 3 hours~~
- ~~\$162.00 for supervision between 3 and 4.5 hours~~
- ~~\$216.00 for supervision in excess of 4.5 hours~~

9.8.3 “If at a TK-5 site a substitute is unavailable because of an emergency as described in §19.2.14 and the students in the uncovered class are distributed to other classroom(s), the teacher(s) shall be compensated as follows with each affected teacher receiving an allocation of money as follows: ~~divided by the number of affected teachers.~~

\$108 when all students are distributed to one (1) classroom for up to three (3) hours per day

\$216 when all student are distributed to one (1) classroom for more than three (3) hours per day

\$108 split between two teachers when students are distributed to two (2) classrooms for up to three (3) hours per day

\$216 split between two teachers when students are distributed to two (2) classrooms for more than three (3) hours per day

No less than \$50 per affected teacher if students are divided between more than two (2) classrooms for up to three (3) hours per day

No less than \$100 per affected teacher if students are divided between more than two (2) teachers for more than three (3) hours per day

Article 11 – Evaluation (Self Evaluation) – (Conceptual agreement)

Article 20 – Special Education

- (Conceptual agreement)

Article 21 – Teachers on Special Assignment

- TSA Selection Panel vetting required for all TSA positions over 0.2 FTE
- Incorporate MOU of 8/23/16 in Successor Agreement
- Incorporate conceptual language dated 9/8/16 re: TSA vetting requirements

~~Article 30 – Department Chair/Elementary Grade Level Coordinator Selection Process~~

- ~~• MDEA proposal of 1/25/16~~

Formal agreement on concepts discussed during bargaining on 9/8/16 for subgroups (SLPs, Counselors and Nurses) by end of December 2016

All other previously agreed to T.A.s shall be incorporated in 2016-18 Successor Contract

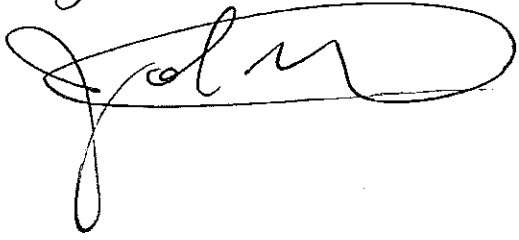
Committee to meet and discuss offering year for year credit to teachers in hard to fill positions

Committee to meet and discuss updating contract to include gender neutral language

District agrees to a “Me Too” provision on all compensation and benefits settlements in excess of MDEA’s settlement, for all other District bargaining units, including DMA.


District

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MIDEA

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