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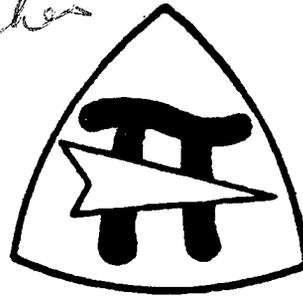
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CONTRACTUAL AGREEMENT

July 1, 2001 through June 30, 2004



between



1,750
teachers

MT. DIABLO UNIFIED SCHOOL DISTRICT

and

MDEA/CTA/NEA

Mt. Diablo Education Association

California Teachers Association

National Education Association

191 pages

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ARTICLE 1

Agreement – General Terms

1.1. Agreement

This bilateral and binding Agreement between the Board of Education of the Mt. Diablo Unified School District (hereafter DISTRICT) and the Mt. Diablo Education Association/California Teachers Association/National Education Association (hereafter ASSOCIATION) has been reached through "meeting and negotiating" as defined by §3540.1(h) of the Government Code.

1.2. General Definitions

Except as otherwise specified, the following definitions control the meaning of these terms when used in this Agreement.

- 1.2.1 "Daily rate" or "daily rate of pay" means the unit member's annual salary divided by the number of days of required service during the year under the terms of this Agreement.
- 1.2.2 "Day" means a calendar day.
- 1.2.3 "Immediate family" means husband or wife, mother or father, sister or brother, son or daughter, son-in-law or daughter-in-law, brother-in-law or sister-in-law of the employee or the employee's spouse; grandchild of the employee or of the employee's spouse; grandmother or grandfather of the employee or of the employee's spouse; uncle or aunt of the employee or of the employee's spouse; niece or nephew of the employee or of the employee's spouse; or any resident of the immediate household.
- 1.2.4 "Unit member" means any employee covered by this Agreement. However, reference will be made to specific unit members; i.e., teachers, librarians, nurses, etc., as the context requires.
- 1.2.5 "Work day" means a day when the administrative offices of the District Office are open for business.

1.3. Recognition

- 1.3.1 Pursuant to Chapter 10.7 (commencing with §3540) of the Government Code, the District recognizes the Association as the exclusive representative of the teachers' unit.
- 1.3.2 The teachers' unit includes the following employees:

1.3.3. All temporary, probationary and permanent certificated employees in these positions:

- 1.3.3.1. Audiologists
- 1.3.3.2. Classroom Teachers
- 1.3.3.3. Librarians
- 1.3.3.4. Nurses
- 1.3.3.5. Peer Coaches
- 1.3.3.6. Program Enrichment Personnel
- 1.3.3.7. Reading Specialists
- 1.3.3.8. Resource Specialists
- 1.3.3.9. Speech Therapists
- 1.3.3.10. Teachers in Special Education Programs
- 1.3.3.11. Teachers on Special Assignment
- 1.3.3.12. Traveling Teachers
- 1.3.3.13. Work Experience Education Staff

1.4. Coverage

1.4.1. This Agreement applies exclusively to all employees in the teachers' unit.

1.5. Application

1.5.1. This Agreement shall supersede District Policies and Procedures to the extent that the subject matter of such policies and procedures are covered to any extent by this Agreement.

1.6. Savings Clause

1.6.1. If any provisions of this Agreement should be held invalid or outside the scope of bargaining by operation of law or by the final judgment of any court of competent jurisdiction, or by an unappealed decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby.

1.6.2. In the event of such invalidation, upon request by either party, the parties agree to meet and negotiate in an effort to arrive at a replacement for such provision, within ten (10) days, insofar as such provision remains within the scope of bargaining.

1.7 Term

1.7.1 This Agreement shall remain in full force and effect through June 30, 2004.

1.8 Re-opener and Successor Negotiations

1.8.1 Re-opener Negotiations: The Association and the District may re-open negotiations for the third year of this agreement (2003-04) over the following articles:

- 14 – Salaries (including Appendices A & B)
- 15 – Payment for Non-Teaching Duties
- 16 – Employee Benefits

The Association and the District shall present re-opener proposals no later than March 6, 2003.

1.8.2 Successor Negotiation – The Association and the District shall present proposals for a Successor Agreement no later than March 6, 2004.

1.9 Continuous Bargaining

1.9.1 PREMISE: Maintenance and enhancement of a cooperative and constructive relationship between the Association and the District benefits students. A multiyear negotiated Agreement furthers this purpose; however, both parties must also be free to raise concerns during the term of the Agreement with the understanding that they will be addressed in good faith by all parties. Since MDEA and the District enjoy the relationship described herein, the parties agree to meet and negotiate over issues which arise during the term of this Agreement, subject to the following conditions:

1.9.2 These negotiations may be over any subject within the scope of negotiations, except for compensation and compensation-related matters or other subjects specifically excluded by the Agreement. However, continuous bargaining sessions may be used to provide the parties with district budget status updates.

1.9.3 The parties agree to schedule at least two (2) sessions per month (excluding December, July and August) in each of the three years of this Agreement. The parties may schedule additional or fewer sessions upon mutual agreement.

- 1.9.4 Any contract modifications must be bilateral in nature (i.e., mutually agreed to), and the parties shall not have recourse to the impasse procedures contained in the E.E.R.A (Gov. Code, § 3540 et seq.), unless mutually agreed to.
- 1.9.5 Matters, which have been agreed upon, shall be accumulated on a quarterly basis and ratified by each party in conformance with legal and organizational requirements prior to implementation of any changes.
- 1.9.6 The Agreement shall be maintained in loose-leaf binders to allow for the addition of changes generated pursuant to this Article. The parties shall share the cost of producing and distributing the Agreement and updates as follows:
 - 1.9.6.1. The District shall be responsible for the printing of the Agreement and all updates. MDEA will distribute the contract and updates to its unit members.
 - 1.9.6.2. The Association will provide binders to all MDEA representatives, Executive Board members, one for each faculty room (MDEA will update), each site administrator, and each Office Manager.
 - 1.9.6.3. The District will distribute the contract and updates to all administrators.
- 1.9.7. Prior to the end of each session, the parties shall agree upon the subject matter intended to be discussed at the next session.
- 1.9.8. All negotiations conducted under this article shall comply with public notice ("sunshining") requirements contained in Government Code § 3547, subdivision (d).
- 1.9.9. Nothing herein shall preclude legitimate recourse through the contractual grievance process contained in Article 3 of this Agreement.

ARTICLE 2

ORGANIZATIONAL SECURITY

2.1. Maintenance of Membership

- 2.1.1 Employees who are members of the Association and have authorized, or who may authorize in the future, deductions of their Association dues initiation and/or assessment fees, shall have such dues and fees deducted from July 1, 1998 through expiration of Agreement.

2.2. Service Fee

- 2.2.1 Unit members who are not members of the Association shall pay a service fee equivalent to annual unified Association dues. Nonmembers shall pay the service fee in the same manner as membership. Such payment of a service fee shall be in effect from July 1, 1998 through expiration of Agreement. The Association may notify the District if a service fee payer is delinquent in direct payment to the Association, and the District shall begin automatic payroll deduction of the service fee for the remainder of that school year.

2.3. Religious Exemption

- 2.3.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall file a declaration to that effect with the Association and District and shall not be required to join or financially support the Association except that he/she shall pay, in lieu of a service fee, sums equal to such service fees to a non-religious, nonlabor-organization charitable fund exempt from taxation under 501 (c) (3) of Title 26 of the Internal Revenue Code.
- 2.3.2 Religious objectors may choose from one of the following qualifying organizations as the recipient of their contributions:
- 2.3.2.1. Children's Hospital, Oakland
 - 2.3.2.2. Diablo Valley Scholarships
 - 2.3.2.3. Child Abuse Prevention Council

2.3.3 Religious objectors shall make a contribution equivalent to annual unified Association dues and shall do so in the same manner as membership. Such payment of contribution shall be in effect from July 1, 1998 through expiration of Agreement. The Association may notify the District if a service fee payer is delinquent in providing proof of direct payment to one of the qualifying organizations above by October 15 of each year, and the District shall begin automatic payroll deduction of the contribution.

2.4. Remittance of Dues

2.4.1 Amounts deducted pursuant to §2.2 and §2.3 shall be remitted promptly to the Association with an alphabetical list of the employees from whom deducted.

2.5. Hold Harmless

2.5.1 The Association shall indemnify, defend, and hold harmless the District, against any court action and/or administrative action before Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

2.5.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in §2.5 shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 3
GRIEVANCE PROCEDURE

3.1 Grievance Definitions

- 3.1.1 The following definitions control the meaning of the terms as used in this procedure.
- 3.1.2 "Grievance" means a complaint of one or more unit members that they have been adversely affected by a violation, misapplication, or misinterpretation of this agreement.
- 3.1.3 "Grievant" means the Association, unit member or unit members filing the grievance.
- 3.1.4 "Immediate supervisor" means the person designated in the statement of Duties and Responsibilities of Certificated Personnel.

3.2 Grievance Form

- 3.2.1 A form for submitting a formal grievance shall be designated by mutual agreement of the Association and the District. The Grievance Form is included in Appendix E to this Agreement.
- 3.2.2 Grievance Forms shall be provided by the District and supplied to the Association.
- 3.2.3 It is the responsibility of the Association representative at each site to notify unit members of the location of the Grievance Forms.

3.3 Time Limits

- 3.3.1 Each person involved in a grievance shall act so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended. All time limits herein shall consist of workdays except that when a grievance is submitted on or after May 1, the time limits shall consist of calendar days. Failure at any step of this procedure to communicate the decision on a grievance within the specified limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time

limits shall be deemed an acceptance of the decision. The days are counted in a time period commencing with the day following the action.

3.4 Service

- 3.4.1 Decisions and appeals shall be served by personal service or by the District's mail or U.S. mail. If served by the District's mail or U.S. mail, two (2) days shall be added to the time in which the action must be taken and the decision or appeal shall be deemed served at the end of the extended period.

3.5 Presentation

- 3.5.1 A unit member or his/her representative, or both, may present a grievance while on duty. No unit member shall suffer loss of compensation for time spent as a grievant, representative, or witness. On all grievances no more than four (4) representatives/witnesses may participate while on duty.

3.6 Representation

- 3.6.1 The grievant may be represented by the Association or any eligible representative of his/her own choosing, whether or not that representative is a unit member, at any formal step of this procedure prior to arbitration.
- 3.6.2 If the grievant is represented by other than the Association, no solution shall be implemented until the Association is given a statement in writing of the proposed solution and five (5) days in which to file a response.
- 3.6.3 An Association grievance may be filed at Step 2 when more than one school site is involved in the grievance and the remedy is unavailable from the site administrator.

3.7 Informal Discussion

- 3.7.1 The alleged violation shall be discussed informally with the immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of the Association present.

3.8 Formal Grievance - Step 1 (Immediate Supervisor)

- 3.8.1 If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) work days of the time the unit member might reasonably have been expected to know of the act or stated condition which is the basis of the unit member's complaint. If the immediate supervisor determines that the grievance concerns a matter beyond his/her authority, he/she shall refer the grievance to Step 2 within five (5) work days of receipt of the grievance.
- 3.8.2 A formal grievance shall be initiated in writing on the Grievance Form and shall be filed with the immediate supervisor. A copy of the form shall be sent to the Association. To be accepted the form must include the provision(s) of the Agreement alleged to be violated, the circumstances of the grievance and the signature of the grievant(s).
- 3.8.3 Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant and his/her representative. If the grievant is not represented by the Association, a copy shall be sent to the Association.

3.9 Formal Grievance - Step 2 (Superintendent)

- 3.9.1 If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision in writing within ten (10) work days to the Superintendent.
- 3.9.2 The Superintendent or his/her designee shall investigate the grievance as fully as he/she deems necessary, and if deemed necessary by him/her shall provide for a conference with the grievant, who shall continue to have his/her right of representation. The Superintendent or his/her designee shall respond to the grievant within fifteen (15) work days of the receipt of the appeal. That response shall state the Superintendent's decision and his/her view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Association, a copy shall be sent to the Association.

3.10 Formal Grievance - Step 3 (Arbitration)

3.10.1 The Association may submit the grievance to final and binding arbitration if either:

3.10.1.1. The grievant is not satisfied with the disposition of the grievance at Step 2, OR

3.10.1.2. No written decision has been rendered within fifteen (15) work days of receipt of the grievance by the Superintendent or designee. In either case, such submission by the Association must be made within fifteen (15) work days after receipt of the decision, in writing, of the Superintendent or designee.

3.10.1.3. The Association and the District shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) work days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the California State Conciliation Service with a request that a list of arbitrators be submitted.

3.11 Expedited Arbitration

3.11.1 By mutual agreement the arbitration may be held under the expedited rules of the American Arbitration Association. Notice of agreements reached under this option shall be submitted to the California State Conciliation Service at the time that the arbitrator is requested.

3.12 Modification

3.12.1 The arbitrator shall have no power to add to, delete, or amend the terms of the Agreement.

3.13 Cost

3.13.1 The cost of the arbitrator shall be shared equally by the parties.

3.14 Selection

3.14.1 Selection of the arbitrator shall be by alternate striking of names from the list. If the selected arbitrator is unable to serve within a reasonable time, the District and the Association shall request another list.

3.15 Time of Award

3.15.1 The award shall be rendered promptly by the arbitrator and unless otherwise agreed by the parties, not later than thirty (30) days from the date of closing the hearings.

3.16 Recording the Hearing

3.16.1 At the request of either party a recording of the hearing shall be made. The cost of the recording shall be borne by the party requesting it. The recording shall be of such quality as to permit the preparation of an accurate record.

3.17 No Reprisals

3.17.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or Board against any grievant, member of the Association, or any other participant in the grievance procedure by reason of such participation.

ARTICLE 4

ASSIGNMENT/REASSIGNMENT

4.1 Assignment/Reassignment

- 4.1.1. An assignment is the grade level, subject area, or program area to which a Unit member is scheduled for the subsequent year.
- 4.1.2. On or before April 1st of each year, the principal/program administrator shall have requested from each unit member at a school/program, his/her preference for assignment for the following year. The form for this purpose shall be mutually developed by the District and the Association.
- 4.1.3. By April 25th principals/program administrators shall notify unit members of their tentative assignment.
- 4.1.4. If it is necessary for a unit member to be reassigned within a site or program, the unit member reassigned shall have an opportunity to return to his/her previous assignment as soon as possible.
- 4.1.5. Any unit member may request and shall receive the reasons for the tentative assignment. Any unit member dissatisfied with his/her tentative assignment may have a conference with the principal/program administrator and may be represented at the conference by an Association representative.

ARTICLE 5

TRANSFER

5.1. Glossary

- 5.1.1. **Involuntary Transfer:** A transfer initiated by management which results in the movement of a unit member from one school site to another or from one program to another.
- 5.1.2. **Qualified:** Certificated and competency through training or experience.
- 5.1.3. **Program Need:** An identified certificated position within the bargaining unit, other than an extra duty position, necessary to provide the instructional curriculum or other required programs established or revised by formal action of the Board of Education.
- 5.1.4. **Vacancy:** An unfilled position within the bargaining unit created by a known resignation, retirement or non-reelection.
- 5.1.5. **Voluntary Transfer:** A transfer initiated by the unit member which results in the movement of the unit member from one school site to another or from one program to another.

5.2. Timeline of Events

(The following events are scheduled to be accomplished by the dates given)

January	15	Subsequent year enrollment projections
February	1	Staffing allocations
February	15	Anticipated special needs/new programs are identified.
March	15	Tentative classification
March	15	Deadline for Application for Priority Transfer Pool
April	1 -15	Interviews for Priority Transfer Pool
April	1	Subsequent year assignment preferences

- | | | |
|----------------|---------|--|
| April | 1 | Initial identification of unit members going-on-leave, returning from leave, retiring, resigning, and involuntary transferees eligible for return |
| April | 15 | Leave of Absence letter |
| April | 15 | Reevaluation of credentials |
| April | 22 | Notification of Priority Transfer Committee's Decision |
| April | 25 | Tentative assignments |
| Apr 25 - May 1 | | On-site adjustments |
| May | 1 | Principals assigned |
| May | 1 | Notification of involuntary transfer |
| May | 1 - 4 | Preview of first posting for involuntary transferees, review of credential(s) and qualifications |
| May | 6 | First posting of known vacancies (applicant shall have at least five (5) work days from this date to request an interview) |
| | | Each office manager and MDEA building representative will have received a posting packet. That packet will contain several copies of the first posting. The MDEA representative's packet will also contain flyers to be placed in each unit member's box which will say, in large letters, that the voluntary transfer posting is available and a copy of it can be obtained from the office manager or the building MDEA representative. The voluntary transfer posting will also be posted and copies of the voluntary transfer vacancies will be available in a conspicuous area. |
| May | 25 - 31 | Addendum posting |
| June | 2 | Rehire temporary teachers where there is no conflict |
| June | 15 | Placement of remaining involuntary transferees |
| June | 17 | Final date for filing Voluntary Transfer Interest Form |
| June | 30 | Rehire temporary teachers for remaining positions |

Fifteen work days before the first student day

Last date for involuntary transferees to be given an opportunity to return to vacancies at their original sites.

Fifteen work days before the first student day

Last date for voluntary transferees to be considered if they filed a Voluntary Transfer Interest Form

August 31

Vacancies after this date must be initially filled by temporary unit members

If any of the above dates fall on a Saturday, Sunday, or holiday, the event(s) will take place on the following workday.

5.3. Establishment of Seniority

- 5.3.1. Seniority, for purpose of transfer, shall be determined in the following manner:
- 5.3.2. For employees first rendering paid probationary service on the same day, seniority shall be determined by lottery.
- 5.3.3. Employees whose first probationary service is retroactively determined (e.g., pursuant to §44918 Ed.C.), shall be placed as least senior with others whose first probationary service is the same day.
- 5.3.4. By March 1 of each school year the District and MDEA shall conduct the lottery.
- 5.3.5. The seniority list shall be prepared no later than March 15 of each year. Copies shall be sent to each school and to the Association.
- 5.3.6. If an employee has a break in service by reason of resignation or dismissal (not layoff), the date of reemployment shall govern.

5.4. Voluntary Transfer

- 5.4.1. A voluntary transfer is one that is requested by a unit member.

5.4.1.1. First year probationary unit members shall not be considered for voluntary transfer so that the second year of probationary service will not be in a new school.

5.4.2. Each posting shall indicate:

5.4.2.1. All known vacancies at the time of printing the posting.

5.4.2.2. Subject, grade level, full-time equivalent, work site.

5.4.3. It is the responsibility of the unit member seeking a transfer to initiate with the principal, program administrator, or designee a request in writing for an interview for any of the unfilled positions in which he/she is interested. Any eligible unit member who requests an interview shall be granted one. If the transfer applicant fails to request an interview within the time specified in the announcement, which shall be at least five (5) work days from the date of the announcement, he/she forfeits the right for consideration for the unfilled position.

5.4.4. All applicants for a position shall be notified in writing by the District within five (5) work days of the final decision. Those not selected shall be entitled to the reasons for denial within five (5) work days of a request for reasons.

5.4.5. The unit member may request a review of those reasons by the Assistant Superintendent, Personnel Services, within three (3) work days of receipt of the statement of reasons. Thereafter, the Assistant Superintendent, Personnel Services, shall convene a conference with the principal/program administrator and the unit member who may be represented at the conference by an Association representative.

5.4.6. A request for voluntary transfer may be withdrawn at any time prior to confirmation of the transfer.

5.4.7. Unit members will be considered for vacancies which occur after the final posting on June 1 provided they complete and file in the Personnel Services Office a Voluntary Transfer Interest Form no later than June 17. Unit members shall identify special interest in subject area(s) and/or elementary grade span and school or site on the District provided form.

5.4.8. In addition, members filing the Voluntary Transfer Interest Form must provide a mailing address for the period of June 17 through August 17.

5.4.9. Members who have filed in accord with this section shall be notified by phone or mail of appropriate vacancies. It shall be the responsibility of the unit member to call the Personnel Services Office within seven (7) calendar days from the date of the letter if they wish to be considered. In order to be guaranteed an interview, unit members shall make themselves available for the interview at the scheduled time.

5.5. Priority Voluntary Transfer Pool Procedure (PTP)

5.5.1. Notwithstanding the above cited voluntary transfer procedure a unit member may choose to apply for a voluntary transfer procedure through the Priority Transfer Pool (PTP) procedure.

5.6. GLOSSARY

5.6.1. Priority Transfer Committee (PTC) - a committee of administrators designated by the District for the specific purpose of identifying candidates for the Priority Transfer Pool (PTP).

5.6.2. Priority Transfer Pool (PTP) - the PTP consists of eligible teachers who have qualified for a guaranteed offer of transfer.

5.7. ELIGIBILITY CRITERIA

5.7.1. Eligible teachers must:

be permanent employees

meet or exceed District performance expectations in all areas of the evaluation process

pass an oral screening interview

5.7.2. The PTC shall determine which teachers are eligible to be assigned to the PTP, and shall have a goal of assigning a number equaling ten percent (10%) of the number of estimated vacancies. However, nothing herein shall preclude the PTC from finding that fewer or more teachers are eligible in any given year. Each teacher assigned to the pool will receive one (1) guaranteed offer for which he/she is qualified and credentialed. Insofar as practical, the PTP

will reflect a proportionate number of estimated vacancies at each level.

- 5.7.3. Teachers must apply for the PTP on an annual basis. If a teacher accepts an offer, the teacher will be ineligible for the PTP for a five-year period. This will not preclude a teacher from seeking a transfer via the regular voluntary transfer process outlined in §5.4.

