

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

TENTATIVE AGREEMENT

March 25, 2019

The Manteca Unified School District and Manteca Educators' Association enter into this Tentative Agreement on March 25, 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 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 XI Hours:

The parties agree to increasing the number of District directed minimum days at the Elementary level to a total of thirteen (13). There will be one additional minimum day on the last Wednesday in August, September and January for a total of three additional minimum days. The District agrees that sites will only hold one school staff meeting either before or after school in the month that there is one of these minimum days. The purpose for the minimum day meetings will be exclusively for professional learning activities which could include teacher collaboration, cross curricular collaboration, vertical articulation, or professional learning communities.

(2) Article XII 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. School Psychologist ratio will be increased by 1.5% from 15% to 16.5% and an increase by 1 day to the total number of days a psychologist works moving from 190 to 191.
2. PAR support providers hourly rate will be changed from \$40.00 to the following formula $H7/186/8$ which currently equates to \$48.49.
3. High School teachers who substitute on their prep period will receive student contact rate, currently $E5/186/8$.
4. Cheerleading stipend will be increased .34% for the first season and then .33% each season their after, for a total of 1% for the entire year.

5. A stipend will be added to the master agreement for Manteca Day School Teachers. The stipend amount will be \$1,200 for the year. This will provide compensation for MDS teachers who are not allowed to flex minimum days and will also provide an incentive for recruitment and retention of teachers at the school site.

(3) Article XIII 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.

(4) Article XV 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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**COLA will be verified annually upon the State Adopted Budget.*

(5) Article XXIX 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

(6) Side Letters

1. Grade Span Adjustment letter amended

The current GSA letter dated June 16, 2017 will be amended to freeze the current class sizes of 24-1/Kinder and 26-1/1-3 grades from the July 1, 2017-June 30, 2020 Master Agreement through the July 1, 2020-June 30, 2023 successor Master Agreement.

2. Perfect attendance bonus (create new side letter)

A side letter will be written to create a \$300 incentive for perfect attendance for teachers concluding the 2019-20 school year. The term of the side letter will be one year from July 1, 2019 to June 30, 2020. At the end of the year data will be reviewed by MEA and the District to determine its effectiveness to encourage better attendance with certificated staff.

3. Settlement Agreement

The current settlement agreement dated January 30, 2019 will be adhered to and language incorporated as stated in agreement.

4. Increase the window for unit members to be considered for transfer request by one week.

(7) 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 Master Agreement and the July 1, 2020-June 30, 2023 successor 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 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

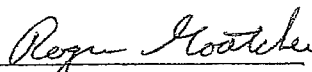
parties. Furthermore, the parties agree to confirm any additional articles required to be changed due to mutually agreed upon changes in reopened articles.

(8) 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.

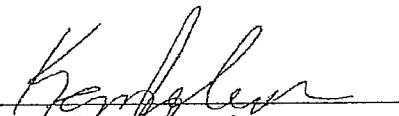
July 1, 2017-June 30, 2020 Master Agreement

FOR THE DISTRICT:

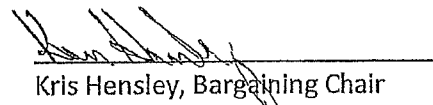


Roger Goatcher
Deputy Superintendent

FOR THE ASSOCIATION:



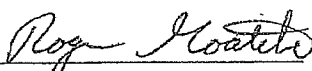
Ken Johnson, President
Manteca Educators' Association



Kris Hensley, Bargaining Chair
Manteca Educators' Association

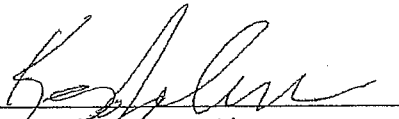
July 1, 2020-June 30, 2023 successor Master Agreement, effective July 1, 2020

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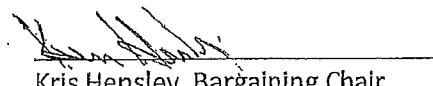


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