

**MANTECA UNIFIED SCHOOL DISTRICT
AND MANTECA EDUCATORS' ASSOCIATION
2018-19 NEGOTIATIONS**

TENTATIVE AGREEMENT

Adult Education

April 1, 2019

The Manteca Unified School District and Manteca Educators' Association enter into this Tentative Agreement on April 1, 2019, to conclude negotiations for the 2018-19 school year, subject to ratification by the Association's membership and approval by the District's Board of Trustees. All Adult Ed certificated employees employed July 1, 2018 forward shall be covered by this agreement. The Association and District negotiations team agree to actively support ratification and approval of this Agreement. The Parties agree as follows.

(1) Article X Salary:

A. A onetime off salary schedule payment of 8%. Those employees who only worked part of the year will be prorated to the percentage of year they actually worked. All certificated employees employed July 1, 2018 forward shall be covered by this agreement.

B. The Parties agree to a salary increase of 85% of "Funded Cost of Living Adjustment (COLA)" percentage upon adoption of the State budget for the last year of their current contract (2019-20 school year), and during the term of a new three-year contract for 2020-21 through 2022-23 effective on July 1, 2020.

"85% of Funded COLA percentage" calculation:

$0.85 \times \text{State funded COLA} = \% \text{ (percent) change to salary schedule}$

If the bargaining unit's 85% of funded COLA percentage is more than 2%, 2% will be applied towards salary with the remainder applied towards health and welfare benefits, any retro for health and welfare benefits will be cash in lieu. If the bargaining unit's portion of funded COLA is 2% or less, the entire percentage will be applied to Salary.

Funded COLA percentage is defined as:

Example of 85% of State Funded Projected COLA* Percent: $3.46\% \times .85 = 2.94\%$

2019-20	2020-21	2021-22	2022-23
$3.46\% \times 85\% = 2.94\%$	$2.86\% \times 85\% = 2.43\%$	$2.92\% \times 85\% = 2.48\%$	$2.90\% \times 85\% = 2.47\%$

**COLA will be verified annually upon the State Adopted Budget.*

C. The District and MEA agree to the following stipulations for reopeners if changes occur to the budget:

1. Given that MEA unit members are approximately 52% of the general fund operating budget:
 - a. If the District receives extra monies to the LCFF Base Grant above the projected COLA, MEA's net fair share of total compensation will be 52%. Both parties recognize Fair Share to equate to a zero sum budget that takes into consideration extra cost the District has to incur each year above the prior year's expenditure in the process of doing the District's business such as increases from one year to the next in the areas of special ed, additional FTE due to growth, and STRS increase.
 - b. As part of the 52% of fair share described in the above paragraph, If District receives an increase to the LCFF Base Grant of at least \$435 in ADA in addition to the projected COLA, stipends for extra salary provisions and extended work year will be increased \$1,000 beginning in 20/21.
 - c. If the dollar amount that MEA is to receive in section a is below 1% of salary cost, parties agree to apply the dollars to HWB for members. Additionally, If the General Fund contribution exceeds \$32 million to Special Education, both parties agree to re-negotiate.
2. If reductions to LCFF base grant funding is more than 3% parties agree to renegotiate.

D. Starting in 2019-20 school year the following will apply:

1. PAR support providers hourly rate will be changed from \$40.00 to the following formula $H7/186/8$ which currently equates to \$48.49.

(2) Article XVII PAR:

1. The following will be amended in the current contract language:
 - a. Amended the Peer Assistance and Review Activity Log to include a signature for the participating member
 - b. Amend Sample Annual Report From Peer Assistance Joint Panel to reflect added language to contract of:
 - i. A reference will be added regarding referred participants completing the PAR Program or continuing on in the program.
 - ii. A reference will be added regarding voluntary participants completing the PAR program or continuing on in the program. No names will be used in this section only the numbers.
 - iii. All Consulting Unit Member records of the Participating Unit Member will be destroyed three months after completion of PAR.

(3) Article XI Health and Welfare Benefits:

Health and Welfare Benefits

The Parties agree to a salary increase of 85% of “Funded Cost of Living Adjustment (COLA)” percentage upon adoption of the State budget for the last year of their current contract (2019-20 school year), and during the term of a new three-year contract for 2020-21 through 2022-23 effective on July 1, 2020.

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(4) Waivers:

Waivers

The following process will be adhered to by both parties:

1. Waivers created with Principal and teacher committee and electronic submission of waivers to Senior Director and MEA by January 31st
2. Waivers submitted to MEA for final approval by February 14th
3. Waivers submitted to Superintendent by February 21st
4. Waivers submitted back to Senior Director by March 1st
5. Senior Director gives back to Principal to establish vote 1st week in March and results turned into District and MEA by 2nd week in March
6. If spring break falls during March deadlines all timelines will be moved up one week
7. If due dates fall on weekend or holiday the due date will default back to last working day before the holiday or weekend

(5) In addition to the foregoing, the Parties agree to Amend Article I- Agreement as stated below

4. Reopeners

For the July 1, 2017-June 30, 2020 Adult Ed. Master Agreement and the July 1, 2020-June 30, 2023 successor Adult Ed. Master Agreement, both the District and the Association agree to reopen negotiations with two articles of their choice of this agreement with the exception of Salary and Health and Welfare Benefits. For the July 1, 2020-June 30, 2023 successor Adult Ed. Master Agreement, the

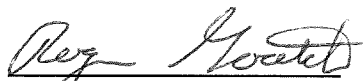
District and the Association agree to reopen all articles with the exception of Salary and Health and Welfare Benefits of this agreement. In addition, other articles may be reopened during the term of this agreement by mutual consent of both parties. Furthermore, the parties agree to confirm any additional articles required to be changed due to mutually agreed upon changes in reopened articles.

(6) Completion of Bargaining

1. Within 30 calendar days of the ratification by the Association and approval by the Board of this Tentative Agreement the parties shall meet to review the contract and make modifications to conform with the Tentative Agreement.
2. Unless specifically addressed above the contract language shall remain status quo.
3. Unless otherwise specified the effective date for each term above shall be upon ratification by the Association and approval by the Board.

July 1, 2017-June 30, 2020 Adult Ed. Master Agreement

FOR THE DISTRICT:

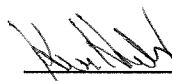


Roger Goatcher
Deputy Superintendent

FOR THE ASSOCIATION:



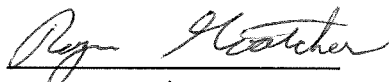
Ken Johnson, President
Manteca Educators' Association



Kris Hensley, Bargaining Chair
Manteca Educators' Association

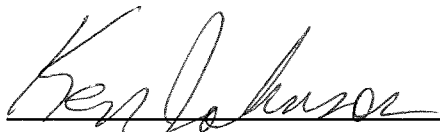
July 1, 2020-June 30, 2023 successor Adult Ed. Master Agreement, effective July 1, 2020

FOR THE DISTRICT:



Roger Goatcher
Deputy Superintendent

FOR THE ASSOCIATION:



Ken Johnson, President
Manteca Educators' Association



Kris Hensley, Bargaining Chair
Manteca Educators' Association