5.8. PANEL:

5.8.1. Panel members will be determined by the District

- 5.8.1.1. The decisions of the Panel are not subject to the grievance procedure.
- 5.8.1.2. The Panel is the final authority in all decisions.
- 5.8.1.3. The Panel will provide feedback of the interview if requested by the unit member.

5.8.2. Notification, in writing, including the reasons for the transfer request and a resume, must be submitted to the Director of Certificated Personnel no later than March 15.

5.9. General Procedures for Involuntary Transfer

5.9.1. Unless otherwise stated in §5.10 and §5.11, the following procedures shall be followed:

5.9.2. Involuntary transfers may be initiated for any of the following reasons:

- 5.9.2.1. School closure or program reduction, boundary change or grade level reorganization between more than one site.
- 5.9.2.2. Excess staff due to decline in enrollment.
- 5.9.2.3. Program needs of a school, or program.
- 5.9.2.4. Decline in special education students at a school site.
- 5.9.2.5. To avoid workplace disruption. Transfer for workplace disruption shall be for just cause.

The following procedures do not apply to 5.9.2.5: 5.9.3, 5.9.4, 5.9.9, 5.9.11 & 5.9.12.

- 5.9.3. Selection for involuntary transfer shall be in reverse order of district seniority.
- 5.9.4. The only exceptions to reverse order of district seniority are as follows:
 - 5.9.4.1. First year probationary unit members shall not be considered for involuntary transfer so that the second year of probationary service will not be in a new school. However, if the first year probationary teacher is holding the position of a unit member who is returning to that position from a one-year leave, the first year probationary teacher will be moved.
 - 5.9.4.2. When such a selection would result in creating a program need, which could not be filled by any remaining members of the school's faculty.
 - 5.9.4.3. In such cases, the next least senior teacher would be selected.
- 5.9.5. If possible, prior to any general announcement, unit members so identified shall be individually informed in a conference that they are subject to involuntary transfer.
- 5.9.6. Once it is determined who will be transferred the transferee(s) shall be given a written statement of the specific reason(s) for the transfer. For transfers, effective with the following school year, this notice shall be no later than May 1, unless circumstances prevent notice by that date.
- 5.9.7. If the transferee is not satisfied with the reasons, he/she may file a grievance at Step 2 within ten (10) work days of receipt of the notice.
- 5.9.8. There may be circumstances which result in an involuntary transfer after the start of the school year. If a unit member is involuntarily transferred after the start of the school year he/she shall receive, upon request, one (1) day free of responsibility for students prior to the assumption of the new assignment and assistance in moving teaching supplies and materials, within the limitations of the District personnel and equipment.

- 5.9.9. With approval of the principal/program administrator, a unit member not subject to involuntary transfer may switch by mutual agreement with a unit member so designated.
- 5.9.10. In meeting program needs a unit member will be required to render only a service for which the unit member is qualified.
- 5.9.11. Prior to the distribution of the voluntary transfer posting and the addendum posting, the district shall first offer to an involuntary transferee any of the available opening(s) on the transfer posting for which he/she is qualified. Once an involuntary transferee accepts a position on either posting he/she may only accept another position through the voluntary transfer procedure.
- 5.9.12. If more than one involuntary transferee is qualified and interested in a specific assignment, the employee with the greatest district seniority shall be given the first opportunity to accept the assignment.

5.10. Involuntary Transfer of Staff Members Assigned to a Program

5.10.1. For purposes of this section programs are as follows:

Nurses
ESL teachers
Elementary music teachers
Librarians
Language, Speech, & Hearing Specialists
Reading Specialists
Resource Specialists (RSP)
Special Day Class teachers (SDC)

- 5.10.2. For purposes of this section transfer is defined as placement in Another program, including general education. A change in assignment within the program is not considered a transfer.
- 5.10.3. Any staffing change affecting these programs will be accomplished so as to minimize the program disruption.
- 5.10.4. Transfers shall be based on reverse order of seniority within the program.
- 5.10.5. If a unit member covered by this section is transferred involuntarily or has his/her assignment within the program changed involuntarily, upon request, he/she shall receive assistance in moving

professional supplies and materials within the limitation of the district personnel and equipment.

5.11. Transfer Procedures for Teachers on Special Assignment (TSA)

5.11.1. TSAs receiving an involuntary transfer will have return rights to a position for which the individual is qualified at their school of origination. If there is no open position, a position will be created by an involuntary transfer of the least senior teacher.

5.11.2. TSA staff assigned to a program may not be involuntarily transferred to a TSA position within another program.

5.11.3. No teacher will be involuntarily transferred to a TSA position.

5.11.4. TSA positions are exempt from being selected as a position by an involuntary transferee during the process outlined in §5.9.11. However, involuntary transferees may apply for an open TSA position through the voluntary transfer process.

5.12. Use of Ad Hoc Committee

5.12.1. A unit member who has been designated for involuntary transfer per §5.9.4.2 (i.e. other than reverse order of seniority), may ask that an ad hoc committee be formed to review his/her involuntary transfer. The process shall be as follows:

5.12.1.1. The unit member must submit his/her written request for review no later than five (5) working days after the notification of transfer, unless circumstances prevent it.

5.12.1.2. The principal/program administrator shall appoint two (2) members to the committee; but, may not include himself/herself.

5.12.1.3. The unit member shall appoint two (2) members. These members must be from the same faculty or program; but, may not include himself/herself.

5.12.1.4. All four (4) appointments shall be made within five (5) work days of the request.

5.12.1.5. The fifth member shall be mutually agreed upon by the four (4) other team members.

- 5.12.1.6. If agreement on the fifth member cannot be reached within seven (7) work days after the committee is called for, each of the four (4) members will nominate a person as the fifth member. Each of the four (4) members will rank the four (4) nominees from four (4) (highest) to one (1). The nominee with the highest total ranking will be selected. Ties will be broken by lot.
- 5.12.1.7. The committee shall meet within three (3) work days of its final formation to review the principal's/program administrator's selection(s) for involuntary transfer.
- 5.12.1.8. A recommendation concerning the school's involuntary transfer(s) and/or the designation of alternative selection(s) shall be made by the committee no later than five (5) work days after its first meeting.
- 5.12.1.9. The time in which to initiate a formal grievance shall run from the date of presentation of the ad hoc committee's recommendations.
- 5.12.1.10. In order to maximize his/her options the unit member should simultaneously pursue his/her rights in §5.9.11 and 5.9.12. This is done without prejudice to the work of the ad hoc committee.

5.13. Protection from Further Involuntary Transfer

- 5.13.1. Unless otherwise stated, an involuntary transferee shall not be subject to further involuntary transfer for the three (3) school years following the transfer.
- 5.13.2. A transferee shall not be provided this protection if there is not a position available at his/her school for which he/she is qualified or legally authorized to serve.
- 5.13.3. If a unit member designated for transfer switches with another unit member, per §5.9.9, the newly identified involuntary transferee shall have the established transfer protection right. The original designee shall not have transfer protection rights.

5.14. Return Rights

- 5.14.1. If a vacancy occurs at the school from which the unit member was designated for involuntary transfer, prior to fifteen (15) working days before the first student day, the unit member shall be given the first priority to return to the school.
- 5.14.2. The vacancy must be in a position for which he/she is qualified.
- 5.14.3. If there is more than one unit member eligible to return the most senior shall be given the first priority to return.
- 5.14.4. If a unit member returns the unit member shall not be entitled to the transfer protection rights.
- 5.14.5. Any unit member who is involuntarily transferred shall have first priority, for the next school year only, to return to the school from which he/she was transferred. This return shall be in accordance with § 5.14.3.
- 5.14.6. The District will provide this opportunity to the involuntary transferee up to fifteen (15) working days before the first student day.
- 5.14.7. An employee who voluntarily returns to his/her previous school (per §5.14.5 above) shall retain the remaining two (2) years of protection.
- 5.14.8. An employee who accepts a voluntary transfer (other than returning to the school from which he/she was involuntarily transferred) forfeits his/her transfer protection rights.

5.15. Involuntary Transferee Not Placed in a Permanent Assignment

- 5.15.1. An involuntarily transferred unit member who the district has been unable to assign shall be assigned as a substitute.
- 5.15.2. He/she shall have all rights and benefits continue as if he/she was assigned to a permanent position.
- 5.15.3. He/she shall continue to be informed of vacancies as they occur. The district has the right to immediately assign an involuntary transferee, who has not been placed, to any position for which he/she is qualified.

5.18. Exchange Transfer

5.18.1. In order for unit members to avail themselves of growth opportunities and motivational changes, exchange transfer opportunities will be made available. An "Exchange Transfer" is defined as a transfer which shall occur when two or more unit members of the bargaining unit and their respective principals agree in writing to an exchange of the unit members' respective positions of employment. Exchange Transfer agreements shall take place between May 15 and June 15.

5.18.2. Guidelines for teacher exchange are available from the Personnel Services office. Implementation of the exchange will be worked out between all parties in cooperation with the Personnel Services office.

ARTICLE 6

CLASS SIZE

6.1. Class Size

6.1.1. In assigning students to classes, the following guidelines will be observed:

	Critical Class Size	Maximum Class Size
K	29	32
1-3	28	31
K-3 Combination	28	30
4-5	30	34
4-5 Combination	28	31
6-12	33	37
English	31	33
Physical Education	40	45
Choral and Instrumental Music	40	45

6.1.2. At middle schools where core classes include English, the English class size maximum shall be used.

6.1.3. The District will attempt in the general elementary program to keep combination classes (2 or more grades) from reaching the maximum class size.

6.1.3.1. Upon request, the principal/program administrator shall meet with the faculty, department, or affected unit members to review critical or maximum class size situations. The purpose of this review shall be to determine if alternative plans can be developed to avoid reaching maximum class size.

6.1.3.2. If such a plan is developed, it shall be made available in writing upon request to affected unit members and the site Association Representative.

6.1.3.3. If the principal is unable to find alternatives to avoid exceeding the maximum in a class, he/she will consult with unit members affected.

6.1.3.4. A class size maximum may be exceeded with the annual consent of the majority of the unit members, during a meeting of the members of the grade level or department affected.

- 6.2.8. Because of maximum class size limits, the district will make a good faith effort to staff at critical class size levels at sites and grade levels where there is a history of mainstreaming SDC students.
- 6.2.9. Before a SDC student is integrated into a general education class, the principal and SDC teacher shall consult with the general education classroom teacher and take into account the current class size.
- 6.2.10 Secondary special education classes organized departmentally shall not exceed 15 (this does not apply to learning center environments).

6.3. Other Special Education Class Sizes

- 6.3.1. Resource Specialists shall have a maximum caseload of twenty-eight (28).
- 6.3.2. Speech Therapists shall have a caseload maximum of fifty-five (55).
- 6.3.3. Adaptive P.E. shall have a maximum class size of eighteen (18) in elementary and twenty (20) in middle and high school.
- 6.3.4. Individual and Small Group instruction teachers shall have a maximum caseload of fifty-five (55) and maximum class size of fifteen (15).
- 6.3.5 The average caseload for Full Inclusion Facilitators shall be nine (9), with no individual facilitator having a caseload of more than eleven (11). This caseload acknowledges individual student needs and differences as well as provides for travel time and preparation time.

ARTICLE 7
WORK YEAR

7.1. Length

- 7.1.1. The length of the work year will be one hundred and eighty (180) days of instruction plus additional days as follows:
- 7.1.2. For returning unit members three (3) days.
- 7.1.3. For unit members new to the District, five (5) days.
- 7.1.4. The work year referred to above shall be specified in the school calendars appearing in Appendix C.

7.2. Site Planning Days

- 7.2.1. Two (2) of the work days prior to the start of the instructional year shall be used to plan school wide, grade level, department, and/or individual projects or activities related to the improvement of educational programs or instruction based upon established district goals and a school site needs assessment.
- 7.2.2. Site plans regarding the use of these days shall be developed as follows:
 - 7.2.2.1. A site planning committee shall be established composed of the MDEA staff development representative, the MDEA site representative, and the principal. The committee may decide to enlarge its membership.
 - 7.2.2.2. No later than March 1 of each school year the committee shall conduct a school site needs assessment which shall include input from all site unit members and administrators.
 - 7.2.2.3. The committee shall develop an educational improvement program(s) or activities based upon the needs assessment. Prior to the implementation of these programs or activities, faculty input shall be solicited by the committee.
 - 7.2.2.4. A unit member assigned to more than one (1) site shall attend a site planning activity most appropriate to his/her professional needs and goals. The decision to attend a particular site planning activity shall be made in consultation with his/her supervisors.

- 7.2.2.5. Educational programs or instruction may be developed for unit members assigned to special programs in accordance with procedures similar to those set forth above.

7.3. Staff Development Buy Back Days, SB 1193

3rd Day for 1998-99

- 7.3.1. Any unit member who attends a cumulative total of seven (7) hours of eligible and approved staff development training shall receive a one-time stipend. The amount of this stipend shall be determined pursuant to number 7.3.11, below.
- 7.3.2. All aspects of the training (e.g. scheduling, content, etc.) must be consistent with SB 1193.
- 7.3.3. The training may consist of one seven (7) hour session or multiple sessions totaling seven (7) hours.
- 7.3.4. The training will be outside the unit member's normal workday.
- 7.3.5. The training shall be offered by each school site or district department; however it shall be approved, in advance, for compliance with SB 1193 by the Curriculum & Instruction Department.
 - 7.3.5.1 A district department is defined as follows:
 - 7.3.5.1.1 Nurses
 - 7.3.5.1.2 ESL teachers
 - 7.3.5.1.3 Elementary music teachers
 - 7.3.5.1.4 Elementary librarians
 - 7.3.5.1.5 Language, Speech, & Hearing Specialists
 - 7.3.5.1.6 Reading Specialists
 - 7.3.5.1.7 Resource Specialists (RSP)
 - 7.3.5.1.8 Special Day Class teachers (SDC)
- 7.3.6. Unit members not assigned to a specific site must designate a site or district department and attend all training at that site or department. The selected site must be one of the unit member's regular assigned sites.
- 7.3.7. The site administrator or the district administrator for the department/program shall be responsible for maintaining a district approved sign-in/time sheet. This sheet shall be submitted to the

Payroll Department after completion of the seven (7) hours of approved training.

- 7.3.8. All training will be concluded on or before May 1, 1999.
- 7.3.9. The site administrator or the district administrator for the department/program shall submit the sign-in/time sheets by May 15, 1999.
- 7.3.10. Unit members shall receive payment on July 10, 1999.
- 7.3.11. The amount of pay shall be determined by dividing the revenue generated by unit members pursuant to SB 1193 by the number of unit members participating, less all mandatory salary related costs (e.g. taxes, statutory benefits, etc.), whether or not the unit member generates revenue. The parties estimate the stipend may be between \$225-\$250. This is offered only as an estimate, the actual amount may be lower or higher.
- 7.3.12. Participation shall be voluntary.

NOTE: WASC, PQR and IDEA training are not "QUALIFIED" Staff Development Activities.

7.4 Buy Back Days in 1999-2000

7.4.1 Article 7 §7.2.1, reads as follows:

"Two (2) of the work days prior to the start of the instructional year shall be used to plan school wide, grade level, department, and/or individual projects or activities related to the improvement of educational programs or instruction based upon established district goals and a school site needs assessment."

- 7.4.2 Activities on two of the three "pre-service" days shall be consistent with the above cited Article and SB 1193. As has always been the case, these are required days of service and unit members shall not be additionally compensated.
- 7.4.3 Unit members shall receive a one-time stipend for participation in an additional day of SB 1193 approved staff development training (e.g. a third day).
- 7.4.4 The stipend shall be handled in the same manner as described above (e.g. 3rd DAY FOR 1998-99.)

7.4.5 The continuation of these Buy Back days and the compensation provided therefor shall be subject to ongoing funding by the state at least at the same level as provided in 1998-99. If for any reason this funding level is eliminated, the Buy Back days and the compensation therefor shall cease. If the funding is reduced, the provisions of the preceding sentence shall also apply unless the parties mutually agree to continue this arrangement at the reduced level of funding. If funding is increased beyond the 1998-99 level, compensation shall be increased by the same amount, absent mutual agreement between the parties.

ARTICLE 8

JOB SHARE PROGRAM

8.1. Job Sharing

- 8.1.1. Job sharing is a plan whereby two (2) unit members share the full responsibilities for one (1) identifiable full-time position.
- 8.1.2. Unit members selected for participation in the program shall resign their full-time position and shall be rehired as part-time unit members at the agreed upon percentage level. This action shall not constitute a break in service but shall effect a reduction of tenure rights to the part-time positions.
- 8.1.3. Revision or termination of the program will not modify the status of personnel who entered the program prior to the effective date of such revision or termination.
- 8.1.4. The purchase of medical benefits for job share partners shall be in accordance with the rules and regulations of CalPERS.
 - 8.1.4.1. The purchase of dental and vision benefits for job share partners shall be in accordance with the rules and regulations of Schools Self Insurance of Contra Costa County.
- 8.1.5. One (1) member of the job share team should be a tenured employee. If the District hires a non-tenured partner (or team) he/she shall be classified as either temporary or probationary provided he/she has a non-emergency credential. However, if one (1) member of the team is on leave, the replacement shall not be hired as a probationary staff member.
- 8.1.6. Mutual agreement between the two (2) unit members, the immediate supervisor, and the Director of Certificated Personnel is required before the plan can be implemented. In the event the District withholds agreement, the reasons for such rejection shall be put in writing and furnished to the two unit members.
- 8.1.7. Article 5, Transfer, shall not apply to any transfers required to implement this provision.
- 8.1.8. Salaries of participants will be paid on a basis which is proportional to full-time service with shares to be determined by participating unit members.

- 8.1.22.1. If the parties do not participate in the fall and spring intervention program in a subsequent year, they shall be required to re-apply for a new job share assignment which will be counted towards the cap.
- 8.1.22.2. All other relevant sections of this article apply.

ARTICLE 9

HOURS

9.1. Site Time

- 9.1.1. Unit members shall report to their work site thirty (30) minutes before regular classes begin and shall remain at their work site in accord with the following minimum daily requirements:

415 Minutes - Infant Ed., Preschool, K-5

420 Minutes - 6-8

435 Minutes - 9-12

- 9.1.2. The thirty (30) minutes set forth above is included in the required site time provided for all instructional levels.

- 9.1.3. Faculties, by majority vote and with administrative approval, may make the following adjustments within the established site time:

9.1.3.1 report to their sites less than thirty (30) minutes before classes begin. Individual unit members with administrative approval, may also make this adjustment;

9.1.3.2 extend the lunch period for a time greater than thirty (30) minutes. In the event that the lunch period is extended beyond the time provided for in this Agreement, such lunch period shall be duty free and uninterrupted except in instances of "rainy day session," however, at least thirty (30) minutes of the lunch period shall be duty free and uninterrupted;

9.1.3.3 extend, at the middle school level, the 420 minute site time up to fifteen (15) minutes to provide for a brunch break;

9.1.3.4 vary the length of their instructional day (i.e. extending the instructional day for any four (4) days of the week so as to provide reduced instructional time for the fifth day) to provide time for planning, staff development, or other mutually agreed to activities;

9.1.3.5 extend, in grades 4 and 5, the site time to accommodate a slip schedule of fifty (50) minutes.

- 9.1.4 No such adjustment(s) shall reduce site time and may in fact increase site time. The intent of this section is to provide flexibility in accord with the needs of a school or program. In Sections 9.1.3.2, 9.1.3.3, 9.1.3.4 and 9.1.3.5. above, determination must be made by May 15 of the preceding year. These determinations may also be reviewed annually at each site and may be modified by the same process used in making the initial determination.
- 9.1.5 This process does not apply to decisions requiring contract exceptions.
- 9.1.6 The MDEA and MDUSD negotiating teams believe that modification of existing K-3 SLIP programs would be most effective if achieved by consensus of affected staff and principals. This statement of belief is not a grievable matter.
- 9.1.7. Upon request agreements made pursuant to this section shall be provided in writing to affected unit members and the site Association Representative.
- 9.1.8. A kindergarten teacher shall not be required to teach in the reading recovery program as a condition to being a kindergarten teacher.

9.2. Additional Duties

- 9.2.1. Each unit member may be assigned additional duties which are related to their responsibilities as a unit member. Such duties may include, but are not limited to:
 - 9.2.1.1. Site meetings of reasonable length
 - 9.2.1.2. Parent Student Conferences
 - 9.2.1.3. I.E.P.
 - 9.2.1.4. S.S.T.
- 9.2.2. Such duties may not be assigned on Saturdays or Sundays or in the evening except as described in §9.3.

9.3. Evening

- 9.3.1. Unit members may be assigned the following evening activities without additional compensation:

Back-to-School, once per year

Open House, once per year

- 9.3.2. Unit members with multisite assignments shall be required to attend no more than a total of two of these events per year.
- 9.3.3. Evening assignments for College Night/Freshman Orientation shall be reimbursed at the rate of twenty-five dollars (\$25.00) per event.
- 9.3.4. Scheduling of such evening duties shall be done as far in advance as possible but under no circumstances with less than forty-eight (48) hours notice.

9.4. Equalized Workload

- 9.4.1. The total workload of additional duties shall be equalized among all unit members at each site who spend a majority of the week at that site, insofar as practical.

9.5. Faculty Meeting Agenda

- 9.5.1. An agenda for faculty meetings shall be provided to unit members at least one (1) day before each scheduled meeting. Unit members will be permitted to place items on the agenda of such a meeting.

9.6. Lunch Period

- 9.6.1. All unit members shall be entitled to a duty free, uninterrupted lunch period of at least thirty (30) minutes.

9.7. Relief Periods

- 9.7.1. On regular school days (not modified or minimum) at that work site unit members in grades 1-3 shall be entitled to three (3) relief periods of at least ten (10) minutes each, per day, at least two (2) of which shall be duty free. Schools which do not have a slip schedule shall give two (2) such relief periods, one (1) of which shall be duty free. Upon majority vote of the faculty and with consent of the principal, two (2) relief periods can be combined to create a longer relief.

