

**Mt. Diablo Education Association (MDEA)
Initial Proposal for a 2010-13 Successor Contract
with
Mt. Diablo Unified School District (MDUSD)**



Article 1 – Agreement – MDEA proposes a successor contract term from one (1) to three (3) years. MDEA has an interest in including certificated pre-school teachers under §1.3.3 – Recognition, should the Board approve implementation of a district pre-school program.

Article 2 – Organizational Security – MDEA proposes status quo.

Article 3 – Grievance – The Association has an interest in modifying existing grievance forms (appendices E-1 and E-2) to accommodate a grievance being filed, or responded to, at either step 1 or step 2, as appropriate, and in accordance with current contract language. The Association has a further interest in establishing that a Step II grievance will automatically exist on the first day following the expiration of the class size balancing period described in §6.4, when AERIES attendance records indicate that enrollment in a given classroom, section or program exceeds established maximum contractual limits.

Article 4 – Assignment/Reassignment – MDEA proposes status quo.

Article 5 – Transfer – MDEA proposes status quo.

Article 6 – Class Size – The Association has an interest in temporarily implementing an average stipend for teachers who choose to exceed contractual class size maximums, as per §6.1.3.4, by up to two (2) students, in emergency situations, and that participating teachers be paid for these additional student contacts. This flexibility is being offered as a cost savings measure to the district during the current fiscal crisis.

Article 7 – Work Year – The Association has an interest in ensuring that all bargaining unit members receive annual STRS service credit for each year worked that is commensurate with their percentage of employment with the district. Furthermore, it is the Association’s interest that teachers be compensated at their per-diem rate for any extended day or extended work year resulting from a valid schedule modification vote, or through impact bargaining when state or federal requirements require such workday or work year extensions.

Article 8 – Job Shares – The Association has an interest in reworking the entire Job Share Article to address the myriad complications which have arisen relating to timelines, layoff/rehire requirements, job share dissolutions and other issues which conflict with current contract language and/or Education Code requirements.

Article 9 – Hours – The Association has an interest in modifying §9.2 to establish an annual allotment of extra duty hours to which teachers may be assigned, the use of which shall at the discretion of site or district level managers. The Association is further interested in ensuring that teachers receive pay for hours which exceed the annual extra duty hour allotment. To ensure that the district does not incur additional costs for extra duty hours which exceed the annual allotment, MDEA has an interest in temporarily eliminating some of the additional duties listed in §9.2. Additionally, the Association has an interest in ensuring that unit members’ workload expectations are maintained at or below current levels, through implementation of a “workload neutrality” MOU with the district. MDEA is also interested in ensuring that elementary preparation time continues to be covered by music, library and P.E. teachers.

Article 10 – Safety – MDEA proposes the elimination of §10.8, Specialized Health Care, in its entirety, with remainder of article at status quo.

Article 11 – Evaluation - MDEA has an interest in modifying this article to make teacher evaluation more evidence-based and relevant to teachers’ professional practice.

Article 12 – Beginning Teacher Support – MDEA proposes status quo.

Article 13 – Peer Assistance and Review – MDEA has an interest in expanding the responsibilities of the PAR Panel to include reviewing the qualifications for TSA candidates, and making hiring recommendations to the Board based on the Panel’s review.

Article 14 – Salaries – MDEA has an interest in reaching agreement on a compensation side letter that assists the district in meeting its projected financial obligations, while providing the potential for increased compensation for MDEA bargaining unit members over the term of the agreement, should the district’s financial health exceed current projections. It is the Association’s intent that the 2007-10 salary schedule be reinstated prior to the expiration of any compensation side letter on which the parties may reach agreement. The Association has a further interest in the district extending a retirement incentive to eligible senior teachers to reduce overall staffing costs and to help preserve the district’s financial solvency. MDEA is interested in increasing the certificated hourly rate in §14.5.1.1, as well as after school intervention hourly rates, to levels more competitive with surrounding districts.

Article 15 – Payment for Non-Teaching Duties – MDEA proposes status quo.

Article 16 – Employee Benefits – MDEA proposes that the district contribution for medical benefits listed in §16.2, Supplemental Medical Benefits Allowance, be increased at the same average percentage of any increase granted all other district bargaining units for medical coverage for each year of the term of the agreement.

Article 17 – Property Damage – MDEA propose status quo.

Article 18 – Travel – The Association has an interest in modifying this article ensure that administrators will supply mileage reimbursement sheets to teachers who use their own vehicle for any of the purpose(s) described in §18.1.1- 18.1.3.

Article 19 – Leaves of Absence – MDEA proposes that section §19.6, Personal Necessity, be modified to include employees accessing up to three (3) days for Personal Business within the (10) day allotment of accumulated sick leave currently available for Personal Necessity. The Association has a further interest in establishing that the Association Vice President, or one (1) other officer of the Association’s choosing, be released under the same terms and conditions afforded the Association President, pursuant to §19.12.

Article 20 – Special Education – MDEA proposes status quo.

Article 21 – Teachers on Special Assignment – MDEA proposes status quo.

Article 22 – Retirement Plans & Retiree Health/Dental Benefits – MDEA proposes status quo for this article.

Article 23 – Personnel Files – MDEA proposes that §23.5.1 – Complaints, be modified to ensure that employees are able to determine whether representation is necessary, per EERA, prior to an administrator taking action relative to a complaint or criticism which has been leveled against the employee,

Article 24 – Effects of Layoff – MDEA proposes status quo.

Article 25 – Professional Development Advisory Committee – MDEA proposes status quo.

Article 26 – Summer School – MDEA is interested in increasing the hourly rate for Summer School in §14.5.2.1, to a level that is more competitive with surrounding districts. MDEA is further interested in ensuring that, when it becomes necessary to cancel approved summer school jobs, teachers are retained for remaining positions based on their district seniority.

Article 27 – Discipline Short of Dismissal – MDEA proposes status quo.

Article 28 – Faculty Advisory Council/Faculty Senate – MDEA proposes status quo.

Article 29 – Academic Freedom – MDEA proposes status quo.