

Mt. Diablo Unified School District's Mediated Tentative Agreement with MDEA

March 3, 2014

Article 1 – Recognition

5/3/13 T.A. between the parties

Article 4 – Assignment/Reassignment

5/3/13 T.A. between the parties

Article 5 – Transfer

5/3/13 T.A. between the parties

Article 6 – Class Size

The full-time assignment for elementary music teachers shall be based on serving up to nine (9) classes per day on a regular school day, with a maximum of forty-two (42) classes per week. The full-time assignment for library teachers shall be based on serving up to nine (9) classes per day on a regular school day, with a maximum of forty-two (42) classes per week. Staff may exercise flexibility in scheduling the classes to account for variations in the instructional day during the week, not to exceed the weekly maximums stated above.

Article 7 – Work Year

5/24/13 T.A. between the parties

7.1.2 For returning unit members, three (3) non-student days. Effective July 1, 2014, this article is amended to read as follows:

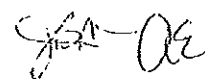
7.1.2 For returning unit members, five (5) non-student days.

7.1.3 For unit members new to the District, five (5) non-student days. Effective July 1, 2014, this article is amended to read as follows:

7.1.3 For unit members new to the District, seven (7) non-student days.

Article 9 – Hours

By the end of the 2013-2014 school year, the District will determine which sites, if any, are not including the thirty minute duty free lunch within site time. By the end of the 2014-2015 school year, the District will ensure that all sites have a thirty minute duty free lunch included within required site time beginning with the 2015-2016 school year.



Article 12 – Beginning Teacher Support

5/24/13 T.A. between the parties.

Article 13 – Peer Assistance and Review and Pilot Program RE Selection for TSA Eligibility List

6/12/13 T.A. between the parties

Article 14 – Salaries

14.1 Salary Increases

2013-2014: Effective July 1, 2013, a 3% ongoing increase to the salary schedule.

2014-2015: A 2% ongoing increase to the salary schedule effective at the midpoint of the work year. (Example: Teachers on the 10 month calendar will see 5 checks at the old pay rate and 5 checks at the new pay rate effective with the February 2015 pay cycle.)

2015-2016: A 4% ongoing increase to the salary schedule effective at the midpoint of the work year. (Example: Teachers on the 10 month calendar will see 5 checks at the old pay rate and 5 checks at the new pay rate effective with the February 2016 pay cycle.)

Article 16 – Employee Benefits

16.2 Supplemental Medical Benefit Allowance will continue status quo through the 2014 medical benefit year with the exception of Article 16.2.4 (“Difference” payment) which sunsets at the conclusion of the 2013 benefit year. Effective with the 2015 medical benefit year, this section is replaced with the following section:

16.2 Medical Benefits

2015 Benefit Year:

- District medical benefits fully paid up to the single or two-party 2010 Kaiser capped rates for all full-time MDEA members choosing to take District health benefits, effective 1/1/2015 as defined below:
 - Single (employee only): Employees may choose any District offered medical plan. The District’s contribution shall be capped at the 2010 Kaiser Single Rate of \$532.56 per month (\$6,390.72 per year).
 - Two-party (employee + 1): Employees may choose any District offered medical plan. The District’s contribution shall be capped at the 2010 Kaiser Two-party Rate of \$1,065.12 per month (\$12,781.44 per year).

- Family (employee + 2 or more): Employees may choose any District offered medical plan. The District's contribution shall be capped at the 2010 Kaiser Two-party Rate of \$1,065.12 per month (\$12,781.44 per year).
- For those members eligible for but not taking medical benefits, cash in-lieu of \$100 per pay month per FTE, effective 1/1/2015. This equates to \$700 during the 2014-2015 school year and \$1,000 annually thereafter.
- Teachers must work at least 0.5 FTE to be eligible for medical benefits or cash in-lieu payment.
- The District's contribution for medical benefits or cash in-lieu payment for any teacher working at least 0.5 FTE but less than 1.0 FTE shall be prorated based on the percentage of employment.

2016 Benefit Year:

- District medical benefits fully paid up to the single, two-party or three-party 2010 Kaiser capped rates for all full-time MDEA members choosing to take District health benefits, effective 1/1/2016 as defined below:
 - Single (employee only): Employees may choose any District offered plan. The District's contribution shall be capped at the 2010 Kaiser Single Rate of \$532.56 per month (\$6,390.72 per year).
 - Two-party (employee + 1): Employees may choose any District offered plan. The District's contribution shall be capped at the 2010 Kaiser Two-party Rate of \$1,065.12 per month (\$12,781.44 per year).
 - Family (employee + 2 or more): Employees may choose any District offered plan. The District's contribution shall be capped at the 2010 Kaiser Three-party Rate of \$1,384.66 per month (\$16,615.92 per year).
- Cash in-lieu, eligibility, and proration provisions for benefits will continue going forward as established for the 2015 benefit year.

Article 19 – Leaves

Modify Section 19.3.4.1 to read as follows:

19.3.4.1 After all accumulated sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the unit member shall receive the difference between his/her own salary and the amount which was, or would have been paid to a substitute, had one been employed, up to a total of five (5) school months in accordance with the regular daily and long-term substitute teacher rates, without regard to the experience schedule and retiree schedule as delineated in Appendix L.

19.3.4.2 For teachers at schools with a SIG schedule and a correspondingly longer day, the substitute rate shall be 8/7 of the regular daily and long-term substitute rates rounded up to the nearest half dollar, as delineated in Appendix L.

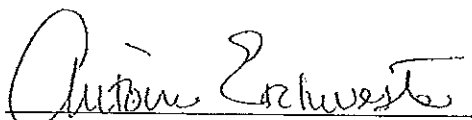
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The maternity pamphlet referenced in 19.7.3 will be added as Appendix M to the contract.

19.24 Catastrophic Sick Leave Bank - 6/12/13 T.A. between the parties.

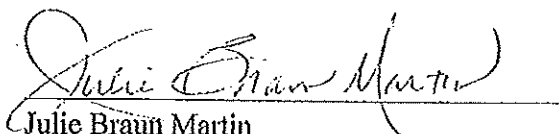
Agreed to this 3rd day of March, 2014.

For MDEA:

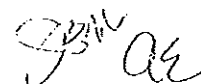


Antoine Etcheveste
MDEA Negotiations Team Leader

For the District:



Julie Braun Martin
Assistant Superintendent, Personnel Services



Appendix L

Substitute Teacher Daily Rates for Calculation of Differential Pay

****NOTE:** These rates are not subject to negotiation and will change as the Board of Education makes adjustments to the Substitute Teacher Daily Rate Salary Schedule.**

Salary Schedule effective for the 2013-2014 Fiscal Year
(Effective November 21, 2013)

Regular Daily and Long Term Substitute Differential Rates:

Absences of 1-5 days	\$ 97.50 per day
Absences of at least 6 days but less than one semester	\$109.50 per day
Absences of a full semester or longer	\$138.50 per day

School Improvement Grant (SIG) Substitute Differential Rates:

Absences of 1-5 days	\$111.50 per day
Absences of at least 6 days but less than one semester	\$125.50 per day
Absences of a full semester or longer	\$158.50 per day