9.7.2. For grade K, 4, 5, and 6 at elementary school sites relief periods of at least ten (10) minutes shall be provided to assure that, insofar as practical, no unit member shall be required to work with children for more than two (2) hours consecutively.

9.8. Preparation Period

9.8.1. Unit members assigned to a middle school or a high school shall be entitled to a daily preparation period equivalent in length to a regular instruction period in that school. In the event that instructional periods must be shortened during the day, effort shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

9.8.2. The principal shall, whenever possible, rotate the substituting on an equal basis among unit members during the school year within assigned periods of time if a substitute is unavailable because of emergencies as described in §19.2.14. Whenever a unit member is required by the site administrator to cover a class, the unit member shall be offered the following:

9.8.2.1. The opportunity to be provided an equivalent amount of prep time prior to the conclusion of the school year. The scheduling of this time shall be mutually agreed to by the site administrator and the unit member prior to granting the equivalent amount of preparation time.

OR

9.8.2.2. A teacher shall have the option of receiving pay when he/she covers a class. For a regular secondary period, he/she shall be paid \$22.00 per period. For a secondary block schedule period, he/she shall be paid \$44.00 per block period. For an elementary teacher, he/she shall be paid a pro rata of \$22.00 per hour.

9.8.3. If at a K-5 site a substitute is unavailable because of an emergency as described in §19.2.14 and the students in the uncovered class are distributed to other classrooms, the teachers shall be compensated as follows:

9.8.3.1 No compensation if the students are assigned to the class for two (2) hours or less.

9.8.3.2 Each affected teacher shall receive an allocation of money equal to the substitute daily rate divided by the number of affected teachers, prorated on a half or full-day basis, per current practice.

9.8.4. Secondary librarians shall be entitled to a daily preparation period equivalent in length to a regular instructional period in the school in which they are employed.

9.8.5. General education elementary classroom teachers shall be entitled to one hundred eighty (180) minutes of preparation time in every two (2) week period. One hundred twenty (120) minutes of these one hundred eighty (180) minutes shall be scheduled during the student instructional day. In the event that the instructional day and/or instructional week are shortened, efforts shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

9.8.5.1 Effective with the start of the 2000-01 school year, fourth and fifth grade general education elementary classroom teachers shall be entitled to an additional one hundred twenty (120) minutes of preparation time in every two (2) week period. This time is to be scheduled during the student instructional day. This preparation time is intended to assist teachers who do not have a 20:1 class. Therefore, 3/4th grade combination classes do not receive this additional preparation time.

9.8.6. Special day class teachers located at general education elementary schools or special education centers shall be entitled to one hundred eighty (180) minutes of non student time in every two (2) week period. The one hundred eighty (180) minutes of non student time to be provided under §9.8.5 does not include those non student minutes already set forth in §9.1.

9.8.7. District shall make an effort to find qualified substitutes for elementary preparation teachers.

9.9. Travel Time

9.9.1. The District shall provide a work schedule which includes reasonable

travel time during the unit members paid duty day for travel between work sites to any unit member who is assigned to more than one work site. Such travel time shall not reduce the preparation period or duty free lunch time provided in this Agreement. Such travel time shall not reduce the reimbursement to which the unit member is entitled under Article 18 (Travel) of this Agreement.

9.10. "Block" or Alternative Scheduling

9.10.1. In order to enact "Block" or other alternative schedule modifications, the following procedures must be followed by May 1 during the year prior to implementation:

- 9.10.1.1 A secret ballot election will be conducted by the MDEA Internal Affairs Chairperson.
- 9.10.1.2 The ballot shall clearly indicate the impact on the terms and conditions of employment for the affected unit members.
- 9.10.1.3 All unit members affected by the scheduling change may vote.
- 9.10.1.4 A two-thirds (2/3) majority of votes cast must vote in the affirmative.
- 9.10.1.5 In order to be valid, a majority (50% +1) of the MDEA unit members must vote.
- 9.10.1.6 All original agreements reached shall be in effect for one school year only, and must be renewed at that time. Future renewal may be for two years unless thirty percent (30%) of the unit members at the affected site petition the MDEA representatives by March 1 to conduct another election. If called for, the MDEA Internal Affairs Chairperson shall conduct an election by May 1. Copies of site plans shall be forwarded to the MDEA/MDUSD Restructuring Committee, MDEA and the appropriate Assistant Superintendent for the grade level affected.

9.10.2 Any change in preparation periods must be included in the voting procedures outlined in §9.10.1 above. Furthermore, preparation period modifications shall provide for an equivalent to ten (10) instructional periods over two weeks. If instructional periods must be shortened during the day, effort shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

9.10.3 It is further understood that any modifications to the student schedule must meet state requirements for instructional minutes unless the school has acquired a waiver from the State Board of Education.

9.10.4 The parties strongly recommend that any school faculty which decides to engage in block scheduling or any other scheduling modifications participate in specific Staff Development activities to develop teaching strategies appropriate for the altered schedule.

9.11 Duties: Unit members shall not be assigned to perform crossing guard or traffic control duties. Unit members may continue to be assigned before and after school supervision duties. Alleged violations of this section shall be processed exclusively within the procedures set forth in section 10.2 (and all sub-sections) of this agreement, relating to safety. The provisions of this section 9.11 shall be effective upon the commencement of the 2002-03 instructional year (the first day students return to school).

ARTICLE 10

SAFETY

10.1. **Unsafe or Hazardous Conditions**

10.1.1. Unit members shall not be required to work under unsafe or hazardous conditions violating a final order of CAL-OSHA or to perform tasks which endanger their health or safety.

10.2. **Reports**

10.2.1. Each unit member may report, in writing, (on the "Request for Response - Adverse Working Conditions" form - Appendix G), any adverse conditions in his/her working environment, including matters related to classroom temperature. The employee shall file the report simultaneously with the following persons:

Immediate Supervisor/Principal
Assistant Superintendent, Administrative Services
Assistant Director of Maintenance and Operations
MDEA President

10.2.2. Such report shall be filed within ten (10) working days of the time the unit member might reasonably have been expected to know of the adverse working condition which is the basis of the unit member's complaint. The unit member shall receive a written District response within ten (10) work days stating what action will be taken to correct the situation or, if no action is to be taken, the reasons why. If the unsafe conditions complained of are not corrected or a program leading to correction is not agreed to by the unit member, he/she may pursue the complaint under the following procedure:

10.2.2.1. Within five (5) working days of receipt of the District response provided above, the unit member may appeal in writing to the Assistant Superintendent, Administrative Services, who shall issue a written response to the appeal within five (5) working days after receipt.

10.2.2.2. If the unit member is dissatisfied with the response issued in §10.2.2.1 above, Association may, within five (5) working days of receipt of such response, appeal the matter directly to binding arbitration pursuant to Article 3, § 3.10 (Formal Grievance Step 3).

- 10.2.2.3. The parties are encouraged to and may at anytime during this process meet to attempt to resolve the issue.
- 10.2.2.4. The process provided in this section (§10.2) is the exclusive procedure for resolving complaints under Article 10 (Safety).

10.3. **Priority of Repairs**

- 10.3.1. First priority shall be given to repairs that affect safety in any classrooms or other enclosed school areas where unit members have job-related responsibility.

10.4. **Assaults**

- 10.4.1. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor, who shall immediately report the incident to the police and take appropriate action, as specified in the California Education and Penal Codes, to provide for unit member safety. Simultaneously, the unit member shall complete the "Employee Report of Assault" form. Such notification shall immediately be communicated to the Superintendent or designee(s). Upon receipt of such a report, the site administrator shall inform the unit member that the report will be forwarded to the Association.

10.5. **Discipline Policy**

- 10.5.1. In order to provide for unit member safety, the Board on the first day of each school year shall present to each unit member copies of the Student Conduct and Discipline Policies which provide a description of the rights and duties of all students, parents, administrators and unit members.
- 10.5.2. The principal of each school site shall meet with his/her faculty prior to the close of the student school year, for the purpose of reviewing the school procedures for student discipline. At that meeting, the faculty shall be given the opportunity to provide input on the discipline procedures.
- 10.5.3. On one of the pre-service days of each school year, the principal

shall provide each unit member a written copy of the school procedures for student discipline. These procedures shall be accompanied with copies of teacher referral forms, forms for Teacher Notice of Pupil Suspension, and Parent Conference Request forms.

10.5.4. Any unit member who refers a student for disciplinary reasons shall receive, upon request, in a timely manner, a written statement from the administrator in charge, what action, if any, was taken to resolve the problem which caused the referral.

10.6. Physical Control

10.6.1. Unit members may exercise the amount of physical control reasonably necessary to protect themselves, or to insure the safety of other unit members or students.

10.7. Student Records

10.7.1. Unit members shall be informed of the record of a student's behavior when a student is administratively transferred for disciplinary reasons at the time the student is enrolled.

10.8. Specialized Health Care

10.8.1. Specialized physical health care services as used in this section include, but are not limited to the following procedures: urinary catheterization, gavage feeding, endotracheal or oral suctioning. These specialized physical health care procedures are further described in the Guidelines and Procedures for Meeting the Specialized Physical Health Care Needs of Students, California Department of Education, 1990.

10.8.2. General Provisions

10.8.3. Prior to being required to perform or assume responsibility for a specialized physical health care procedure, a unit member shall be provided the following:

10.8.3.1. A written statement from the parent/guardian of the pupil requesting that the District provide the specialized physical health care procedure.

- 10.8.3.2. A written statement from a physician explaining the purpose and method of the procedure.
- 10.8.3.3. Training in the specialized physical health care procedure provided by the school nurse, public health nurse or licensed physician and surgeon.
- 10.8.3.4. Written verification that the unit member has received the training necessary to perform the designed procedure(s).
- 10.8.3.5. Supervision by the school nurse, public health nurse or licensed physician and surgeon.
- 10.8.3.6. A copy of the specialized physical health care procedure from Guidelines and Procedures for Meeting the Specialized Physical Health Care Needs of Students, California Department of Education, 1990.

- 10.8.4. Inservice Training
- 10.8.5. In accord with E. C. § 49423.5, the District shall provide affected unit members training in the following areas:
 - 10.8.5.1. Procedures required to meet the student's specialized physical health care needs.
 - 10.8.5.2. Cardiopulmonary resuscitation
 - 10.8.5.3. Community emergency resources

- 10.8.6. Medication Administration in the School

- 10.8.7. All unit members shall be informed of procedures regarding the administration of prescription or other medications to students.

ARTICLE 11
EVALUATION

11.1. California Standards for the Teaching Profession

11.1.1. The basis for the evaluation of bargaining unit members shall be the California Standards for the Teaching Profession, to the extent that the Standards apply to job responsibilities.

11.1.2. There are six (6) Standards. These Standards are:

Standard 1: Engaging and supporting all students in learning.

Standard 2: Creating and maintaining effective environments for student learning.

Standard 3: Understanding and organizing subject matter for student learning.

Standard 4: Planning instruction and designing learning experiences for all students.

Standard 5: Assessing student learning.

Standard 6: Developing as a professional educator.

11.2. Rating Scale

11.2.1. The rating scale for purposes of this Article shall be:

Distinguished
Proficient
Needs Improvement
Unsatisfactory

11.3 PURPOSES

11.3.1 To improve instruction provided by certificated unit member personnel.

11.3.2 To improve the performance of certificated unit member personnel in instructional and related responsibilities.

- 11.3.3. To contribute to the professional growth of the evaluatee.
- 11.3.4. To provide for the continuous progress of students in a productive learning environment.

11.4. FREQUENCY

- 11.4.1. Evaluation of certificated unit member personnel is a continuing process. Certificated personnel with permanent status in the District shall be evaluated according to these procedures at least every other year. If an evaluatee or evaluator requests an annual evaluation, the evaluation shall be conducted according to the Standard Evaluation. An annual evaluation of a permanent employee shall be required according to the Standard Evaluation procedure if that employee's final evaluation from the preceding year was needs to improve and stated specifically a need for such immediate follow-up evaluation which is consistent with the purposes as specified in §11.3 and contained specific recommendations to help the employee.
- 11.4.2. Probationary certificated unit member personnel will be evaluated annually according to Standard Evaluation procedures.

11.5. ANNOUNCEMENT OF EVALUATEES

- 11.5.1. No later than the end of the fifteenth academic day of the academic year the principal/program administrator of each school/program shall post a list of those persons to be evaluated during the current year. This notice shall also identify who the evaluator will be and specify a date for the initial conference. Within the first two (2) weeks of the academic school year the following shall be made available to the evaluatee: job description, MDUSD Educational Goals, other appropriate goals, and the MDUSD grade level expectations or courses of study.

11.6 GENERAL PROVISIONS

11.6.1 Scope of Evaluation

- 11.6.1.1 Each evaluation cycle will cover two Standards. After consultation, the teacher and the evaluator

shall each select one. In addition, by mutual agreement a third Standard may be included. If, over the course of the year's evaluation process the evaluator has concerns falling outside these two or three standards, such concern shall be communicated in the comments section of the evaluation form.

11.6.2 Final Conference

11.6.2.1 The final Evaluation Conference and Form are obligatory for all unit members being evaluated and must be completed at least forty-five (45) days prior to the end of the academic year.

11.6.3 Signatures

11.6.3.1 The final evaluation form shall be signed. Such signature does not constitute agreement with the judgments of the evaluator, but only that the evaluatee has read it and has had the opportunity to respond in writing.

11.6.4 Unit Member Response

11.6.4.1 A unit member shall be given an opportunity to prepare written comment on both the interim and final evaluation for that unit member. Such written comment shall be attached to the report and placed with it in the unit member's personnel file.

11.6.5 Forms

11.6.5.1 Any forms used for evaluation shall be mutually agreed upon by the District and the Association.

11.6.6 Judgments Not Grievable

11.6.6.1 The judgments reached by the evaluator are not subject to the grievance procedure.

11.8 Collaborative Option

11.8.1 Unit members who have received an overall rating of proficient or better under the Standard Evaluation shall have the option to collaborate on their evaluation with another unit member who has also received an overall rating of proficient or better under the following conditions:

- 11.8.1.1 Two unit members expressing an interest at least forty-five (45) days prior to the end of the academic year, and
- 11.8.1.2 The non-reviewable approval of their site principal.

11.8.2 If approved by the principal, the year's evaluation process would include the following elements:

- 11.8.2.1 Each participating unit member would identify one or two of the Standards as the element(s) to be evaluated with the concurrence of the evaluator;
- 11.8.2.2 Each member of the evaluation team would complete two cycles of pre-observation conference, observation, and post observation conference of their partner's professional practice.
 - 11.8.2.2.1 To facilitate this work, each member of the team shall be granted two (2) substitute release days over the course of the year. The cost of this provision shall be incorporated into the salary formula.
- 11.8.2.3 Each member of the team would document their work on the standard evaluation forms of the District in accordance with the usual timelines; and
- 11.8.2.4 At the end of the year, on the same timeline as provided elsewhere in this article, each participant in this process shall, on a form to be developed, describe his/her learnings from the process; said form shall be provided to the principal who shall sign and optionally make

comments prior to the evaluation being made a part of the employee's personnel file.

11.8.2.4.1 This final step also includes a meeting with the site principal wherein the parties shall reflect on the year's experience with the principal.

11.8.3 Nothing herein shall preclude the principal from observing the work of the unit member during the course of the year.

11.8.4 The parties shall seek an Education Code waiver to change the frequency of evaluation from each two (2) years to each three (3) years.

11.8.5 Furthermore, the parties will, through the Professional Development Academy, provide professional development in support of this program; such support shall be concurrent with any unit member's first utilization of this option.

11.9. Special Provisions

11.9.1 Unit members employed on temporary contracts on or before October 1 and employees in job share positions other than one-semester alteration shall be subject to all preceding provisions of Article 11.

11.9.2 Special provisions for evaluation of temporary teachers hired after October 1 and for teachers participating in the job sharing program on a one-semester-each basis.

Special Timelines

Announcement Fifth day after assignment begins.

Materials Within first two (2) weeks after assignment begins.

Initial Conference Complete prior to thirty (30) days after assignment begins.

Interim Evaluation Temporary employees hired prior to December 1, if requested at initial conference.

One-semester job sharers: Final evaluation only.

Final Evaluation Two (2) weeks prior to end of last semester of employment for the year.

ARTICLE 12

Beginning Teacher Support

- 12.1. There shall be a Beginning Teacher Support Program ("Program"). It will be a BTSA compliant program serving those unit members eligible for State funding.
- 12.2. The Program shall be jointly administered by the Peer Assistance and Review Program Panel pursuant to the provisions of sections 13.2 insofar as they are consistent with BTSA requirements.
- 12.3. Commencing with the 2001 – 2002 school year the Program shall provide its service through full time released support providers on a ratio of 1:15-18.
- 12.4. **Coaches:**
 - 12.4.1. The number of coaches to be released shall be determined by the number of eligible teachers.
 - 12.4.2. Coaches shall have staggered terms; the first Lead Coach shall have a four and one-half year term and be identified and employed for the second semester of 1998 – 1999 through June 30, 2003.
 - 12.4.3. The remaining coaches shall have a three year term.
 - 12.4.4. Nothing herein shall prohibit a coach from reapplying for an additional term.
 - 12.4.5. All such terms are subject to annual evaluation by the Panel.
 - 12.4.5.1. The documentation of such evaluation shall not be made a part of the coach's personnel file except upon the express written request of the individual coach.
 - 12.4.6. The parties do not see this position as a part of the career ladder of an individual who seeks to be an administrator in the District.
 - 12.4.7. Prior to starting service as a coach, each person so selected shall sign an agreement which provides, in part, that it is his/her intent to return to the classroom after leaving the Program.
 - 12.4.8. Coaches shall have responsibility for 15 - 18 eligible teachers.
 - 12.4.9. Coaches shall have a 183 day workyear. The PAR Panel shall schedule the workyear for coaches and may add additional days (at per diem compensation) as necessary.
 - 12.4.10. There shall be a Lead Coach with a workload of 10; this reduced workload shall be in recognition of additional responsibilities which

shall include, but not be limited to, scheduling the work of the peer coaches and facilitating the work of the PAR Panel. The workyear for this position shall be 193 days (at per diem compensation) but may be adjusted by the Panel.

- 12.4.11. At the conclusion of their service, coaches shall have return rights to a position for which the individual is qualified at their school of origination. If there is no open position, a position will be created by an involuntary transfer of the least senior teacher. *[Source: current Agreement, §5.9.]*
- 12.4.12. Coaches shall have the responsibility of working confidentially with eligible teachers in a strictly assist mode.
- 12.4.13. Coaches are expected to communicate effectively and appropriately with the school principal with regards to all aspects of the program.
- 12.4.14. Evaluators may provide coaches with copies of beginning teachers' goals and objectives, interim evaluations, and improvement plans.
- 12.4.15. Coaches' performance assessments of eligible teachers shall be formative and shall not be shared with administrators; nor shall such assessments be used for employment-related evaluations, as a condition of employment, or as a basis for terminating employment.
- 12.4.16. Utilizing funds from the Program, Coaches may provide release days and conference attendance as developmental tools for eligible teachers.
- 12.4.17. Eligible Teachers participating in the Program shall be required to spend up to five (5) hours per year beyond their regular workday for purposes of completing their formative portfolio. These hours shall be compensated at the non-instructional hourly rate [currently \$20.00 per hour].

[Article 7 (Workyear): add new section 7.1.5 (Length), using same language as 12.4.17 above.]

ARTICLE 13

PEER ASSISTANCE AND REVIEW

13.0 Program Components

13.1 There shall be a Peer Assistance and Review (PAR) Program (hereafter referred to as "PAR Program") for all unit members who have responsibility for a full classroom of students [unit members who appear to be excluded are nurses and speech pathologists]. The Program shall be:

13.1.1 Permanent Teacher Intervention Program

13.1.1.1 The PAR Program shall provide intervention to permanent teachers who receive an "unsatisfactory" evaluation in any domain of the California Standards for the Teaching Profession as provided in Article 11 of this Agreement through peer coaches.

13.1.1.2 Teachers receiving two or more "needs to improve" in any domains of the California Standards for the Teaching Profession in two consecutive years may be referred to the Peer Assistance and Review Panel (hereafter referred to as "PAR Panel") by the principal for intervention under this program.

13.1.1.2.1 The PAR Panel shall have the authority to accept or reject such referrals.

13.1.1.2.2 Teachers so referred shall have an opportunity to appear before the PAR Panel prior to its determination in opposition to such a referral.

13.1.1.2.3 If the PAR Panel accepts the recommendation, participation is mandatory.

13.1.1.3 Further, permanent teachers desiring assistance in improving their practice may apply to the PAR Panel for such assistance on a confidential basis.

13.1.1.3.1 The PAR Panel shall have the authority to accept or reject such referrals.

13.1.1.3.2 If a teacher is accepted into the PAR program as a volunteer, documentation will not be placed in the personnel file

only so long as participation continues to be on a voluntary basis.

- 13.1.1.4 This PAR Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and Article 11 (Evaluation) of this Contractual Agreement.

13.2 Peer Assistance and Review Panel

13.2.1 The PAR Program shall be governed by the PAR Panel composed of four District members and four MDEA members. Decisions shall be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least five (5) members.

13.2.2 The PAR Panel shall be responsible for:

13.2.2.1 Meeting at least four (4) times annually to review the work of the coaches with their caseloads;

13.2.2.1.1 Generally, the Panel shall meet within the Panel members' workday; however, work after 4:00 p.m. shall be compensated at the negotiated hourly rate.

