

December 5, 2016
Yellow = go to committee
MDUSD to MDSPA
Counter Proposal
2016-2019 Successor Bargaining

Tentative Agreement on below items signed:

Name: <u>[Signature]</u>	Date: <u>12/6/16</u>	Position: <u>MDSPA President</u>
Name: <u>[Signature]</u>	Date: <u>12/6/16</u>	Position: <u>CFT</u>
Name: <u>[Signature]</u>	Date: <u>12/6/16</u>	Position: <u>MDSPA Rep</u>
Name: <u>[Signature]</u>	Date: <u>12-6-16</u>	Position: <u>MDSPA Rep.</u>
Name: <u>[Signature]</u>	Date: <u>12/6/16</u>	Position: <u>MDSPA Rep.</u>
Name: <u>[Signature]</u>	Date: <u>12-6-16</u>	Position: <u>ITL Exec Director</u>
Name: <u>[Signature]</u>	Date: <u>12-6-16</u>	Position: <u>Special Education, Exec. Dir.</u>

Items to go to Committee include:

- Evaluation
- Work Materials
- Union Release time
- BHS caseload
- 2 side letters/ documents
- Side letters to be incorporated
- Maternity/Paternity

OK - agreement 11/16/16

Article XXI Post - Retirement Contract For Service

86. b. 7. The total program of contracts/stipends shall be subject to an annual expenditure limit of ~~\$4,000~~ ~~\$8,000~~ \$6000. The Board of Trustees may revise the expenditure limit upward if the committee recommends the funding of projects in excess of that level.

Go to Committee

Article V Organizational Security

10 c. The Association may designate members to conduct business during their regular workday. No such designation shall be reasonably denied. An overall total of ~~sixteen (16)~~ ~~twenty-five (25)~~ twenty three (23) days of paid leave shall be provided annually for this purpose. Such days shall not include released time provided for processing grievances or negotiating.

Article 23 Staff Development

88. Staff development

- a. The District shall provide annually ~~\$20,000~~ ~~\$40,000~~ \$30,000 for staff development activities.

- b. In addition to the funds provided under section a, any unexpended funds which were allocated for Post-Retirement Contracts, Article XXI, paragraph 7, shall be used for staff development activities.
- c. The funds identified in paragraphs a and b above shall be used for staff development activities that are consistent with the duties of the school psychologist.
- d. By ~~October 15~~ May 30th of each school year a committee including the lead psychologist and ~~of up to three~~ two school psychologists selected by the Mt. Diablo School Psychologist Association, will meet with the Executive Director of Special Education to plan professional development activities and a draft budget for the upcoming school year.
- e. By March 15th of each school year a committee including the Lead Psychologist and up to two school psychologists selected by the Mt. Diablo School Psychologist Association will meet with the Executive Director of Special Education to discuss the use of funds not expended for professional development activities for the year. All funds will be expended on activities benefiting unit members and may include additional professional development opportunities, work materials, protocols, and timesheet work although this list is not exhaustive.
- f. The funds identified in paragraphs a and b shall not be carried over from one year to the next.

OK - agreement 11/16/16
 Article 10 Unit Member Evaluation

The District agrees to allow a subcommittee to redesign the MDSPA evaluation tool. The committee shall have District representation as well as MDSPA representation. The final tool will be signed off on by both District and MDSPA representatives.

OK - agreement 11/16/16

Salary:

MDSPA proposes the following relative to salary:

2016/2017:

- Effective July 1, 2016, a 5% ongoing salary increase to the salary schedule.
- 1% off schedule payment calculated with 5% increase.

2017/2018:

- Effective July 1, 2017, a 3% ongoing salary increase to the salary schedule.

2018/2019:

- Reopeners for salary and benefits

No agreement need to cost out and wait for Me too amount-- Increase existing longevity increments from \$500 to \$1369 effective July 1 2016.

OK - agreement 11/16/16

Increase stipends for advanced degrees from \$1307 to \$1372 to have parity with MDEA.

The parties agree that if the District and other recognized exclusive representatives and unrepresented groups subsequently negotiate a total compensation increase in excess of what MDSPA is receiving under this contract, then MDSPA shall receive the same increase based on its proportional share of total compensation expenditures of the district for all employee groups. Compensation is defined as salary, benefits, cash in lieu of benefits, and days of work. This "me too" agreement shall be considered a part of the agreement for the 2016-2019 contract term only.

OK - agreement 11/16/16

Article 13 Benefits:

2017-2018 Benefit Years: Commencing with the 2017 benefit year, the District will contribute toward the cost of health insurance for each eligible full time unit member up to a maximum of 80% of the Kaiser CalPERS rate for the tier of coverage (i.e. single, two party or family coverage) selected by such unit member. Each benefit year thereafter, the District will adjust the annual maximum contribution to 80% of the Kaiser CalPERS rates applicable to such benefit year at each tier of coverage provided that the increase, if any, in such rates does not exceed 4% of the rates in effect for the previous year. Should the increase in the rates exceed the rates in effect for the previous year by more than 4%, the District will adjust its contribution by 4% and the amounts above 4% will be paid by the unit member. In the event the Kaiser CalPERS rates exceed the rates that were in effect during the previous year by more than 4%, the District contribution could be less than 80% of the Kaiser CalPERS rates effective for a particular benefit year. All premium costs that exceed the annual maximum contribution shall be paid by unit members through individual monthly payroll deductions.

- **Effective July 1, 2016** medical in lieu will be paid at highest rate paid for all District bargaining units moving forward
- **Effective July 1, 2016:** Unit members who work 50% or 20 hours per week, or more, shall be eligible for non-prorated health benefits.

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employee groups. Compensation is defined as salary, benefits, cash in lieu of benefits, and days of work. This "me too" agreement shall be considered a part of the agreement for the 2016-2019 contract term only.

Send to Committee

Article 16 School Psychologist and Behavior Health Specialist Workload

Behavior Health Specialist Workload

- Behavior Health Specialist I's assigned to a school site will maintain a caseload of no more than (Alliance) six students/ (Sunrise) six students
- Behavior Health Specialist II assigned to a school site will maintain a caseload of no more than (Alliance) eleven students/ (Sunrise) nine students
- **Need to review** Behavior Health Specialist II assigned to provide outpatient mental health services will provide no more than twenty hours per week based on full-time status.

New Article Psychologists Work Material

MDSPA has an interest in new language to ensure that psychologists have appropriate materials including testing kits and protocols to ensure work is completed within lawfully mandated timelines.