

**Mt. Diablo Education Association  
Initial Proposal for 2013-14 Successor Agreement  
With  
Mt. Diablo Unified School District**

**Article 1 – Agreement**

MDEA has an interest in modifying Article 1 as follows:

- Adding Transitional Kindergarten and Home and Hospital teachers to Section 1.3.3
- Negotiating a one-year successor Agreement covering the 2013-14 school year only.

**Article 4 – Assignment/Reassignment**

- MDEA has an interest in ensuring that members who are required to change classrooms at their current site, or between sites, be provided paid time and District assistance to facilitate the move to their new classrooms.

**Article 5 – Transfer**

- MDEA has an interest in including Elementary P.E. teachers on the list of “program” teachers in section 5.10.1.

**Article 6 – Class Size**

MDEA has an interest in modifying Article 6 as follows:

- Ensuring that elementary combination classes do not exceed “critical” class size limits, per Section 6.1.1.
- Limiting the number of Special Day Class students that may be integrated into general education classrooms at K-5 schools, and paying impacted teachers for each additional SDC student who is mainstreamed by subject area, when such mainstreaming results in exceeding “critical” class size levels.
- Memorializing a staffing formula for elementary music, P.E. and librarians to standardize the number of classes which may be served to effect a unit member’s full time assignment.
- Ensuring that all teachers whose class size exceeds “critical” level receive a stipend for each additional student up to the current “maximum” class sizes listed in Section 6.1.1.
- Ensuring that secondary general education classrooms which contain more than three (3) special needs students do not exceed “critical” levels, as listed in current Agreement.

**Article 7 – Work Year**

MDEA has an interest in modifying Article 7 as follows:

- Ensuring that teachers are provided one full uninterrupted day for classroom preparation, prior to the arrival of students, which is included in the required 183 day work year.
- Ensuring that teachers who are new to the district be paid at the certificated hourly rate for the two (2) additional workdays that are not required of returning teachers.

- Rewriting the remainder of Article to reflect required instructional days, district's discretion on the use of remaining pre-service day(s) and a negotiated 2013-14 calendar.

### **Article 9 – Hours**

MDEA has an interest in modifying Article 9 as follows:

- Ensuring that teachers who have voted to adjust their site schedule may also vote to revert to an unmodified schedule if a majority of teachers at the site believe student and teacher needs are not being met under the adjusted schedule.
- Modifying the language in Section 9.6.1 to memorialize the long-standing past practice that teachers' required site time is inclusive of a 30 minute duty-free lunch.
- Increasing weekly prep time for grades K-3 elementary teachers to equal the weekly prep time for teachers in grade 4-5 assignments, unless primary class sizes are reduced to a ratio of 24 to 1 or less, per the Governor's 2013-14 budget proposal.

### **Article 12 – Beginning Teacher Support**

- MDEA has an interest in modifying Section 12.4.6, to bar BTSA/PAR coaches from assuming an administrative position in MDUSD for a period of two (2) years, following their term as a PAR and/or BTSA Coach.

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

MDEA has an interest in modifying Article 13 as follows:

- Ensuring that all PAR participants shall receive two (2) full years of coaching assistance from PAR unless the participant exits PAR after the first year of assistance with a "Meets Expectations" or higher rating.
- MDEA has an interest in determining the annual financial impact of the PAR program on the general fund, as equated to the cost of 1% for the MDEA bargaining unit.

### **Article 14 – Salaries**

MDEA has an interest in modifying Article 14 as follows:

- Negotiating a compensation increase which improves our comparability with surrounding unified districts
- Compressing the number of years required to reach the schedule maximum to the average number of years for surrounding unified districts.
- Increasing the stipends in the Supplemental Compensation Schedule (appendix b-3 in the 2012-13 Agreement) and reviewing the allocation of these stipends to increase flexibility.

### **Article 16 – Employee Benefits**

- MDEA has an interest in increasing the Supplemental Medical Benefits Allowance, per Section 16.2.3, in an amount sufficient to offer a CalPers Kaiser single health plan with no employee out-of-pocket expense.

## **Article 18 – Travel**

MDEA has an interest in modifying Article 18 as follows:

- Ensuring that mileage forms are provided to any employee whenever they are required to report to work in a location other than their regularly assigned site(s), and that such mileage reimbursement not be charged to individual site budgets.
- Ensuring that the IRS rate referenced in Section 18.1 is adjusted on January 1<sup>st</sup> of each year.

## **Article 19 – Leaves**

MDEA has an interest in modifying/clarifying Article 19 as follows:

- Incorporating the difference pay rates, adopted by the Board of Trustees and communicated in the November 26, 2012 Interoffice Memorandum in this regard, in Section 19.3.4.1 of the Agreement.
- Clarifying sections 19.13.2 and 19.13.3 around Professional Conference Leave.
- Jointly producing the comprehensive packet referenced in Section 19.7.3, describing “... pregnancy and maternity benefits provided under the Agreement and the law.”
- Reducing the number of sick leave days which a member must have in order to be eligible to join the Catastrophic Sick Leave Bank

**\*The Association proposes “status quo” on all other articles not specifically enumerated herein, except where dates must be changed to be consistent with a 2013-14 Agreement between the parties.**

**MDEA/CTA/NEA**