13.2.2.2 Developing the budget for the PAR Program subject to Board approval;

13.2.2.3 Any decisions about eligibility for the PAR Program;

13.2.2.4 Selecting peer coaches; peer coaches shall be selected by a committee comprised of the PAR panel, the Coordinator of the BTSA program, one PAR/BTSA coach designated by the PAR Panel, and one union member appointed by the union president;

13.2.2.5 Evaluating peer coaches;

13.2.2.6 Accepting or rejecting referrals for intervention from principals per Section 13.1.1.2 above;

13.2.2.7 Accepting or rejecting voluntary requests for assistance from individual teachers per Section 13.1.1.3 above;

13.2.2.8 Monitoring the progress of permanent teacher intervention including making the decision on the success of such intervention and so advising the Board of Education;

13.2.2.9 Selecting its own chair; and

13.2.2.10 Reviewing coaches' interventions and assistance.

- 13.2.3 A Panel member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to Section 13.2.1 above.

13.3 Coaches

- 13.3.1 The work of delivering the direct service to unit members in intervention shall be provided by the same coaches as those who provide Beginning Teacher Support.
- 13.3.2 Each permanent teacher intervention assignment for an individual coach shall be calculated as two (2) evaluatees on the caseload as delineated in § 12.4.8.
- 13.3.3 Voluntary participants in this PAR Program shall count as one (1) on the caseload.

13.4 Permanent Teacher Intervention

- 13.4.1 The purpose of this PAR Program is to assist and offer remediation to permanent teachers whose performance has been evaluated as "unsatisfactory" in one or more of the California Standards for the Teaching Profession by the principal, or who are otherwise assigned or volunteer to participate in the PAR Program to achieve a "proficient" level of performance consistent with the Standards. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the school district. The written documentation in the evaluation report shall become a part of the permanent teacher's personnel file.
- 13.4.2 The prime focus of this PAR Program is to provide assistance and renew quality teaching.
- 13.4.3 Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference in the spring of the year when the teacher receives the "unsatisfactory" evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the lead coach to begin the development of an Individual Learning Plan. If the permanent teacher so desires, MDEA

shall provide representation in this meeting.

13.4.4 During the period of assistance, the permanent teacher's evaluation shall be the joint responsibility of the coach and the Panel. It is the intent of the parties that this process serve as the sole evaluation process for the permanent teacher and that it be based on the permanent teacher's adherence to the California Standards for the Teaching Profession and Article 11 (Evaluation) of this Agreement.

13.4.5 The assistance shall be provided by the peer coaches under this article and shall be closely monitored by this PAR Program's governing Panel.

13.4.6 Communication, consultation, and review of evaluation documents with the principal shall be ongoing.

13.4.7 Nothing in this article precludes the principal or District from doing informal observations, nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.

13.4.7.1 Should the principal deem it necessary to communicate with a teacher in this intervention program in a manner that relates to progressive discipline, i.e. letter of warning, reprimand, etc., he/she may copy the coach who shall report the same to the Panel.

13.4.8 The coach will share all written and verbal evaluation reports during a conference with the teacher at least once every eight weeks unless there are conflicting contractual evaluation timelines. Evaluation timelines shall take precedence over PAR timelines. Prior to the conference, there will be an opportunity for input from the principal. A copy of the written reports will be provided to the principal and the Panel.

13.4.9 At the same time reports are made to the Panel regarding first year teachers' performance, the Coach will provide an oral report and all written documentation regarding the progress of the permanent teacher in the Peer Assistance and Review Program.

13.4.9.1 The teacher and principal may be present for the coach's presentation and will be given an opportunity to respond to the report.

13.4.9.2 However, none of these individuals in section 13.4.9.1 may be present during deliberations of the Panel which are confidential. The Panel may request additional follow-up information from any of these individuals.

- 13.4.10 The course of assistance shall include one or more of the following:
- 13.4.10.1 Multiple classroom observations by the peer coach;
 - 13.4.10.2 Assistance specific to the Standard which has been evaluated to be "unsatisfactory";
 - 13.4.10.2.1 Or other areas deemed in need of assistance by the coach during the period of assistance.
 - 13.4.10.3 Opportunities for the teacher receiving assistance to observe exemplary practice, either by the peer coach or other exemplary teacher;
 - 13.4.10.4 District provided professional development opportunities;
 - 13.4.10.5 Conference attendance, often in the company of the peer coach to facilitate reflection on how this experience fits into the Individual Learning Plan;
 - 13.4.10.6 Other forms of assistance which the peer coach and the Panel may provide; and
 - 13.4.10.7 The parties understand that every possible subject matter competency may not be available within the corps of coaches; and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the peer coach shall maintain prime responsibility for the Individual Learning Plan, but may function more like a case carrier who assures the availability of appropriate resources.
- 13.4.11 At the conclusion of the year of remediation, the Panel shall report to the permanent teacher, the principal, and the Board of Education of the School District that:
- 13.4.11.1 Either the permanent teacher is now "proficient" in the California Standards for the Teaching Profession, and the principal shall evaluate the unit member the next year; or
 - 13.4.11.2 The Panel and assisting coach do not consider that further assistance and remediation will be successful with reasons in support of this conclusion. The District may then initiate dismissal proceedings or may send the member back to the principal for evaluation the next year.
- 13.4.12 Notwithstanding §13.4.11 above, and while the term of this assistance shall normally be for one school year, the intervention may be extended to a second year if the Panel believes progress is being made although the permanent teacher may not have returned to a "proficient" level of performance.

13.4.13 The deliberations of the Panel shall be closed and confidential; their decisions shall be based on the information provided by the coach, the principal, the permanent teacher and/or MDEA representative who is assigned.

13.4.13.1 The report of the vote shall only include the number of Panel members voting on each side of any question before the Panel.

13.4.14 The decision of the Panel shall be reported to the teacher, the coach, and the principal in conference with the Director of Certificated Personnel and a representative of MDEA who is a member of the Panel.

13.5 Permanent Teacher Due Process Rights

13.5.1 The permanent teacher shall be entitled to review all reports generated by the peer coach prior to their submission to the Panel and to have affixed thereto his/her comments. To effectuate this right, the peer coach shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.

13.5.2 The permanent teacher shall have a right to be represented by MDEA in any meetings of the Panel to which they are called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.

13.5.3 The decision to refer a permanent teacher for intervention through this PAR Program shall not be subject to the grievance procedure.

13.5.4 The permanent teacher shall have the right to timely reports of progress being made.

13.5.5 The permanent teacher shall have the right to present reasons why a specific peer coach should be replaced and another coach substituted and to have those reasons considered.

13.5.6 Consistent with §13.4 of this Agreement, the record of this intervention may be sealed within the personnel file after four (4) years.

13.5.6 This Program in no manner diminishes the legal rights of bargaining unit members.

13.6 Miscellaneous Provisions

13.6.1 A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations, or decisions of the Panel, but may file responses which shall become part of the official record of the intervention.

- 13.6.2 This program shall be a partnership program. In addition to the District and MDEA, the parties shall immediately put forward a Request for Proposal to the deans of schools of education in the area to secure a university partner for this program. The university entering into this partnership shall be evaluated on the basis of the additional resources it is able to bring to bear, especially in training the peer coaches to meet their responsibilities and in the development of the rubric envisioned in §11.2.1.
- 13.6.3 Expenditures for the PAR Program shall not exceed revenues or received funds made available through passage of AB1x (1999, Villariagosa or successor legislation) excluding the allowable administrative cost.
- 13.6.4 At the conclusion of the 2000 – 2001 fiscal year, if revenue exceeds expenditures, the parties shall meet to determine the allocation of the surplus.
- 13.6.5 MDEA and the District shall immediately develop a request for waiver for submission to the State Board of Education to modify the composition of the PAR Panel consistent with this Agreement.
- 13.6.6 Funds shall also be set aside to allow the Peer Coaches funds to provide for release days and/or conferences as developmental tools with the teachers assigned to the PAR Program.
- 13.6.7 It is understood and agreed that this PAR Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villariagosa) or successor legislation.
- 13.6.8 The cost of releasing coaches and support providers for service in the PAR Program shall be computed on the basis of a step 1, column 1 replacement temporary teacher plus benefits, fixed costs, and the per diem cost of the Coaches' extra 10 days.
- 13.6.9 Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.
- 13.6.10 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-re-election of certificated employees.
- 13.6.10.1 Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code

Section 44938.

- 13.6.11 The Peer Assistance Program shall be reviewed annually.
- 13.6.12 The District shall hold harmless the members of the PAR Panel and the coaches for any liability arising out of their participation in this PAR Program as provided in Education Code Section 44503(c).
- 13.6.13 Confidentiality: All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, panel members and coaches may disclose such information only as necessary to administer this article.

ARTICLE 14

SALARIES

14.1. Increase -- 2001-2002

14.1.1. Appendix A: The Credentialed Salary schedule as indicated in Appendix A shall be increased by two and one-half percent (2.5%) effective midyear.

14.1.2 Appendix B: All Athletic Coaches listed in Appendix B shall receive a one and one-quarter percent (1.25%) increase to their extra compensation in stipends retroactive to July 1, 2001. For all other special duties listed in Appendix B, extra compensation stipends shall be increased by two and one-half percent (2.5%) effective midyear. Effective July 1, 2002, all extra compensation stipends listed in Appendix B shall reflect a two and one-half percent (2.5%) increase over the amounts set forth in the 2000-2001 Appendix B document.

14.2 2002-2003

14.2.1 Based on the District's fiscal status and budget assumptions as mutually understood by the parties as of the date of reaching agreement on the 2001-02 contract, there shall be no negotiations (other than Continuous Bargaining – Section 1.9) in 2002-03.

However, if either party believes that the District's fiscal status has changed significantly from the budget assumptions relied on in reaching this agreement, upon either party's request, negotiations over compensation shall be reopened for 2002-03.

14.3 **Budget Assumptions for 2001-2004 Agreement**

14.3.1 The budget assumptions relied on by the parties in reaching this agreement are 1) the 2001-2002 Adopted Budget, and 2) the Multi-Year Revenue/Expenditure Budget Projections (cover page 8/14/01, remaining pages 9/4/01), as modified by the parties on page 5 of the 5-page document. These documents are incorporated herein as part of this agreement.

14.4 Regulations

- 14.4.2 The salary schedule will be implemented according to provisions in Appendix A.

14.5 Work Years of Different Length

- 14.5.1 All unit members who are required to serve for a work year different than that specified in Article 7 (Work Year), §7.1 of this Agreement shall receive salary which is not less than that which bears the same ratio to the established annual salary as the length of the required work year bears to that specified in Article 7 (Work Year), §7.1. A unit member who serves full time for one (1) semester shall receive no less than one-half annual salary.

14.6 Payroll Period

- 14.6.1 For unit members who receive their first salary warrant prior to January 31, 2000, salary warrants shall be delivered not later than the last day of the month which the district office is open, except for the month of December, which shall be delivered on the first workday of January. The District shall make arrangements for those unit members requesting to pick up their pay warrant on the first workday of January at the District Office. Salary payments for services in addition to the unit member's regular assignment shall be made not later than the tenth of each month.
- 14.6.2 For unit members who received their first salary warrant on or after January 31, 2000, salary warrants shall be delivered not later than the last day of the month which the District office is open. Furthermore, unit members covered by 14.8.1 may choose this option. Salary payments for services in addition to the unit member's regular assignment shall be made not later than the tenth of each month.
- 14.6.3 Unit members employed prior to July 1, 2000 may designate their payroll option from Options I or II below for the succeeding school year by completing the appropriate District payroll form in May. Payroll options selected shall be effective for the following September.
- 14.6.3.1 Option I: Unit members shall receive twelve (12) monthly payments commencing with the last workday

in September and ending with the last workday in August.

14.6.3.2 Option II: Unit members shall receive ten (10) monthly paychecks commencing with the last workday in September and ending with the last workday in June.

14.6.4 Unit members initially employed on or after July 1, 2000 shall be paid in twelve (12) equal payments for the year, pursuant to Education Code section 45039.

14.7 Hourly Compensation

14.7.1 Certificated Hourly Rate

14.7.1.1 Unit members who are authorized to receive extra compensation on an hourly basis for work in addition to their regular assignment (i.e., summers, weekends, nonwork days and evenings) shall receive twenty (\$20.00) per hour for each additional hour computed to the nearest quarter hour.

14.7.1.2 Assignments for which hourly compensation may be paid shall include but not be limited to:

14.7.1.2.1 Curriculum Development

14.7.1.2.2 Staff Development

14.7.2 Summer School Pay

14.7.2.1 Unit members who are authorized to receive extra compensation on an hourly basis for work in addition to their regular assignment as Summer School Teachers shall receive twenty-five dollars (\$25.00) per hour for each additional hour computed to the nearest quarter hour for the 2000 Summer School Session.

14.8 Advanced Degrees

14.8.1 Unit members on the Credentialed Teachers' Salary Schedule with a Master's degree or doctorate in lieu of Master's degree, will receive an amount as indicated on Appendix A.

14.9 Standards-Based Intervention Pay

- 14.9.1 Effective with the fall of 2000, unit members who are authorized to receive extra compensation on an hourly basis for work in addition to their regular assignment as Standards-Based Intervention teachers shall receive twenty-five dollars (\$25.00) per hour for each additional hour computed to the nearest quarter hour.

- 14.9.2 The District shall determine which programs qualify for such pay. However, these programs shall provide standards-based academic instruction, such as extended day and retention programs.

Mt. Diablo Unified School District
MULTI-YEAR REVENUE/EXPENDITURE BUDGET PROJECTIONS

With State Budget and
with Actuals for 2000-01

	2000-01	2001-02	2002-03	2003-04
BEGINNING BALANCE	\$ 18,727,067	\$ 22,823,913	\$ 24,486,324	\$ 29,496,412
REVENUE				
Total Revenue	230,676,383	226,819,739	233,347,007	239,358,041
Revenue plus Beginning Balance	249,403,450	249,643,652	257,833,331	268,854,453
EXPENDITURES				
Total Expenditures	226,579,537	225,157,328	228,336,919	232,199,783
REVENUE/EXPENDITURE DIFFERENCE	4,096,846 *	1,662,411 †	5,010,088	7,158,258
ENDING BALANCE	22,823,913	24,486,324	29,496,412	36,654,670
Restricted for categorical programs	8,127,483	8,127,483	8,127,483	8,127,483
Reserved for revolving cash/stores	1,210,248	1,210,248	1,210,248	1,210,248
Reserved for economic uncertainties (2%)	4,803,144	4,803,144	4,803,144	4,803,144
Designated lottery funds (with cap at \$100)	500,444	700,220	883,230	1,502,387
Designated for Student Information System (from Special Ed. mandated cost settlement with the state)	1,000,000	1,000,000	1,000,000	1,000,000
Designated for consent decree (from Special Ed. mandated cost claim settlement)	500,000	0	0	0
Designated (balance of funding from Special Ed. mandated cost claim settlement not yet allocated)	74,593	54,593	54,593	54,593
Designated energy support funds from state	0	1,209,195	1,209,195	1,209,195
Designated for site carryover	5,309,126	5,309,126	5,309,126	5,309,126
Designated for unaudited mandated cost revenue	303,861	303,861	303,861	303,861
Designated one-time money	202,686	110,462	110,462	110,462
UNRESTRICTED/UNDESIGNATED ENDING BALANCE	792,328	1,657,992	6,485,070 †	13,024,171 †

* Expenditures of \$9,640,283 were funded by the restricted and designated balances carried forward from 1999-2000 which should not be counted as ongoing expenditures. The categorical budgets were under spent by \$8,127,483 and the school site budgets were under spent by \$5,309,126. Since the budgets are based on 2000-2001 revenue, these amounts should be considered as 2000-2001 expenditures. The revenue includes one-time funding of \$1,574,593 from the Special Ed. mandated cost claim settlement. After adjusting for these items, the difference between ongoing revenue and ongoing expenditures is (\$1,274,073).

† The 2001-02, 2002-03, and 2003-04 revenue projections include the estimated Cost-of-Living Adjustment (COLA) of 3.87%, 3.4%, and 2.9%; however, no salary increases have been included. Salary increases for 2001-02, 2002-03, and 2003-04 have not been negotiated.

‡ The revenue includes the Energy Support funds from the state of \$1,209,195 that are one-time, and the expenditures include \$500,000 for one-time costs to implement the consent decree. After adjusting for these items, the difference between revenue and expenditures is \$953,216.

Mt. Diablo Unified School District
MULTI-YEAR REVENUE/EXPENDITURE BUDGET PROJECTIONS

With State Budget and
 with Actuals for 2000-01

	2000-01	2001-02	2002-03	2003-04
BEGINNING BALANCE	\$ 18,727,067	\$ 22,823,913	\$ 24,486,324	\$ 29,496,412
REVENUE				
Projected Revenue (2000-01 is based on the end-of-year actuals)	230,676,383	227,470,785	226,819,739	233,347,007
State Budget Act and Other Revenue Adjustments:	0	0	0	0
Revenue Limit:				
Change in 01-02 COLA from 3.91% in adopted budget to 3.87%	0	(34,573)	0	0
Equalization funding (\$10.65 per ADA)	0	370,912	0	0
32.31 projected MDUSD ADA going to Eagle Peak Montessori Charter School	0	(148,209)	0	0
PERS reduction partially bought out (legislation required)				
Freeze recapture at prior-year level	0	118,906	0	0
2% reduction	0	78,440	0	0
Special Education:				
Federal funding reduced from \$17 to \$7.95 per ADA <i>change = \$9.05 ↓</i>	0	(385,659)	0	0
AB602 calculation no longer allows federal funding to affect COLA, growth and "incidence factor" funding	0	(62,515)	0	0
Mandated cost settlement estimate (ongoing) revised from \$17.50 to \$17.56 per ADA	0	2,557	0	0
32.31 projected MDUSD ADA going to Eagle Peak Montessori Charter School (zero projected in adopted budget)	0	(20,396)	0	0
Change in 01-02 COLA from 3.91% in adopted budget to 3.87%	0	(8,175)	0	0
NPS/LCI funding decline due to revenue limit equalization funding	0	(70)	0	0
Correction to adopted budget (local assistance funding calculation)	0	(267,294)	0	0
Regular and Special Ed. Transportation:				
Change in 01-02 COLA and growth funding from 5% to 5.32%	0	6,894	0	0
Staff Development Buy Back				
Increase due to higher attendance	0	53,684	0	0
Change in rates per State Budget Act	0	(420)	0	0
9th Grade Class-Size Reduction:				
Increase due to increased student participation	0	26,373	0	0
Increase due to higher rate in 00-01	0	26,484	0	0
K-3 Class-size Reduction:				
Reduction due to Eagle Peak ADA loss and revision to funding rates	0	(32,854)	0	0
Supplemental Grant:				
Change in 01-02 COLA from 3.91% in adopted budget to 3.87%	0	(560)	0	0
Categorical "per-ADA" funding (formerly mega-item COLA/growth) increased from \$12 to \$12.05 per ADA	0	1,738	0	0
Energy Support Funds (one time) (\$33 per ADA)	0	1,209,195	(1,209,195)	0
Lottery (decrease in unrestricted funding from \$118.40 to \$118.00 per ADA and change in ADA to actual 00-01 ADA)	0	(11,044)	0	0

Mt. Diablo Unified School District
MULTI-YEAR REVENUE/EXPENDITURE BUDGET PROJECTIONS

With State Budget and
with Actuals for 2000-01

	2000-01	2001-02	2002-03	2003-04
Regular ADA growth (146 in 02-03; (48) in 03-04)	0	0	694,339	0
Revenue Limit COLA (3.4% in 02-03 and 2.9% in 03-04)	0	0	5,637,906	4,984,779
Special Education COLA (3.4% in 02-03, and 2.9% in 03-04) and growth funding	0	0	845,843	661,400
Special Education nonpublic school funding for Licensed Children's Institutions	0	0	6,560	7,188
Special Ed. mandated cost settlement (with the state):				
Reverse one-time funding for districts (\$45.25 per ADA) received in 00-01	0	(1,559,982)	0	0
Reverse one-time funding for SELPA (est.) received in 00-01	0	(14,478)	0	0
COLA on K-3 class-size reduction program (3.4% in 02-03, 2.9% in 03-04) with K-3 enrollment changes	0	0	321,411	165,878
COLA on high school class-size reduction program (3.4% in 02-03, 2.9% in 03-04) with 9th grade enrollment changes	0	0	59,769	45,696
Lottery ADA and funding adjustments (decreasing unrestricted dollars)	0	0	(9,167)	(350)
Categorical "per ADA" funding	0	0	(7,196)	(15,789)
COLA on staff development buy back funding for two days (3.4% in 02-03, 2.9% in 03-04)	0	0	37,769	31,023
COLA/Growth funding for regular and Special Ed. transportation (4.4% in 02-03, 3.7% in 03-04)	0	0	99,837	87,648
Supplemental grant COLA (3.4% in 02-03, 2.9% COLA in 03-04)	0	0	49,392	43,561
Total Revenue	230,676,383	226,819,739	233,347,007	239,358,041
Revenue plus Beginning Balance	249,403,450	249,643,652	257,833,331	268,854,453
EXPENDITURES				
Projected Expenditures (2000-01 is based on the end-of-year actuals)	226,579,537	224,184,486	225,157,328	228,336,919
Additional 5.14 certificated FTE for secondary schools approved by Board 6/26/01	0	255,112	0	0
Hazardous materials compliance budget approved by Board 6/26/01	0	55,900	0	0
Consent Decree one-time expense (funded with Special Ed. mandated cost revenue) approved by Board 6/26/01	0	107,000	(107,000)	0
Consultants, trainers, and planners for program development (funded with Special Ed. mandated cost revenue) approved by Board 6/26/01	0	20,000	(20,000)	0
Additional 7.0 certificated FTE presented to Board 8/14/01	0	379,795	0	0
Additional 4.0 certificated FTE for Special Education presented to Board 8/14/01	0	198,740	0	0
Increase hours for intermediate typist clerk in Research & Evaluation, one-time expense presented to Board 8/14/01	0	16,646	(16,646)	0
Additional 10.31 FTE Special Ed. assistants presented to the Board 8/14/01	0	377,920	0	0
Local One Clerical position reclassified to computer systems technician, presented to the Board 8/14/01	0	5,368	0	0
One-year contract for educational interpreter presented to the Board 8/14/01	0	50,000	(50,000)	0
Facility lease for Diablo Day presented to the Board 8/14/01	0	125,000	0	0
Rehire savings for 25 teachers who submitted retirement papers after budget was developed	0	(618,639)	0	0

PLEASE POST

2.5% MIDYEAR SALARY INCREASE

Effective date depends on your pay cycle:

If your pay cycle is . . .

*Your paycheck will reflect the
midyear increase on . . .*

12 months (July 1 - June 30)

January 31

12 months (September 1 - August 31)

March 31

10 months (September 1 - June 30)

February 28

10½, 11, and 11½ months

February 28

10 months (hourly employees paid on the tenth)

March 10

(Information provided by the Payroll Department)

*JRF 11/19/01
JC 11/19/01*

ARTICLE 15

PAYMENT FOR NONTEACHING DUTIES

15.1. Activity Supervision

15.1.1. At the high school, middle and elementary school levels the District will pay twenty five dollars (\$25.00) per unit member assigned for activity supervision including but not limited to the following:

15.1.1.1. High School

- 15.1.1.1.1. Athletic Events
- 15.1.1.1.2. Dances
- 15.1.1.1.3. Music Presentations
- 15.1.1.1.4. Drama Presentations
- 15.1.1.1.5. Talent Show

15.1.1.2. Middle School

- 15.1.1.2.1. Dances
- 15.1.1.2.2. Music Presentations
- 15.1.1.2.3. Carnivals/Fairs
- 15.1.1.2.4. Drama Presentations
- 15.1.1.2.5. Talent Show

15.1.1.3. Elementary Schools

- 15.1.1.3.1. Carnivals/Fairs
- 15.1.1.3.2. Music Presentations
- 15.1.1.3.3. Drama Presentations
- 15.1.1.3.4. Talent Show

15.1.2. Payment for such assignments will be limited to a maximum number per year of two hundred (200) assignments per high school, thirty-two (32) assignments per middle school and sixteen (16) assignments per elementary school.

15.1.3. Unit members at each site will be given equal opportunity to volunteer for activity supervision assignments. Assignments will be equalized among unit member volunteers to the extent possible. Activity supervision assignments will not be given to non-bargaining unit members if unit member volunteers are available.

15.2. Outdoor Education Programs

- 15.2.1. Unit members participating in District-approved outdoor/ environmental education programs shall earn one-half day of compensatory time for each night spent in residence during the program. Such compensatory time shall be available for unit members to use at their discretion during the school year, except that it may not be used during the last week of the school year.**
- 15.2.2. The compensatory time may be carried over to the school year following the year in which it was earned by written mutual agreement between the unit member and the school principal.**
- 15.2.3. A unit member who does not attend camp and does not voluntarily exchange assignments with another unit member at his/her site shall not be required to substitute for absent unit members nor to perform duties away from his/her classroom during the time that his/her students are participating in the outdoor education program, other than to take responsibility for students remaining at school because they are not participating in the outdoor education program, and other responsibilities regularly assigned.**

ARTICLE 16

EMPLOYEE BENEFITS

16.1 Internal Revenue Code (I.R.C.) Section 125 Plan

16.1.1 Premium Payment Plan

The District shall provide full dental coverage (under Delta Dental) and full family vision coverage under the Vision Services Plan with a twenty dollar (\$20.00) deductible for the 12/12/24 Plan. Such vision and dental coverage shall apply to dependents of unit members who have qualified for coverage under the CalPERS Health Program, as well as for those who have purchased coverage through CalPERS.

16.1.2 Flexible Spending Arrangement

After purchasing medical benefits under CalPERS or providing proof of alternate coverage, the 125 plan may be utilized, within the sole discretion of the employee, to voluntarily purchase with pre-tax dollars, other kinds of benefits, e.g., orthodontia, child care, etc. Purchase of these additional benefits is the employee's sole responsibility; if an employee chooses to "set aside" a certain amount of money, but fails to fully utilize the amount within the plan year, any amount not used is surrendered.

16.2 The District's medical benefit allocation for each unit member electing to be covered will be \$192 per year (\$16.00 per month for 12 months).

16.3 New Unit Members

16.3.1 New unit members must enroll in dental and vision plans within thirty (30) days of the first date of employment. Insurance coverage will begin on the first day of the month following the receipt of the health benefits application in the Risk Management office. The District will provide new unit members with an explanation of these plans in sufficient time to enable meeting the 30 day enrollment deadline.

16.4 Payroll Deduction Rights and Information

16.4.1 In addition to the foregoing District-paid plans, a unit member may authorize amounts to be withheld for premiums of certain group life, income protection, and liability insurance plans.

16.5 Leaves of Absence - Effect on Benefits

16.5.1 Dental and vision coverage continues as part of the compensation of unit members on paid leaves of absence.

16.5.1.1 Unit members on an authorized paid or unpaid leave of absence may continue their medical through an option of self-paying for benefits. An employee who wishes to sign-up for self-pay benefits must contact the Risk Management Department prior to the commencement of the leave.

16.5.1.2 Unit members on an authorized unpaid leave of absence may continue their dental and vision coverage under the self-pay option. An employee who wishes to sign-up for self-pay benefits must contact the Risk Management Department prior to commencing a leave of absence.

Benefits will automatically continue for the month in which the leave begins and one succeeding month. The amount of any premium required will be withheld from the employee's check. An employee wishing NOT to continue medical benefits during a paid or unpaid leave of absence must cancel those benefits with the Risk Management department.

16.5.1.3 An employee returning from an unpaid leave of absence must contact the Risk Management Department prior to his/her return to re-enroll for benefits.

16.5.2 Payment in advance for a three-month premium is required. In the event of a price increase in any of the coverages, the unit member on leave will pay the increase. A billing will be sent to the unit member on leave for immediate payment. It shall be the unit member's responsibility to notify the District

of any change of address or family status to ensure continuity of coverages. Prepaid premiums for dental and vision coverage must be received by the tenth of the preceding month in the office of the Budget and Fiscal Services Director for coverage to continue effective. Coverages must continue without interruption in order to ensure eligibility and protection. Self-paid premiums for medical coverage will, after an initial payment to the district, be billed directly by the carrier.

- 16.6 The District will continue current practice of providing dental and vision benefits for unit members while on Family Care Leave.

16.7 Duration of Benefits

Unit members who work a complete school year and are in paid status on June 30 shall be provided with dental and vision benefits through September of the following school year, and with medical benefits through September of the following year if they have been purchased pursuant to section 16.1.1. A complete school year is defined as being in paid status for a minimum of seventy-five percent (75%) of the employee's contract year (e.g. 138 days = 75% X 183 days).

16.8 COBRA

- 16.8.1 The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a unit member's employment terminate, he/she shall be entitled to continued coverage under the medical, dental and vision plans in accord with federal law (C.O.B.R.A.).

- 16.8.2 Current law provides for continued participation for a maximum of eighteen (18) months. A unit member wishing to participate in this program after termination shall pay the premiums for the continued coverages in addition to a service charge as provided by law.

ARTICLE 17

PROPERTY DAMAGE

17.1. Property Damage

- 17.1.1. Unit members shall be reimbursed for loss or damage to personal property occurring in the scope of employment of the unit member under the following conditions: (See Appendix I)
- 17.1.1.1. The loss or damage occurs through no fault of the unit member.
 - 17.1.1.2. Payment is subject to a ten dollar (\$10.00) deductible per occurrence.
 - 17.1.1.3. The maximum reimbursement for any one (1) loss shall not exceed two hundred dollars (\$200.00) except for articles of personal clothing when the maximum for any one loss shall be four hundred dollars (\$400.00).
 - 17.1.1.4. The deductible provision does not apply to damages to the clothing of a unit member arising from an assault upon the unit member.
 - 17.1.1.5. Destruction of tires which occurs while the unit member's car is parked in a District parking lot shall be reimbursed up to the unit member's deductible up to \$150 per tire, to a total maximum of \$500. In order to receive this reimbursement the unit member must immediately report the damage to a site administrator and file a police report.
- 17.1.2. If a unit member files a claim for loss or damage to personally owned equipment or teaching materials which have been brought to school, reimbursement for these articles shall be allowed under the terms of this contract provided that:
- 17.1.2.1. Such articles are for use in the instructional program.
 - 17.1.2.2. Prior written approval for use of such articles at school is obtained from the school administrator.

- 17.1.2.3. The value of such articles is agreed upon by the unit member and the administrator prior to its use at school and is recorded in writing.

- 17.1.3. Sample forms to be used to implement this section shall be distributed annually at the full faculty site meeting used for organizing the school for the year.

ARTICLE 18

TRAVEL

18. Reimbursement

18.1. A unit member who may be required to use his/her own auto in performance of his/her duties and a unit member who is assigned to more than one (1) work site shall be reimbursed at a per-mile rate adjusted annually on July 1 to correspond to the rate allowed without itemization by the Internal Revenue Service. Such reimbursement shall be for:

18.1.1. Travel between work sites.

18.1.2. Meetings or activities assigned or approved by the District (e.g., Open House, activities supervision, Parents Club, PTA, Site Councils)

18.1.3. Other work-related responsibilities.

18.2. Approval

18.2.1. Reimbursement for mileage will be for miles actually driven and must be approved in advance by the unit member's principal/program administrator or designee.

18.3. Limitations

18.3.1. One-way mileage to meetings or activities held within the District shall not exceed twenty-five (25) miles.

18.4. Emergencies

18.4.1. In the event of gasoline shortages or rationing, the District shall provide itinerant unit members with written statements to the effect that their autos are required in performance of their duties.

ARTICLE 19

LEAVES OF ABSENCE

19.1. Types of Leaves

19.1.1. Leaves of absence provided in this contract shall fall into the following categories:

19.1.1.1.1. Leaves of absence with pay and District-paid fringe benefits. The following leaves of absence with pay are provided:

- 19.1.1.1.1.1. Sick Leave
- 19.1.1.1.1.2. Industrial Illness or Accident
- 19.1.1.1.1.3. Bereavement
- 19.1.1.1.1.4. Personal Necessity
- 19.1.1.1.1.5. Jury Duty
- 19.1.1.1.1.6. Court Appearance
- 19.1.1.1.1.7. Personal Business
- 19.1.1.1.1.8. Paid Military
- 19.1.1.1.1.9. Sabbatical
- 19.1.1.1.1.10. Association Business
- 19.1.1.1.1.11. Layoff Leave
- 19.1.1.1.1.12. Professional Conference Leave

19.1.2. The following leaves of absence without pay are provided:

- 19.1.2.1. Improvement of Health
- 19.1.2.2. Educational Improvement
- 19.1.2.3. Opportunity
- 19.1.2.4. Maternity
- 19.1.2.5. Parental
- 19.1.2.6. Political
- 19.1.2.7. Religious Observance
- 19.1.2.8. General
- 19.1.2.9. Pre-Retirement

19.1.3. A unit member may elect to continue medical, dental and vision coverage while on unpaid leave as provided in Article 16, §16.6 of this Agreement. A unit member may elect to continue medical coverage while on a paid leave as provided in Article 16, §16.6 of this Agreement.

19.2. General Policies Governing Leaves of Absence

- 19.2.1.** No leave will be considered an interruption in continuity of service.
- 19.2.2.** Any unit member on a leave, paid or unpaid, for one (1) school year or less shall be returned to the same assignment held prior to the beginning of the leave, if that assignment still exists. If the assignment does not exist, the unit member shall be given a similar assignment at the same school. If no similar assignment exists at the same school the unit member shall be returned to a position, subject to the transfer procedures.
- 19.2.3.** The parties shall maintain a list of temporary employees hired to fill the assignment of unit members on leave pursuant to this section.
- 19.2.4.** Unit members returning from a leave, paid or unpaid, greater than one (1) school year shall have the opportunity to return to the same assignment if a vacancy exists. If the assignment is not vacant, the unit member shall be offered a vacant position at the same school. If there is no vacancy at the same school site, the unit member shall be returned to a position, subject to the transfer procedures. A vacancy is defined as a position not held by a probationary or permanent unit employee.
- 19.2.5.** Requests for leave must be submitted to the Personnel Services Office on the appropriate form. With agreement of the District a unit member may return from leave prior to the previously stated return date.
 - 19.2.5.1.** Any forms used for requesting or reporting leaves must be mutually agreed upon by the District and the Association.
 - 19.2.5.2.** The District reserves the right to require verification of absences if the number of absences becomes excessive or has an identified pattern.
 - 19.2.5.3.** Verification of the cause of absence and/or the unit member's fitness to return to work by a licensed physician or recognized practitioner of a church must be presented before allowing payment for six (6) or more consecutive days of absence due to illness or accident.

- 19.2.6. A one (1) year unpaid leave shall be extended for a second year provided that the Personnel Services Office receives a request to extend the leave for a full second year no later than April 15 of the school year preceding that for which the extension is sought. With agreement of the Personnel Services Office, a unit member may be granted a leave extension requested after April 15. Except as provided by statute, the maximum allowable unpaid leave of absence is two (2) consecutive school years.
- 19.2.6.1. For purposes of this section a school year is defined as 75% of the required days of service for the unit member.
- 19.2.7. A unit member need not be granted an Improvement of Health, Educational Improvement, Opportunity, or Parent Leave if that unit member is under active consideration for a disciplinary termination at the time the request for leave is made. If a request for such leave is denied due to a pending disciplinary termination, the unit member shall be so informed in writing of the denial and the reason therefor within one (1) week from the date of the receipt of the request.
- 19.2.8. For all absences subject to a daily rate reduction, the daily rate of pay shall be determined by dividing the annual rate of pay by the number of days in the unit member's work year. The daily rate of pay so determined shall be deducted for each working day (days the unit member is required to be on duty) that the unit member is absent from duty.
- 19.2.9. When a leave is granted, the recipient has a contractual obligation to the District to utilize the leave period for the purpose specified.
- 19.2.10. Retirement credit shall not be earned for any leave of absence without pay. The unit member on leave of absence with pay shall earn retirement credit in accordance with the Education Code.
- 19.2.11. A unit member requesting Educational Improvement or Opportunity Leave shall submit that request in writing no later than April 15 for leaves commencing the following school year. If the leave requested is to commence in the spring semester, the written request shall be submitted no later than December 15. With agreement of the Director of Certificated Personnel, a unit member may be granted such leave requested after April 15 or December 15. Once

requested the leave must be taken unless otherwise agreed by the unit member and the District.

- 19.2.12. The District shall attempt to establish and maintain a list of qualified substitutes for bargaining unit positions.
- 19.2.13. A unit member who becomes ill or must be absent for some other reason must report the need for a substitute by calling the service. The District will make an effort to provide a specifically requested substitute teacher.
- 19.2.14. Unit members shall not be required to substitute for other unit members except in cases of emergency. An emergency for the purposes of this provision exists when for reasons of availability or time, the District is unable to provide a qualified substitute. Nothing in this provision shall prevent any unit member from volunteering to cover an assignment of another unit member.

19.3. Sick Leave

- 19.3.1. Annually, each unit member shall be granted sick leave at the rate of one day per month to a total of ten (10) days with full pay to be used in cases of accident, illness or quarantine. All annual days shall be credited to each unit member at the beginning of each school year. Any days not used will be accumulated indefinitely by the unit member for use if necessary during succeeding years.
- 19.3.2. Unit members shall receive an annual accounting of accumulated sick leave, plus the number of days to which the unit member is entitled for the current school year, no later than November 1 of each year.
- 19.3.3. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated like any other temporary disability and shall be covered by sick leave provisions. The length of disability shall be determined by the unit member and the unit member's medical advisor. Each pregnant female unit member shall be entitled, upon request, to an unpaid leave of absence as provided in §19.17 (Pregnancy & Maternity Leave), in addition to or in place of sick leave.
- 19.3.4. Effective January 1, 1999 the District shall comply with the provisions of: Ed. Code §44977, and Ed. Code § 44978.1. In summary these sections provide for the following:

- 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 would have been paid to a substitute, had one been employed, up to a total of five (5) school months.
- 19.3.4.2. Sick leave, including accumulated sick leave, and the five-month period shall run consecutively.
- 19.3.4.3 An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.
- 19.3.4.4 An employee who is placed on a 24-month or 39-month reemployment list pursuant to Ed. Code § 44978.1 may request an "Improvement of Health" leave pursuant to section 19.14 of this article. This leave may be extended pursuant to section 19.2.6 of this article.
- 19.3.4.5 Return rights from an "Improvement of Health Leave" shall be consistent with the agreement (e. g. sections 19.2.2 & 19.2.4).
- 19.3.4.6 The period of time spent on an "Improvement of Health" leave shall run concurrently with time spent on a 24-month or 39-month reemployment list.
- 19.3.4.7 If an employee is medically able to return to his/her duties after he/she has exhausted his/her "Improvement of Health Leave," but prior to being released from employment (e.g. expiration of the 24-month or 39-month reemployment list) the employee shall be returned to the next available vacancy for which he/she is credentialed and qualified.
 - 19.3.4.7.1 If more than one vacancy exists, the Director of Certificated Personnel shall solicit from the employee his/her preference.
 - 19.3.4.7.2 The Director shall discuss the placement with the principals at the schools identified as a preference. If deemed appropriate by the Director, an interview may be scheduled at one or more of the schools.

- 19.3.4.7.3 It is desirable that the unit member be placed in an assignment that maximizes the possibility of the unit members' success. Therefore, the Director will continue to work with the unit member and the principal to insure a mutually satisfactory and agreeable placement.
- 19.3.4.7.4 If it becomes necessary, the Director shall make the final placement.
- 19.3.5. Unused sick leave days shall be transferred pursuant to §44979 (Ed.C.) when a unit member transfers to another district.

19.4. Industrial Accident

- 19.4.1. Allowable leave for industrial accidents and illnesses shall be for a maximum of sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year of the same accident.
- 19.4.2. Allowable leave for industrial accident or illness shall not be accumulated from year to year.
- 19.4.3. Industrial accident or illness leave shall commence on the first day of absence.
- 19.4.4. When a unit member is absent from his/her duties on account of any industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to this temporary Workers Compensation benefit, will result in payment to him/her of not more than his/her full salary.
- 19.4.5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a (2) temporary disability indemnity award.
- 19.4.6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

- 19.4.7. Upon termination of the sixty (60) days of industrial accident or illness leave and if the unit member is not medically able to return to work, he/she shall be entitled to sick leave, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary Workers Compensation benefits, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary Workers Compensation benefits, will result in a payment to him/her of not more than his/her full salary.
- 19.4.8. During any paid leave of absence, the unit member shall endorse to the District the temporary Workers Compensation checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the member's salary and shall deduct normal retirement and other authorized contributions.
- 19.4.9. The unit member shall qualify for the provisions of this policy when he/she assumes a regular position with the District.
- 19.4.10. Any unit member receiving benefits as a result of this section, shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 19.4.11. A unit member requesting or claiming leave of absence for an industrial accident or illness is required to provide a doctor's statement verifying that the unit member is unable to fulfill his/her regular duties because of the injury or illness.
- 19.4.12. A unit member returning to his/her position from an industrial accident or illness leave, granted under the provisions of this policy, is required to submit a doctor's statement verifying that he/she is able to resume the responsibilities of his/her position.

19.5. **Bereavement**

- 19.5.1. A unit member shall be granted up to a maximum of four (4) days leave on full pay with no deduction of sick leave in the event of death of a member of the immediate family or five

(5) days if travel beyond two hundred (200) miles (one way) is required, or ten (10) days if travel beyond the continental United States is required. A unit member may elect to use as additional bereavement leave all or a portion of the ten (10) days of personal necessity leave. For purposes of this section, "immediate family" includes dependents of unit members who have qualified for coverage under the CalPERS Health Program (Article 16), as well as those included in section 1.2.3.

19.6. Personal Necessity

19.6.1. Personal necessity leave shall be limited to circumstances serious in nature which the employee cannot reasonably be expected to disregard, as opposed to leaves taken at employee choice such as vacation or recreation activities. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time. Every unit member shall be entitled to use ten (10) days of his/her paid sick leave allotment during each school year in case of personal necessity. A unit member is encouraged to, but shall not be required to, secure advance permission to use personal necessity leave for the following reasons:

19.6.1.1. Death or serious illness of a member of his/her immediate family.

19.6.1.2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

19.6.1.3. Funeral of a relative or friend not living in household.

19.6.1.4. Maternal/Paternal - Birth of his/her child, or upon his/her adoption of a child. An additional ten (10) days of accrued accumulated sick leave may be utilized for adoptions which require the unit member to travel outside of the United States and the continent of North America.

19.6.1.5. Observance of a religious holiday or activity of his/her faith.

19.6.2. A unit member shall attempt to give prior notification when using personal necessity leave for the following reasons.

- 19.6.2.1. The presence of the unit member is required to deal with a matter which is not covered under District leave of absence regulations.
- 19.6.2.2. The matter cannot be dealt with outside of the unit member's working day.
- 19.6.2.3. Observance of a religious holiday or activity of his/her faith.
- 19.6.3. As soon as practical, the unit member shall fill out the appropriate absence verification form for Personal Necessity Leave. This leave shall not be taken as part of a concerted work stoppage or slowdown.
- 19.6.4. For purposes of this section (19.6) "immediately family" includes dependents of unit members who have qualified for coverage under the CalPERS Health Program (Article 16) as well as those included in section 1.2.3.

19.7. Jury Duty

- 19.7.1. Leaves of absence shall be granted to unit members called for jury duty at full pay. Pay granted for such leave shall be the regular rate of pay less the amount paid as a jury fee - not including mileage or other expense reimbursement. Service on jury duty which involves being "on call" shall require the unit member to be present on site except for the time when actually in attendance at the court house.

19.8. Court Appearance

- 19.8.1. A paid leave of absence shall be granted a unit member to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

19.9. Military

- 19.9.1. Unit members who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlist, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veterans Code.

Unit members shall request that such service be scheduled to not interfere with the school year.

19.10. Sabbatical

- 19.10.1. The Board of Education may grant sabbatical leaves of absence for one year or one (1) semester.
- 19.10.2. Sabbatical leave may be granted for the following purposes: to engage in professional study, independent study, travel or research.
- 19.10.3. It is understood that such leave is granted not as a reward for work already performed but rather as an opportunity to prepare for improved service which will benefit the schools and pupils of the district.
- 19.10.4. A professional study or research leave is one during which the unit member pursues a program of a minimum of eight (8) units each semester, or the equivalent, in an accredited institute of higher learning. The course must relate to the present or prospective service of the unit member and preferably should qualify him/her for another credential or degree.
- 19.10.5. A study leave taken for the purpose of pursuing a program of independent study or research must be related to the present or prospective service and must be under the guidance of a sponsor authorized by the Sabbatical Leave Review Committee. This sponsor can be an institution of higher learning, the District, a foundation, or similar agency. The program must be at least equivalent in effort and content to the required units as outlined above. A complete plan for such study must be approved by the sponsor and filed with the original application for leave.
- 19.10.6. Applicants who desire to travel shall submit a detailed plan of the proposed travel and an explanation of how the travel will relate to the school work of said unit member.
- 19.10.7. Any change of plan must be requested in writing and approved in advance.
- 19.10.8. Sabbatical study should be performed during the period of leave. Special consideration may be given in instances where deviation seems desirable.

19.10.9. Eligibility for Sabbatical Leave

19.10.9.1. Any unit member is eligible to apply who has served the District for seven (7) consecutive years prior to his/her application in a full-time capacity and who agrees to abide by all the conditions.

19.10.9.1.1. Qualifying service shall be construed as seventy-five percent (75%) of the teaching days for each school year, except that a year in which the applicant has rendered some service but has failed to serve seventy-five percent (75%) of the teaching days, shall not be counted as an interruption of the seven (7) year consecutive period.

19.10.9.2. Sabbatical leave shall not be considered for a unit member who shall have reached the age of sixty (60) before July 1 of the year in which his/her sabbatical leave would begin.

19.10.9.3. A health certificate shall be presented indicating that the applicant is in satisfactory physical condition to pursue his/her leave of absence program.

19.10.9.4. Applications for Sabbatical Leave

19.10.9.4.1. All applications for sabbatical leave shall be submitted on forms provided and shall include a full statement of the purpose and plans for use of such a leave.

19.10.9.4.2. Applications shall be submitted by March 1 prior to the school year leave is to be taken. Unusual circumstances will be considered by the Sabbatical Leave Review Committee.

19.10.10. Rate of Pay

19.10.10.1. Sabbatical leaves may be granted for one (1) or two (2) semesters.

19.10.10.1.1. A unit member who is granted a leave for two (2) semesters shall receive fifty percent (50%) of his/her salary. A unit member awarded a leave for one semester may receive one hundred percent (100%) of his/her salary for that semester.

19.10.11. The applicant who has been granted sabbatical leave and has complied with the provisions under which such leave was granted will receive fifty percent (50%) of his/her regular salary for the period of time for which the sabbatical leave was granted (except as noted above) computed on a monthly basis; however, the compensation for any employment accepted during sabbatical leave shall not exceed the difference between the regular salary the unit member would have received had he/ she remained on duty and any other remuneration he/she might receive during the sabbatical leave year. The unit member may continue rendering any form of outside employment rendered concurrently with his/her regular service to the District provided there is no increase in such service.

19.10.12. Bond Required

19.10.12.1. The unit member shall furnish a bond indemnifying the District for the amount of sabbatical leave pay in the event he/she fails to render at least two (2) years of service in the employ of the District following his/her return from the sabbatical leave of absence.

19.10.13. Effect of injury or illness

19.10.13.1. In case of injury to or other illness of the unit member during leave which prevents his/her completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If injury, illness, or death prevents the unit member from fulfilling his/her agreement to return to service in the District for at least two (2) years, no repaying of leave salary will be required.

19.10.14. Retirement

19.10.14.1. Sabbatical leave shall count toward retirement and the retirement and annuity contributions shall be deducted from warrants in the usual manner.

19.10.15. Filing of Report on Study

19.10.15.1. Not later than the day on which he/she returns to active service in the District, unless granted an extension by the Superintendent, the unit member who has taken sabbatical leave will file with the

Superintendent a detailed report giving evidence that the program of study agreed upon has been carried out.

19.10.16. Return to Salary Schedule and Use of College Credits on Schedule

19.10.16.1. College credits earned during sabbatical leave may be utilized to meet the requirements for one (1) growth hurdle on the salary schedule and for change of classification if the credits are in accordance with salary schedule requirements. The unit member's salary upon return to service will be in accordance with salary schedule regulations, with advancement computed as though the unit member were on regular duty.

19.10.17. Restrictions on Number Granted Sabbatical Leave and Expenditure Allowed

19.10.17.1. A maximum of twenty thousand dollars (\$20,000) may be budgeted in any one (1) year for sabbatical leave salaries. Not more than ten (10) unit member shall be granted sabbatical leave during the same year. The Sabbatical Leave Review Committee shall approve applications based upon benefits to the District and recommend an appropriation to fund such leaves.

19.10.18. Other Details of Policy and/or Procedure

19.10.18.1. The Superintendent and the Sabbatical Leave Review Committee with the approval of the Board of Education are authorized to establish such further details of policy and procedures governing sabbatical leave as may be necessary from time to time.

19.10.19. Sabbatical Leave Review Committee

19.10.19.1. The Sabbatical Leave Review Committee consisting of the Superintendent or his designee, one (1) School Board Member, Director of Personnel Services, two (2) elementary, one (1) middle, and two (2) high school unit members; and two (2) principals shall be appointed by the Superintendent and approved by the Board no later than November 1 of each year. Of the initial appointees one (1) principal and two (2) of the

unit members shall serve a one (1) year term. Which members are to serve such one (1) year terms shall be decided by lot. Subsequent terms of appointment for the unit members and principals shall be two (2) years. This committee will review all applications and make recommendations. It shall also be responsible for setting up criteria for the evaluation of all applications and circulating such criteria to each school by February 1. Recommendations of this committee shall be submitted to the Board of Education for final decision.

19.11. Association Business

- 19.11.1. The Association may designate members to conduct business during school hours. The Association shall be provided 1 day for every 20 FTE unit members. All but twenty-three (23) of these days shall be for activities consistent with the District's goals for staff development. At the conclusion of each school year the Association must verify that any days used beyond twenty-three (23) days were used for activities consistent with the District's goals for staff development.
- 19.11.2. The ratio of 1:20 shall sunset on June 30, 2004.
- 19.11.3. No individual unit member shall use more than ten (10) days in a school year. Such days shall not include release time provided for processing grievances or negotiating. The Association shall reimburse the District for Association Leaves in an amount sufficient to pay for a substitute or temporary employee as appropriate.

19.12. Association President Leave

- 19.12.1 The Board shall grant, upon request, a paid leave to the President of the Association during his/her term of office. The Association shall reimburse the District for the actual amount of the President's dental and vision benefits and the total salary and fixed costs of a Class I, Step 1 teacher including State Teachers' Retirement System contributions.
- 19.12.2 The District shall bill the Association for all costs related to Association leave on a quarterly basis.

- 19.12.3 Upon completion of his/her term of office, the MDEA president shall be offered an assignment at his/her previous work site provided that the assignment has not been eliminated. An assignment shall be defined at the elementary level as either primary (K-3) or intermediate (4-5). A secondary assignment shall be defined as the department or core area previously assigned. The returning president may decline this option and exercise involuntary transfer return right (pursuant to Article 5, Transfer) by selecting from the vacancy list prior to the first posting.

19.13. Professional Conference Leave

- 19.13.1. A unit member who is an officer of a state, regional or national education organization, which has the improvement of instruction or curriculum as its primary purpose or which is otherwise pertinent to the District's program, may be granted paid leave to attend meetings, conferences or conventions of such organizations with the approval of the Director of Certificated Personnel Services.
- 19.13.2. A unit member wishing to attend an educational conference may apply for paid leave to his/her principal, program administrator or appropriate Assistant/Associate Superintendent. Approval is contingent on availability of funds.
- 19.13.3. A unit member wishing to attend an educational conference may apply for a partial paid leave to his/her principal, program administrator, or appropriate Assistant/Associate Superintendent. If approved, the unit member will receive the difference between his/her salary and the amount which would have been paid to a substitute at the basic substitute rate. Approval will not be unreasonably withheld.

19.14. Improvement of Health

- 19.14.1. Any unit member shall be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of not less than one (1) semester or more than one (1) year. The leave must be recommended by a physician in written form. A written statement from the physician certifying the unit member's ability to return to full-

time service is required before reinstatement. The District shall grant an unpaid leave of absence to any unit member who has applied for a disability allowance from the State Teachers Retirement System. This leave shall not extend thirty (30) days beyond the final determination of the disability allowance. If the unit member is determined to be eligible for the disability allowed by STRS, such leave shall be extended for the term of the disability but not form more than thirty-nine (39) months from the date of notification of the determination.

19.15. Educational Improvement

- 19.15.1. A permanent unit member shall be granted, upon request, a leave of absence without pay for purposes of educational improvement and advancement for not less than one (1) semester nor more than one (1) year. The request for this leave must be received in the Personnel Office by April 15th.

19.16. Opportunity

- 19.16.1. The District shall grant to unit members an unpaid opportunity leave; upon request, for a full semester or a full school year.

19.17. Pregnancy & Maternity

- 19.17.1. The District shall grant, upon request, an unpaid leave of absence to a pregnant unit member prior to the beginning of the disability period of her pregnancy. The unit member may use sick leave when she has a disability caused or contributed to by pregnancy and recovery therefrom. If the unit member elects not to use sick leave, the request for maternity leave shall specify the beginning and end of the leave and the anticipated date of delivery as determined by a physician.
- 19.17.2. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated like any other temporary disability and shall be covered by sick leave provisions. The length of disability shall be determined by the unit member and the unit member's medical advisor.

19.17.3 The parties shall cooperatively develop a comprehensive packet describing pregnancy and maternity benefits provided under the Agreement and the law.

19.18. Parental Leave

19.18.1. A leave of absence shall be granted to a unit member without pay for the balance of the school year for the purpose of caring for any child entrusted to his/her care. Any extension of such leave shall be granted as provided in §19.2.6.

19.19. Political Leave

19.19.1. A unit member who is elected to public office shall be entitled, upon request, to an unpaid leave of absence for the length of his/her term or terms in office. The unit member on leave shall notify the Board of his/her intended return no later than April 15 of the year preceding such return regardless of when the term ends.

19.20. General Leaves

19.20.1. A request by the unit member to be absent from regular duties for reasons other than those covered by this Agreement may be granted at the discretion of the Director of Certificated Personnel for occasions of an emergency nature or in instances of extraordinary circumstances. If the leave is granted, full deduction of salary, prorated on a daily rate shall be made.

19.21. Pre-Retirement Leave

19.21.1. A unit member who is at least fifty (50) years of age and has taught for at least twenty (20) years, the most recent ten (10) of which must have been in the District, shall be granted upon request an unpaid leave of absence for a maximum of five (5) years. The unit member may retain his/her insurance coverage as provided in Employee Benefits §16.6. At the end of the five (5) year period, the unit member shall retire. Resignation may occur before the end of the five (5) year leave. If the unit member desires to return to employment before the end of the five (5) year period, he/she may do so with District approval.

19.22. Layoff Leave

- 19.22.1. Unit members who are laid off shall be entitled to two (2) days of paid leave in order to seek new employment opportunities. Notice shall be given by the laid off unit member to the District prior to the use of these days.

19.23. Family Care Leave

- 19.23.1. Except as provided in this agreement, any employee who has served the district more than one (1) continuous year shall be eligible to take unpaid family care leave under the provisions of Government Code 12945.2 and subsequent regulations adopted by the Fair Employment and Housing Commission.

ARTICLE 20

SPECIAL EDUCATION

20.1. Special Day Classes

- 20.1.1. No Special Day Class teacher shall be assigned any student whose handicaps require instructional services, as determined by the I.E.P. team, other than those for which the unit member is credentialed and qualified through training or experience to provide.

20.2. Resource Specialist Service

- 20.2.1. The Resource Specialist component of Special Education shall be implemented as follows:

20.2.1.1. Selection

- 20.2.1.1.1. Applicants for the position of Resource Specialist who are currently employed in the District shall be given preference over outside candidates where the applicants have been determined by the selection process to be equally qualified. Representatives of the general education classroom unit members and other support certificated staff shall be involved in the selection process for the Resource Specialist(s), provided volunteers are available within three (3) workdays.

20.2.2. Allocation

- 20.2.2.1. Resource Specialists shall be allocated in accordance with E.C. §56000 et seq. However, no school shall have less than one (1) half-time Resource Specialist. Should it become necessary to assign one (1) Resource Specialist to two (2) sites, the assignment shall be filled first by volunteers, or, if there are none, in accordance with the Transfer provisions of this Agreement. If a Resource Specialist's full-time position is restored at his/her original site within the same year as he/she was assigned to multiple sites, he/she shall be entitled to return to the full-time position at the original site.

20.2.3. Coordination

- 20.2.3.1. Implementation of an I.E.P. within a general education classroom unit member's classroom shall be done under the direction of the classroom unit member in coordination with the Resource Specialist and the I.E.P. team.

20.3. **Individual Education Program Scheduling**

- 20.3.1. Meetings for the preparation or review of any I.E.P., or revision of I.E.P., shall be held at a time mutually agreed upon by the required I.E.P. team members which includes the parent. Effort will be made to schedule such meetings during the regular work day of the unit members.

20.4. **Assistant Services to Special Education Teachers**

- 20.4.1. Each Resource Specialist with a caseload, as defined in §6.3, Class Size and Caseloads for Special Education, at more than one (1) site shall be allocated assistant services at each site served, not necessarily on a full-time basis.
- 20.4.2. Each Special Education teacher utilizing the services of one (1) or more assistant(s) shall, at his/her request, insofar as is practicable, participate in an advisory capacity with the appropriate administrator in the selection of the assistant(s) to serve in said unit member's class.
- 20.4.3. Special Education teachers shall be responsible for providing leadership and direction to assistants assigned to them in matters related to the classroom, insofar as such direction is not in conflict with that of the principal or program administrator.
- 20.4.4. Each unit member utilizing the services of an assistant may submit annually a written assessment of assistant services in his/her classroom and make recommendations for appropriate training and/or inservice to the supervising administrator. Incorporation of such assessment into the formal evaluation of the assistant shall be at the discretion of the supervising administrator.

20.5. Extended Year Program

- 20.5.1. Unit members employed full time in Extended Year Summer Program for Special Education shall be paid in accordance with the summer school program as specified in Article 14, §14.9.2.
- 20.5.2. Anticipated extended year summer school vacancies shall be posted at each school no later than April 15. The selection process for extended year positions shall be in accord with Article 26, Summer School.
- 20.5.3. Tentative extended year summer school assignments shall be made no later than May 15.
- 20.5.4. Notification of assignment to extended year summer school shall be in writing and shall include the tentative location of the assignment.
- 20.5.5. No unit member shall be required to teach extended year summer school. However, once a unit member agrees to teach extended year, the District shall not cancel that employment unless actual student participation is insufficient to maintain a class size average of eleven (11) based on a student census taken no later than the fifth instructional day.
- 20.5.6. No employment shall be canceled after the fifth instructional day. If a unit member's employment is canceled during the first five (5) work days, or the first six (6) work days where the first five (5) instructional days are preceded by a work day, the unit member shall be paid for each day worked plus one (1) additional day.

20.6 504 Process

- 20.6.1 The District shall provide and distribute to all unit members a District developed handbook on procedures associated with the 504 process.

ARTICLE 21

TEACHERS ON SPECIAL ASSIGNMENT

21.1. **Definition**

21.1.1. A Teacher on Special Assignment (TSA) shall be defined as meeting the following criteria:

21.1.1.1. Performs a function different than that for which unit member staffing normally is allocated.

21.1.1.2. Serves in an assignment of specified duration. A TSA assignment may be extended in finite intervals.

21.1.1.3. Is not a position created specifically to provide meaningful work for an unassigned unit member pending availability of regular assignment.

21.2. **TSA Vacancies**

21.2.1. TSA vacancies, including newly created positions, shall be posted in all schools in order that qualified unit members may apply.

ARTICLE 22

RETIREMENT PLANS & RETIREE HEALTH/DENTAL BENEFITS

22. Part-time Employment Leading to Retirement (Willie Brown Program)

- 22.1. A program designed to allow unit members aged fifty-five (55) or over to work part-time and receive full-time retirement credit during the ten (10) years immediately prior to retirement will be implemented as follows:
- 22.1.1. Application for this program must be made to the Personnel Services Office by March 1 in the year previous to the school year in which the unit member intends to participate in the program.
 - 22.1.2. A form contract as shown in Appendix D shall be used. Any change in this form shall be approved by the District and the Association. Individual contracts will be agreed between unit member and District.
 - 22.1.3. To be eligible the unit member must be fifty-five (55) years of age, and shall have had a minimum of ten (10) years employment in Mt. Diablo Unified School District, the most recent five (5) years of which must be on a full-time basis.
 - 22.1.4. The minimum of the equivalent of half-time service may be exceeded upon the mutual consent of the unit member and the District.
 - 22.1.5. For the spring of 1999 on a pilot basis, the District will allow up to twenty (20) unit members to participate in the program, although it shall not be required to grant this full number. Limits on participation shall not affect unit members in the program at the time the limitations become effective.
 - 22.1.6. Those entering the program for the first time shall do so on the basis of District seniority.
 - 22.1.7. Mutual agreement between the unit member and the immediate supervisor is required before the plan can be implemented.

- 22.1.8. At the end of the maximum ten (10) year part-time employment period the unit member is required to submit a resignation. Resignation may occur before the end of the ten (10) year period.
- 22.1.9. Revision or termination of the program will not modify the status of personnel who entered the program prior to the effective dates of such revision or termination.
- 22.1.10. Article 5, Transfer, will not apply to participants in this program.
- 22.1.11. Salaries and preparation periods of secondary classroom unit members will be based on the normal teaching load of a full-time unit member as follows:

22.1.11.1. Normal Length of Student Day	Pay Per Period
22.1.11.1.1. 6 periods	1/5 full-time rate
22.1.11.1.2. 7 periods	1/6 full-time rate

- 22.1.12. Salaries of secondary nurses will be based on the normal student days as follows:

22.1.12.1. Normal Length of Student Day	Pay Per Period
22.1.12.1.1. 6 periods	1/6 full-time rate
22.1.12.1.2. 7 periods	1/7 full-time rate

22.2. Early Retirement Plans

- 22.2.1. The following Early-Out Retirement Plans shall be available to all unit members provided that application is made to the Personnel Services Office no later than three (3) months preceding date of retirement:

22.3. Early-Out Plan (E.C. §24203)

- 22.3.1. This program is designed for employees who have thirty plus (30+) years of service in California. Under this program the retiree's allowance is reduced by one-quarter (1/4) of one percent (1%) for each month under age fifty-five (55), and by one-half (1/2) of one percent (1%) per month for each month under age sixty (60).

22.4. Limited Term Reductions (E.C. §24211)

- 22.4.1. This program is designed for employees who desire to retire prior to age sixty (60). The program reduces the allowance by half for a limited amount of time. The employee would receive a full allowance when the reduced amount paid for after age sixty (60) equals the amount prior to age sixty (60).

22.5. Savings Clause

- 22.5.1. In the event that legislative authorization for any of the Early-Out Retirement Plans described in §22.3 and 22.4 is rescinded or modified, the parties shall meet at a mutually agreeable time to replace or modify these sections. If the legislature adds alternate early retirement plans, the parties may meet to add to this Article sections stating that such plans are available to employees.

22.6. Post-Retirement Contract for Service

- 22.6.1. This program provides for payment of eligible retirees on a contract-for-service basis to complete or work toward completion of a project of value to the District.

22.6.2. Committee

- 22.6.2.1. A joint committee of four (4) unit members chosen by the Association and four (4) representatives of the Board shall be appointed each year no later than February 1 to perform these tasks set forth below.

22.6.3. Procedure

- 22.6.3.1. All projects proposed for Post-Retirement Contracts shall be submitted to the committee by the last day of February. All eligible unit members who may be interested in potential projects shall also submit their names to the committee by the last day of February. The committee shall review the projects, interview interested prospective retirees, and determine which projects they will recommend for acceptance and which employee(s) shall implement these projects. The committee shall mutually determine with the employee the length of the contract, the amount of the stipend, and the number of days to be served. In consultation with appropriate management personnel, the committee and the applicant shall agree on the name of the

appropriate administrator to supervise the work of the participant. The designation of supervisor shall be subject to approval by the Superintendent/designee. Final committee recommendations on all projects must be sent in writing to each employee applying to the committee no later than April 15. Projects recommended by the committee for implementation the following year shall be presented to the Board of Education for action no later than May 1 and shall be acted upon by the Board no later than the first regular meeting in May. A written appeal, or a written notice of intent to appeal by appearance before the Board when they make their decision, must be sent prior to the meeting of the Board to act on the committee's recommendation.

22.6.4. Implementation

- 22.6.4.1. A certificated person must have a minimum of ten (10) years of service in the District in a position requiring certification. A year of service is defined as working seventy-five percent (75%) of the days required by his/her contract of employment.
- 22.6.4.2. In order to be eligible to participate as an independent contractor, the participant must actually retire from the District. However, the participant shall not be required to submit his/her retirement until after the Board has acted upon his/her proposal contract.
- 22.6.4.3. The retiring employee shall be at least age fifty-five (55) at the time of retirement.
- 22.6.4.4. The participant shall serve from ten to fifty (10-50) days per school year as provided in the individual's contract. Scheduling of those days shall be mutually agreed upon between the participant and the supervisor. In unusual circumstances the Superintendent may waive the ten to fifty (10-50) day requirement depending upon the work products required.
- 22.6.4.5. The stipend shall range from one thousand dollars (\$1,000) to five thousand dollars (\$5,000) per year depending upon the nature of the mutually acceptable agreement.
- 22.6.4.6. Once the Board approves the contract, the retiree is responsible for the work activity and/or products as specified in the contract under the supervision by the designated

administrator.

22.6.4.7. Projects may be proposed by the Board, potential participants, the Association, bargaining unit members, or by management but are subject, individually, to approval by the committee described in §22.6.2 and §22.6.3 and by the Board of Education.

22.6.4.8. Any multi-year agreement shall be subject to annual evaluation by the designated supervisor of the work activity and/or project as described in written agreement. Such evaluations shall not be arbitrary or capricious and shall give specific reasons for any unsatisfactory conclusions. A copy of each evaluation must be given to the participant. The Board of Education may elect to discontinue the contract for the following year only upon such recommendation by the supervisor based on his/her unsatisfactory evaluation.

22.6.4.9. Duration of participation by one (1) individual shall be determined by the committee.

22.6.4.10. Criteria to be used by the committee for evaluating the stipend and potential contribution to the District shall include one (1) or more of the following:

22.6.4.10.1. Demonstrated leadership in District, school and/or professional organizations.

22.6.4.10.2. Publications

22.6.4.10.3. Nomination by peers

22.6.4.10.4. Actual verified previous experience in the special field of contribution.

22.6.4.10.5. Experience in teaching the aspects or content

22.6.4.11. Potential assignments for retirees may include, but are not pertaining to the assignment. The instruction may have been to professional personnel in college, extension services and/or adult school limited to:

22.6.4.11.1. Staff development (such as):

22.6.4.11.1.1. Curriculum/instruction in specific discipline(s)

22.6.4.11.1.2. General management methods

22.6.4.11.1.3. Contract management methods

22.6.4.11.1.4. Improving effectiveness of aides

22.6.4.12. Direct services (such as):

22.6.4.12.1.1. Clinical

- 22.6.4.12.1.2. Committee (E.A.S., S.A.T.)
- 22.6.4.12.1.3. Compliance reviews (such as):
 - 22.6.4.12.1.3.1. 504 sites, facilities, programs
 - 22.6.4.12.1.3.2. 94-142
- 22.6.4.13.Planning (such as):
 - 22.6.4.13.1.1.1. Sites and their use - equipment control, materials, dispersal, inventory control
 - 22.6.4.13.1.1.2. Trends - population/demographics
 - 22.6.4.13.1.1.3. Programs
 - 22.6.4.13.1.1.4. Vo-Ed
 - 22.6.4.13.1.1.5. Environmental Education
 - 22.6.4.13.1.1.6. Curriculum development
 - 22.6.4.13.1.1.7. Material development for Instructional Materials Services
 - 22.6.4.13.1.1.8. Demonstration teaching
 - 22.6.4.13.1.1.9. Updating and revision of employee handbooks
 - 22.6.4.13.1.1.10. Assisting in the development of inservice program
 - 22.6.4.13.1.1.11. Updating and revision of other school district publications (Volunteer Aide Handbook, Noon Supervisor Handbook, Learning Center Instructional Assistant Handbook, Substitute Teacher Handbook, etc.)
 - 22.6.4.13.1.1.12. Helping with staffing programs
 - 22.6.4.13.1.1.13. Analysis of testing data
 - 22.6.4.13.1.1.14. Updating and revision of school policies and regulations
 - 22.6.4.13.1.1.15. Project writing
 - 22.6.4.13.1.1.16. Project evaluation
 - 22.6.4.13.1.1.17. Tutoring
 - 22.6.4.13.1.1.18. Retirement counselor
 - 22.6.4.13.1.1.19. Coordinator of volunteers
 - 22.6.4.13.1.1.20. School Attendance Review Board
 - 22.6.4.13.1.1.21. Child Welfare and Attendance

22.6.4.14.The total program of contracts/stipends shall be subject to an annual expenditure limit of twenty-five thousand dollars (\$25,000). The Board may revise this expenditure limit and adjust it upward if the committee recommends the funding of projects in excess of that level.

22.6.4.15.The decision of the joint committee shall not be subject to the grievance procedure but shall be subject to appeal to the Board of Education.

22.7. Retiree Medical/Dental Benefits

22.7.1. Medical and Dental Benefits for a Spouse or Eligible Dependent

22.7.1.1. The District will reimburse medical benefits for the employee and spouse or one (1) eligible dependent and will pay for the cost of dental insurance to each employee and dependent(s) for a maximum of ten (10) years or until retiree reaches (or would have reached) age sixty-five (65), whichever comes first. This benefit is available upon retirement of the employee, provided such retirement occurs no later than the end of the fiscal year (July 1 to June 30) in which the employee reaches age sixty (60). Furthermore, to qualify the employee must submit his/her retirement letter to the District on or before the second Friday in April. The employee must complete the appropriate applications in the Risk Management Department at least thirty (30) days prior to their retirement date in order for reimbursement of medical benefits to begin immediately upon retirement.

22.8. CalPERS Payment

22.8.1. Beginning in 1998, the District will contribute twelve dollars (\$12.00) per year (\$1.00 per month for 12 months) directly to CalPERS for each eligible retiree for medical insurance. This amount shall increase annually by at least 5% of the employer contribution for active employees (\$16.00/month) until such time as both are equal. In addition, the District will contribute to each retiree who qualifies under §22.7.1, on an individual basis an amount which, when added to the \$1.00 per month, will cover the medical and dental plans for the plans as provided in §22.7.1.

22.8.2 The District's medical benefit allocation for each retiree will be an amount which, when added to the amounts set out in 22.8.1, will provide a total monthly contribution equal to the highest premium at each tier.

of coverage for HMO plans offered by CalPERS, to be adjusted annually for the term of the agreement. By way of example only, these rates were as follows for 1998.

One Party Premium	\$176.13 per month
Two Party Premium	\$352.25 per month

(NOTE: Although the foregoing premiums are all from Lifeguard, designation of the highest premium at each tier can be from different plans.)

22.8.2.1 Should the retiree subsequently enroll in a more expensive plan, the District's obligation is limited to the lower amount.

22.8.3 Because PERS/STRS requires that the CalPERS premiums be deducted from the retiree's PERS/STRS warrant, the District will provide a concurrent, non-taxable monthly reimbursement up to the amount designated above.

22.9 Benefits for Retirees Who Retire After Age 60

22.9.1 Retirees who retire after the fiscal year in which they turn age 60 shall be provided district paid medical coverage through the month prior to which they turn age 65 (pursuant to §22.8, above). This benefit applies to the employee only.

22.10 Requirements/Conditions Imposed by Carriers

22.10.1 The benefits provided under this section (Retiree Medical/Dental Benefits) shall be subject to any requirements or conditions which may be imposed by the carrier and/or provider.

ARTICLE 23

PERSONNEL FILES

23.1 Inspection of Files

23.1.1 Every unit member shall have the right to inspect and obtain copies of materials in the personnel file upon request, provided that the inspection is made at a time when such unit member is not actually required to render service to the District.

23.1.2 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

23.2 Placement of Materials in the Personnel File

23.2.1 Any person who places written material or drafts written material for placement in a unit member's personnel file shall sign the material and signify the date on which material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

23.2.2 If the information to be placed in the personnel file is of a derogatory nature, it shall not be entered in the personnel file unless and until the unit member is given the opportunity to review the material and attach thereto his/her own comments. That review shall take place during the school day and the unit member shall be released from duty without loss of compensation for that purpose.

23.3 Appropriate Locations

23.3.1 Personnel Office

23.3.1.1 The District shall maintain the official file in the Personnel Services Department at the Dent Center.

23.3.2 Principal's File

23.3.2.1 It shall be appropriate for the principal or other direct supervisor to maintain a single working file in a secure location at the work site. This file may include, but not be limited to the following material:

23.3.2.1.1 Copies of observations and evaluations;

- 23.3.2.1.2 Notes relative to verbal concerns, letters of warning and signed formal complaints which have been conveyed or communicated to the employee. These documents shall be retained for up to two (2) years unless another incident occurs within a progressive discipline context, in which case this time frame shall commence with the latest incident;
- 23.3.2.1.3 Any material of a positive nature; and
- 23.3.2.1.4 Correspondence personally addressed to the specific employee.

23.3.2.2 There shall be no copies of materials in this file which have been sealed in the file in the Personnel Services office.

23.3.2.3 Only material covered in 13.3.2.1.1 through 13.3.2.1.4 shall be available for the employee to review upon proper request. Only such material may be retained in the site file at the time of the supervisor/principal moving from the site.

23.4 Negative or Derogatory Material Greater than Four (4) Years Old

- 23.4.1 Upon written request by a unit member, negative or derogatory material in the unit member's personnel file which is more than four (4) years old shall be sealed and placed in a separate file in the personnel office which shall be opened only with the written permission of the unit member or upon receipt by the District of a valid subpoena or other court order compelling disclosure of such material.
- 23.4.2 The District shall not initiate or cause to be initiated any action to the unit member based on such material.
- 23.4.3 The contents of the envelope may be opened and utilized by the District in preparation of its defense to any allegation made by the unit member regarding the events which form the basis for the derogatory statements contained therein. The District may utilize the contents of the envelope to rebut the unit member's allegation. Material utilized as described in this subsection shall be immediately returned to the separate file.

23.4.4 In the event the District receives a valid subpoena or other court order requiring disclosure of such material, the District shall immediately notify the unit member and the Association. The district shall immediately transmit a copy of the subpoena or other court order to the affected employee at the employee's last address of record.

23.5 Complaints

23.5.1 Any formal complaint or criticism (other than of a criminal act indicating a need for investigation) concerning a unit member shall be brought to the attention of the unit member involved in a timely manner provided the administrator decides that action is warranted. A copy of the complaint, in writing, shall be provided to the unit member.

23.5.2 If requested by the unit member and deemed appropriate by the administrator, a conference shall be scheduled among the unit member, the administrator, and the person making the complaint or criticism. The unit member shall at his/her option have representation at any conference.

23.5.3 If the principal denies a unit member's request for a conference with the person making a complaint, he/she shall provide the unit member with his denial in writing and the reason(s) for it upon written request of the unit member. That response shall be made within two (2) work days of the request.

23.5.4 No written report or entry in a unit member's personnel file will be made based on a complaint or criticism if the unit member has requested a conference, the principal/program administrator agrees, but the person making the complaint refuses.

ARTICLE 24

EFFECTS OF LAYOFF

24.1. Definition

- 24.1.1. A layoff, for the purposes of this article, shall be an involuntary separation from service of a probationary employee or permanent certificated employee in accordance with E.C. §44955. Unit members to be laid off shall be notified in accordance with the procedures provided for such notice in the Education Code. This section shall not be subject to Article 3 of this Agreement.

24.2. Offers of Reemployment

- 24.2.1. Offers of reemployment shall be in reverse order of layoff in accordance with the Education Code.

24.3. Seniority

- 24.3.1. Before a Board decision to lay off is made, the District shall provide a current seniority list to the Association.

24.4. Notification

- 24.4.1. Copies of layoff notices shall be made available to the Association within a reasonable period of time following the Board decision to lay off.

24.5. Dental Care

- 24.5.1. In addition to the benefits provided in §16.8 (i.e. COBRA) the District agrees to allow each unit member actually laid off at the end of the school year to continue on the existing District dental plan at no cost to the unit member for a period not to exceed two (2) months from the end of the unit member's contract.

24.6. Bargaining Rights

- 24.6.1. The Association reserves the right in the future to bargain the impact (effects) of District layoffs upon bargaining unit members.

24.7. Layoff Leave

24.7.1. As provided in Article 19, §19.22, Unit members who are laid off shall be entitled to two (2) days of paid leave in order to seek new employment opportunities. Notice shall be given by the laid off unit member to the District prior to the use of these days.

24.8. Retraining

24.8.1. Where it is determined by the District that retraining is necessary, Association representatives shall meet with the Assistant Superintendent/Personnel Services to develop an appropriate program.

ARTICLE 25

PROFESSIONAL DEVELOPMENT ACADEMY

25. Professional Development Academy

- 25.1. The parties shall implement the MDEA-District Professional Development Academy consistent with the joint grant application of November, 1996.
- 25.2. In general terms, the grant application provided that the parties shall co-develop and co-present professional development experiences which shall be recognized for advancement on the Salary Schedule.
- 25.3. The "Academy" shall offer professional growth opportunities to unit members so they might assume responsibility for their own professional development and be consistent with the district's goals for student outcomes.
- 25.4. All offerings shall be approved in advance by the Academy Advisory Board. Any flier or advertisement for the offering shall clearly state that it has been approved by the Advisory Board of the Mt. Diablo Academy for Professional Development and shall state the amount of number of units which will be earned.
- 25.5. Credit for salary schedule movement shall be on increments of $\frac{1}{2}$ or full units. To qualify for a $\frac{1}{2}$ unit of credit the professional growth activity must consist of $7\frac{1}{2}$ hours of actual classroom attendance. A full unit must consist of 15 hours of actual classroom attendance.
- 25.6. **Advisory Board Membership**
- 25.6.1 The Advisory Board shall be composed of four (4) MDEA representatives – one from each level (e.g. elementary, middle school and high school) and the Chair of the MDEA Professional Development Committee. The district shall appoint four (4) representatives to the Advisory Board, one of which shall be the Director of Curriculum and Instruction.
- 25.6.1.1 The Advisory Board shall select its own chair.

25.6.1.2 Decisions shall be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least five (5) members.

25.6.2 **Purpose of the Board**

25.6.2.1 To approve professional development for advancement on the salary schedule.

25.6.2.2 To solicit from participatory instructors and participants feedback regarding Academy programs.

ARTICLE 26
SUMMER SCHOOL

Selection Process

- 26.1. No later than April 15, a list of all available summer school positions shall be issued by the Personnel Office and posted at each site. Each position shall indicate subjects and/or grade level to be taught.
- 26.2. Qualified unit members, including those in probationary and temporary status, shall be selected for vacancies before new hires. The District shall determine those unit members who are qualified.
- 26.3. Application of this article is contingent on the District's decision to offer a summer school program.

ARTICLE 27

RENEWAL OF CREDENTIAL REQUIREMENTS

State Professional Growth Requirements

- 27.1. Pursuant to E.C. §§44227-44279 which sets forth professional renewal requirements for all unit members holding Professional Clear Teaching Credentials issued subsequent to August 31, 1985, the District shall provide affected unit members the following:
 - 27.1.1. An annual informational meeting
 - 27.1.2. A current list of volunteers qualified to be Professional Growth Advisors

ARTICLE 28

DISCIPLINE SHORT OF DISMISSAL

- 28.1. The District shall have the right to suspend an employee without pay for just cause and according to the principles of progressive discipline. The parties agree that progressive discipline means the level of discipline should be tailored to fit the severity of the infraction; therefore, a serious infraction can result in the imposition of a higher level of discipline without the requirement for preceding lesser forms of discipline.
- 28.2. The District may not withhold pay from a suspended employee until either the time limit for the filing of a grievance over the suspension ends without the employee filing a grievance, or the appropriateness of the suspension is upheld through the grievance process. This in no way limits the right of the District to suspend an employee immediately pursuant to this Article.
- 28.3. The maximum length of any one such suspension shall be fifteen working days, provided, however, that this shall not limit the District's right to impose a suspension without pay of less than fifteen working days.
- 28.4. The District shall notify the employee (and the Association upon written request of the employee) of its intention to suspend. This notice shall contain a specific statement of the act(s) or infraction(s) upon which the proposed suspension is based, and a statement of the employees' right to appeal the proposed suspension through the grievance procedure. All information or proceedings regarding any actual or proposed suspension shall be kept confidential by the parties.
- 28.5. Suspensions without pay shall not reduce or deprive the unit member of health and welfare benefits.
- 28.6. This Article shall not apply to the imposition of discipline pursuant to the provisions of Education Code sections 44939, 44940 and 44942.

ARTICLE 29

FACULTY ADVISORY COUNCIL/FACULTY SENATE

- 29.1. The parties agree to the following in the interest of fostering both good communication and mutual efforts aimed at enhancing the common good of the school or program:
- 29.1.1. When the majority of the unit members at a site or in a program elect to form a Faculty Advisory Council/Faculty Senate, representatives shall be elected by a majority of the unit members at said site or program. The principal/administrator shall meet with such representatives about all appropriate matters which the Faculty Advisory Council/Faculty Senate proposes.
 - 29.1.2. The agenda for the above mentioned meeting shall be provided to the principal/administrator at least one (1) day before each scheduled meeting. The principal/administrator will be permitted to place items on the agenda of such a meeting.

ARTICLE 30
ACADEMIC FREEDOM

- 30.1 Academic freedom shall be guaranteed to teachers in the study, investigation, presentation, and interpretation of the facts and ideas insofar as such facts and ideas reflect state and local prescribed courses of study.

- 30.2 Such academic freedom shall be subject to standards of professional responsibility with due regard for the maturity level of the students, laws of the State of California, and the Board's policies and regulations.

APPENDICES

Appendix A(1)	Effective 7/1/01 (2001-2002) Credentialed Teachers' Salary Schedule
Appendix A(1)	Effective Mid-Year, 2001-2002 Credentialed Teachers' Salary Schedule
Appendix A(1)	Effective 7/1/02 (2002-2003) Credentialed Teachers' Salary Schedule
Appendix B(1)	Effective 7/1/01 (2001-2002) Credentialed Teachers' Supplemental Compensation Schedule
Appendix B(1)	Effective Mid-Year, 2001-2002 Credentialed Teachers' Supplemental Compensation Schedule
Appendix B(1)	Effective 7/1/02 (2002-2003) Credentialed Teachers' Supplemental Compensation Schedule
Appendix C(1)	2001-2002 School Calendar
Appendix C(2)	2002-2003 School Calendar
Appendix C(3)	2003-2004 School Calendar
	<u>WILLIE BROWN</u>
Appendix D(1)	Application/Part-Time Employment Leading to Retirement
Appendix D(2)	Notice of Election – Part-Time Employment
Appendix E(1)	Grievance Form
Appendix E(2)	Grievance Form/Immediate Supervisor's Response
Appendix F	Evaluation of Certificated Teaching Personnel
Appendix G	Request for Response/Adverse Conditions In Working Environment
Appendix H	Employee Report of Assault
Appendix I	Registration of Personal Property for Use in the Instructional Program
Appendix J	Sick Leave Donation Form
Appendix K	Additional High School and Middle School Stipends
Appendix L	Job Descriptions: Classroom Teachers Elementary Physical Education (PE) Teachers Elementary School Librarians Secondary School Librarians School Nurse Speech, Hearing and Language Specialist Inclusion Facilitators for Special Education

Mt. Diablo Unified School District

2001-2002 TEACHERS' SALARY SCHEDULE (Effective July 1, 2001)
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STEPS	0-44 CLASS I	45-59 CLASS II	60-74 CLASS III	75+ CLASS IV
1	38,725	39,646	40,850	42,089
2	39,506	40,790	42,122	43,499
3	40,558	41,932	43,439	44,962
4	41,645	43,193	44,805	46,479
5	42,761	44,453	46,218	48,052
6	43,912	45,751	47,678	49,686
7	45,099	47,097	49,189	51,380
8	46,320	48,485	50,754	53,136
9	47,576	49,915	52,376	54,962
10	48,872	51,394	54,049	56,851
11	48,872	52,922	55,785	58,816
12	48,872	54,498	57,581	60,853
13	48,872	54,498	59,440	62,967

CAREER INCREMENTS AFTER CLASS IV, STEP 13	
At the beginning of the 16th year	64,267
At the beginning of the 19th year	65,384
At the beginning of the 22nd year	66,511
At the beginning of the 25th year	68,493

ADVANCED DEGREES

For 2001-2002, Certificated Personnel with a Master's Degree from an accredited institution receive \$1,179 above teachers salary placement.

For 2001-2002, Certificated Personnel with a Doctorate (e.g. Ed.D or Ph.D) from an accredited institution receive \$1,179 above teachers salary placement.

PLACEMENT ON SALARY SCHEDULE

- All classification units must conform to District requirements.
- Class I Teachers with an A.B. Degree plus up to 44 semester units.
- Class II Teachers with an A.B. Degree plus 45 semester units.
- Class III Teachers with an A.B. Degree plus 60 semester units.
- Class IV Teachers with an A.B. Degree plus 75 semester units.

Effective July 1, 2001, for original classification purposes, the units required must be accredited college credits in upper-division or graduate courses, and must be taken after the date of the Bachelor's Degree.

Upper division/graduate units taken prior to the date of the Bachelor's degree shall be credited if the upper division/graduate units were not already credited toward the Bachelor's degree, but were credited toward an earned Master's degree, Doctorate, or Specialist Certification.

Lower division units taken after the date of the Bachelor's degree shall be credited if they resulted in the award of a degree, certificate, or supplementary authorization needed to teach the course/subject for which the individual was hired.

New and returning unit members shall have until October 31 to submit documentation of credits for salary placement for the current school year. Should units not be submitted by the deadline, credit for salary advancement will not be granted until the following school year.

To count as a year of experience, at least 75% of the school year must have been taught.

SERVICE CREDIT

Effective July 1, 1999, credit for teaching experience outside the District, and 1 year of credit for military service, shall be given to a maximum of 10 years for both. The maximum placement for teachers new to the District shall be Step 11 in any class. Effective July 1, 2000, maximum placement shall be step 12.

Effective July 1, 2000, year-for-year credit (up to maximum) will be granted for private school teaching experience done while in possession of an appropriate state credential or license.

Effective with employees hired for the 2000-01 school year, the District will offer appropriate service credit for individuals who have taught in a K-12 private school under the following conditions:

1. Individual possesses a Masters Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to his/her Masters or Ph.D.
3. Individual will be teaching for the MDUSD in a field related to his/her Masters or Ph.D.
4. MDUSD assignment must be in an identified shortage area.

In addition to upper division or graduate units, column movement on the salary schedule may be accomplished in one or more of the following ways:

Lower Division

A unit member is limited to 4 lower division units for every 15 units toward a column change.

Lower division coursework completed after July 1, 1998, for purposes of reissuance of an emergency permit, or obtaining a supplemental authorization onto an existing credential needed by the unit member to retain the position held.

Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the unit member applies for the authorization through the Personnel Services office.

To insure classification credit, advance approval must be obtained from the Personnel Office.

Alternative Credit

Continuing Education Units (CEU) completed after July 1, 1998, for purposes of reissuance of an emergency permit, or obtaining a supplemental authorization onto an existing credential needed by the unit member to retain the position held at the time of taking such CEU's.

Fifteen (15) classroom hours shall equal one unit.

Participation in the MDEA-MDUSD Professional Development Academy. For credit, the course must be approved for credit in advance.

Mt. Diablo Unified School District

2001-2002 TEACHERS' SALARY SCHEDULE (Effective Mid-Year, 2001-2002)
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STEPS	0-44 CLASS I	45-59 CLASS II	60-74 CLASS III	75+ CLASS IV
1	39,693	40,637	41,871	43,141
2	40,494	41,810	43,176	44,586
3	41,572	42,980	44,525	46,086
4	42,686	44,273	45,925	47,641
5	43,830	45,564	47,373	49,253
6	45,010	46,895	48,870	50,928
7	46,226	48,274	50,419	52,664
8	47,478	49,697	52,023	54,465
9	48,765	51,163	53,686	56,336
10	50,094	52,679	55,400	58,272
11	50,094	54,245	57,180	60,287
12	50,094	55,861	59,021	62,374
13	50,094	55,861	60,926	64,541

CAREER INCREMENTS AFTER CLASS IV, STEP 13	
At the beginning of the 16th year	65,874
At the beginning of the 19th year	67,018
At the beginning of the 22nd year	68,174
At the beginning of the 25th year	70,206

ADVANCED DEGREES

For 2001-2002, Certificated Personnel with a Master's Degree from an accredited institution receive \$1,208 above teachers salary placement.

For 2001-2002, Certificated Personnel with a Doctorate (e.g. Ed.D or Ph.D) from an accredited institution receive \$1,208 above teachers salary placement.

PLACEMENT ON SALARY SCHEDULE

- All classification units must conform to District requirements.
- Class I Teachers with an A.B. Degree plus up to 44 semester units.
- Class II Teachers with an A.B. Degree plus 45 semester units.
- Class III Teachers with an A.B. Degree plus 60 semester units.
- Class IV Teachers with an A.B. Degree plus 75 semester units.

Effective July 1, 2001, for original classification purposes, the units required must be accredited college credits in upper-division or graduate courses, and must be taken after the date of the Bachelor's Degree.

Upper division/graduate units taken prior to the date of the Bachelor's degree shall be credited if the upper division/graduate units were not already credited toward the Bachelor's degree, but were credited toward an earned Master's degree, Doctorate, or Specialist Certification.

Lower division units taken after the date of the Bachelor's degree shall be credited if they resulted in the award of a degree, certificate, or supplementary authorization needed to teach the course/subject for which the individual was hired.

New and returning unit members shall have until October 31 to submit documentation of credits for salary placement for the current school year. Should units not be submitted by the deadline, credit for salary advancement will not be granted until the following school year.

To count as a year of experience, at least 75% of the school year must have been taught.

SERVICE CREDIT

Effective July 1, 1999, credit for teaching experience outside the District, and 1 year of credit for military service, shall be given to a maximum of 10 years for both. The maximum placement for teachers new to the District shall be Step 11 in any class. Effective July 1, 2000, maximum placement shall be step 12.

Effective July 1, 2000, year-for-year credit (up to maximum) will be granted for private school teaching experience done while in possession of an appropriate state credential or license.

Effective with employees hired for the 2000-01 school year, the District will offer appropriate service credit for individuals who have taught in a K-12 private school under the following conditions:

1. Individual possesses a Masters Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to his/her Masters or Ph.D.
3. Individual will be teaching for the MDUSD in a field related to his/her Masters or Ph.D.
4. MDUSD assignment must be in an identified shortage area.

In addition to upper division or graduate units, column movement on the salary schedule may be accomplished in one or more of the following ways:

Lower Division

A unit member is limited to 4 lower division units for every 15 units toward a column change.

Lower division coursework completed after July 1, 1998, for purposes of reissuance of an emergency permit, or obtaining a supplemental authorization onto an existing credential needed by the unit member to retain the position held.

Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the unit member applies for the authorization through the Personnel Services office.

To insure classification credit, advance approval must be obtained from the Personnel Office.

Alternative Credit

Continuing Education Units (CEU) completed after July 1, 1998, for purposes of reissuance of an emergency permit, or obtaining a supplemental authorization onto an existing credential needed by the unit member to retain the position held at the time of taking such CEU's.

Fifteen (15) classroom hours shall equal one unit.

Participation in the MDEA-MDUSD Professional Development Academy. For credit, the course must be approved for credit in advance.

Mt. Diablo Unified School District

2002-2003 TEACHERS' SALARY SCHEDULE				
(Effective July 1, 2002)				

STEPS	0-44 CLASS I	45-59 CLASS II	60-74 CLASS III	75+ CLASS IV
1	39,693	40,637	41,871	43,141
2	40,494	41,810	43,176	44,586
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7	46,226	48,274	50,419	52,664
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12	50,094	55,861	59,021	62,374
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For 2002-2003, Certificated Personnel with a Doctorate (e.g. Ed.D or Ph.D) from an accredited institution receive \$1,208 above teachers salary placement.

For 2002-2003, Certificated Personnel with National Board Certification shall receive an amount equal to the Master's Degree stipend above the teachers salary placement.

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

Class I Teachers with an A.B. Degree plus up to 44 semester units.

Class II Teachers with an A.B. Degree plus 45 semester units.

Class III Teachers with an A.B. Degree plus 60 semester units.

Class IV Teachers with an A.B. Degree plus 75 semester units.

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Fifteen (15) classroom hours shall equal one unit.

Participation in the MDEA-MDUSD Professional Development Academy. For credit, the course must be approved for credit in advance.

Mt. Diablo Unified School District

2001-2002 MDEA SUPPLEMENTAL COMPENSATION SCHEDULE

(Effective July 1, 2001)

Teachers assigned to positions entitled to extra compensation for special duties shall receive the following in addition to the salary provided for their placement on the salary schedule.

Athletic Coaches:	Baseball/Softball - JV	\$ 1,482.49
	Baseball/Softball - Varsity	1,742.69
	Basketball - JV & Freshman	1,482.49
	Basketball - Varsity	1,742.69
	Cross Country	1,549.33
	Football - JV, Freshman & Asst	1,646.01
	Football - Varsity	1,936.06
	Football Trainer	1,646.01
	Soccer	1,549.33
	Swimming	1,549.33
	Tennis	1,549.33
	Track	1,742.69
	Track, Assistant	1,482.49
	Volleyball - JV	1,482.49
	Volleyball - Varsity	1,549.33
	Wrestling	1,742.69
Wrestling, Assistant	1,482.49	

Athletic Director:	\$ 2,279.98
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Co-Curricular:

High School		
Band Director	\$ 2,279.98	
Choral Director	510.47	<i>For each production. Maximum two (2) productions per school year for each school.</i>
Drama Director	510.47	<i>For each production. Maximum three (3) productions per school year for each school.</i>
Yearbook/Publications	510.47	<i>Three (3) allowable</i>
Other Stipends * (ie. Model UN, Mock Trial)	563.51	<i>Two (2) allowable</i>
<p>*Each site may choose to fund alternative activities such as Academic Decathlon and Odyssey of the Mind through a faculty vote. Potential variations from the discussed uses of these funds shall first be reviewed by the Assistant Superintendent, Secondary Education and the Executive Board of MDEA. Should this matter go to a vote of the faculty, such a vote shall require a two-thirds faculty concurrence to fund alternative uses.</p>		

Middle School		
Band/Choral Director	\$ 510.47	<i>Three (3) allowable - must include evening performances.</i>
Drama Director	510.47	<i>One (1) allowable - must include evening performances.</i>
Publications	510.47	<i>Two (2) allowable</i>
Yearbook	510.47	<i>Two (2) allowable</i>

Department Chairpersons:

Identified subject areas*:

1 to 4 teachers (including chairperson)	\$ 624.82	<i>*Maximums (including Special Education)</i>	
5 to 9 teachers (including chairperson)	\$ 831.12	Middle Schools:	Eight (8)
10 or more teachers (including chairperson)	\$ 1,044.49	High Schools:	Thirteen (13)

Elementary FTE Stipends:

Each elementary school, Delta Program, Gregory Gardens Preschool, Shadelands, and Sunrise shall receive a stipend for each FTE.

For the 2001/2002 school year,
the amount per FTE will be \$ 123.78

Teachers on Special Assignment: \$ 666.07

Longevity Plan:

A ten-step longevity increment schedule shall be implemented for the following supplemental compensation assignments in the district:

- Credentialed Coaches
- High School Band Directors
- Directors of High School Drama Productions

One (1) step shall equal one (1) year. Longevity increments shall be paid on these assignments beginning with the second step and in each alternate year thereafter through year ten (10).

For the 2001/2002 school year,
the longevity increments will be \$ 294.73

Initial placement of Credentialed Coaches, High School Band Directors, and Directors of High School Drama Productions on this longevity increment schedule shall be accomplished by the granting of one (1) year of step credit for each two (2) years of previous coaching, etc., experience in the District, to a maximum of three (3) years step credit.

Coaches:

1. Coaches shall be referred to as "credentialed" and "non-credentialed." A "credentialed" coach is one who is properly certified to teach in California.
2. All "non-credentialed" coaches currently receiving longevity shall continue to do so. Longevity pay shall no longer be available to "non-credentialed" new hires effective July 1, 1996.
3. "Credentialed" coaches are able to qualify for longevity pay without regard to continuous service.

H.S. Drama Directors:

Drama Directors producing fewer than three (3) productions per school year shall receive longevity stipends on a prorated basis.

Mt. Diablo Unified School District

**2001-2002 MDEA SUPPLEMENTAL COMPENSATION SCHEDULE
(Effective Mid-Year, 2001-2002)**

Teachers assigned to positions entitled to extra compensation for special duties shall receive the following in addition to the salary provided for their placement on the salary schedule.

Athletic Coaches:	Baseball/Softball - JV	\$ 1,482.49
	Baseball/Softball - Varsity	1,742.69
	Basketball - JV & Freshman	1,482.49
	Basketball - Varsity	1,742.69
	Cross Country	1,549.33
	Football - JV, Freshman & Asst	1,646.01
	Football - Varsity	1,936.06
	Football Trainer	1,646.01
	Soccer	1,549.33
	Swimming	1,549.33
	Tennis	1,549.33
	Track	1,742.69
	Track, Assistant	1,482.49
	Volleyball - JV	1,482.49
	Volleyball - Varsity	1,549.33
	Wrestling	1,742.69
	Wrestling, Assistant	1,482.49

Athletic Director:	\$ 2,336.98
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Co-Curricular:

High School		
Band Director	\$ 2,336.98	
Choral Director	523.23	<i>For each production. Maximum two (2) productions per school year for each school.</i>
Drama Director	523.23	<i>For each production. Maximum three (3) productions per school year for each school.</i>
Yearbook/Publications	523.23	<i>Three (3) allowable</i>
Other Stipends * (ie. Model UN, Mock Trial)	577.60	<i>Two (2) allowable</i>
<p>*Each site may choose to fund alternative activities such as Academic Decathlon and Odyssey of the Mind through a faculty vote. Potential variations from the discussed uses of these funds shall first be reviewed by the Assistant Superintendent, Secondary Education and the Executive Board of MDEA. Should this matter go to a vote of the faculty, such a vote shall require a two-thirds faculty concurrence to fund alternative uses.</p>		

Middle School		
Band/Choral Director	\$ 523.23	<i>Three (3) allowable - must include evening performances.</i>
Drama Director	523.23	<i>One (1) allowable - must include evening performances.</i>
Publications	523.23	<i>Two (2) allowable</i>
Yearbook	523.23	<i>Two (2) allowable</i>

Department Chairpersons:

Identified subject areas*:

1 to 4 teachers (including chairperson)	\$ 640.44	<i>*Maximums (including Special Education)</i>	
5 to 9 teachers (including chairperson)	\$ 851.90	Middle Schools:	Eight (8)
10 or more teachers (including chairperson)	\$ 1,070.60	High Schools:	Thirteen (13)

Elementary FTE Stipends:

Each elementary school, Delta Program, Gregory Gardens Preschool, Shadelands, and Sunrise shall receive a stipend for each FTE.

For the 2001/2002 school year,
the amount per FTE will be \$ 126.87

Teachers on Special Assignment:

\$ 682.72

Longevity Plan:

A ten-step longevity increment schedule shall be implemented for the following supplemental compensation assignments in the district:

- Credentialed Coaches
- High School Band Directors
- Directors of High School Drama Productions

One (1) step shall equal one (1) year. Longevity increments shall be paid on these assignments beginning with the second step and in each alternate year thereafter through year ten (10).

For the 2001/2002 school year, the longevity increments will be	\$ 302.10
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Initial placement of Credentialed Coaches, High School Band Directors, and Directors of High School Drama Productions on this longevity increment schedule shall be accomplished by the granting of one (1) year of step credit for each two (2) years of previous coaching, etc., experience in the District, to a maximum of three (3) years step credit.

Coaches:

1. Coaches shall be referred to as "credentialed" and "non-credentialed." A "credentialed" coach is one who is properly certified to teach in California.
2. All "non-credentialed" coaches currently receiving longevity shall continue to do so. Longevity pay shall no longer be available to "non-credentialed" new hires effective July 1, 1996.
3. "Credentialed" coaches are able to qualify for longevity pay without regard to continuous service.

H.S. Drama Directors:

Drama Directors producing fewer than three (3) productions per school year shall receive longevity stipends on a prorated basis.

Mt. Diablo Unified School District

2002-2003 MDEA SUPPLEMENTAL COMPENSATION SCHEDULE

(Effective July 1, 2002)

Teachers assigned to positions entitled to extra compensation for special duties shall receive the following in addition to the salary provided for their placement on the salary schedule.

Athletic Coaches:	Baseball/Softball - JV	\$ 1,500.79
	Baseball/Softball - Varsity	1,764.21
	Basketball - JV & Freshman	1,500.79
	Basketball - Varsity	1,764.21
	Cross Country	1,568.46
	Football - JV, Freshman & Asst	1,666.33
	Football - Varsity	1,959.96
	Football Trainer	1,666.33
	Soccer	1,568.46
	Swimming	1,568.46
	Tennis	1,568.46
	Track	1,764.21
	Track, Assistant	1,500.79
	Volleyball - JV	1,500.79
	Volleyball - Varsity	1,568.46
	Wrestling	1,764.21
	Wrestling, Assistant	1,500.79

Athletic Director:	\$ 2,336.98
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Co-Curricular:

High School		
Band Director	\$ 2,336.98	
Choral Director	523.23	<i>For each production. Maximum two (2) productions per school year for each school.</i>
Drama Director	523.23	<i>For each production. Maximum three (3) productions per school year for each school.</i>
Yearbook/Publications	523.23	<i>Three (3) allowable</i>
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<p>*Each site may choose to fund alternative activities such as Academic Decathlon and Odyssey of the Mind through a faculty vote. Potential variations from the discussed uses of these funds shall first be reviewed by the Assistant Superintendent, Secondary Education and the Executive Board of MDEA. Should this matter go to a vote of the faculty, such a vote shall require a two-thirds faculty concurrence to fund alternative uses.</p>		

Middle School		
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Drama Director	523.23	<i>One (1) allowable - must include evening performances.</i>
Publications	523.23	<i>Two (2) allowable</i>
Yearbook	523.23	<i>Two (2) allowable</i>

Department Chairpersons:			
Identified subject areas*:			
1 to 4 teachers (including chairperson)	\$ 640.44	<i>*Maximums (including Special Education)</i>	
5 to 9 teachers (including chairperson)	\$ 851.90	Middle Schools:	Eight (8)
10 or more teachers (including chairperson)	\$ 1,070.60	High Schools:	Thirteen (13)

Elementary FTE Stipends:

Each elementary school, Delta Program, Gregory Gardens Preschool, Shadelands, and Sunrise shall receive a stipend for each FTE.

For the 2001/2002 school year,
the amount per FTE will be \$ 126.87

Teachers on Special Assignment: \$ 682.72

Longevity Plan:

A ten-step longevity increment schedule shall be implemented for the following supplemental compensation assignments in the district:

- Credentialed Coaches
- High School Band Directors
- Directors of High School Drama Productions

One (1) step shall equal one (1) year. Longevity increments shall be paid on these assignments beginning with the second step and in each alternate year thereafter through year ten (10).

For the 2001/2002 school year, the longevity increments will be	\$ 302.10
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Initial placement of Credentialed Coaches, High School Band Directors, and Directors of High School Drama Productions on this longevity increment schedule shall be accomplished by the granting of one (1) year of step credit for each two (2) years of previous coaching, etc., experience in the District, to a maximum of three (3) years step credit.

Coaches:

1. Coaches shall be referred to as "credentialed" and "non-credentialed." A "credentialed" coach is one who is properly certified to teach in California.
2. All "non-credentialed" coaches currently receiving longevity shall continue to do so. Longevity pay shall no longer be available to "non-credentialed" new hires effective July 1, 1996.
3. "Credentialed" coaches are able to qualify for longevity pay without regard to continuous service.

H.S. Drama Directors:

Drama Directors producing fewer than three (3) productions per school year shall receive longevity stipends on a prorated basis.

School (Statistical) Month	N =New Teacher Orientation T =Work Day, All Teachers					B= Board Holiday L =Legal Holiday R =School Recess			Non-Teaching Days			Teaching Days	HOLIDAYS & REPORT PERIODS
	Mon.	Tues.	Wed.	Thurs.	Fri.	N	T	BLR					
August	27(N)	28(N)	29(T)	30(T)	31***	2	2						Aug. 27/28 Orientation – New Teachers Aug. 29 & 30 Work Day – All Teachers *** August 31 Non-Work Day – All Teachers
<u>FIRST</u> September 3 Thru September 28	3(L) 10 17 24	4(T) 11 18 25	5** 12 19 26	6 13 20 27	7 14 21 28		1	1				18	Sept. 3 Labor Day Sept. 4 Work Day – All Teachers **Sept. 5 – 1 st Day of School
<u>SECOND</u> October 1 Thru October 26	1 8 15 22	2 9 16 23	3 10 17 24	4 11 18 25	5 12 19 26							20	
<u>THIRD</u> October 29 Thru November 23	29 5 12(L) 19	30 6 13 20	31 7 14 21 (R)	1 8 15 22(L)	2 9 16 23(B)			4				16	Nov. 2 END FIRST QUARTER 43 Teaching Days (Grades 6-12) Nov. 12 Veteran's Day Nov. 21 School Recess Nov. 22 Thanksgiving Nov. 23 Board Holiday Nov. 30 END FIRST TRIMESTER 59 Teaching Days (Grades K-5)
<u>FOURTH</u> November 26 Thru December 28	26 3 10 17 24(R)	27 4 11 18 25(L)	28 5 12 19 26(R)	29 6 13 20 27(R)	30 7 14 21 28(R)			5				20	Dec. 24 Thru Jan 4, 2002 Winter Recess Dec. 25 Christmas
<u>FIFTH</u> December 31 Thru January 25	31(R) 7 14 21(L)	1(L) 8 15 22	2(R) 9 16 23	3(R) 10 17 24	4(R) 11 18 25			6				14	Jan. 1 New Year's Holiday Jan. 21 Dr. Martin Luther King, Jr's Birthday Jan. 25 END SECOND QUARTER 45 Teaching Days (Grades 6-12) Jan. 25 END FIRST SEMESTER 88 Teaching Days (Grades (6-12)
<u>SIXTH</u> January 28 Thru February 22	28 4 11(L) 18(L)	29 5 12 19	30 6 13 20	31 7 14 21	1 8 15 22			2				18	Feb. 11 Lincoln's Day Feb. 18 Washington's Day
<u>SEVENTH</u> February 25 Thru March 22	25 4 11 18	26 5 12 19	27 6 13 20	28 7 14 21	1 8 15 22							20	Mar.15 END SECOND TRIMESTER 62 Teaching Days (Grades K-5)
<u>EIGHTH</u> March 25 Thru April 19	25 1(B) 8 15	26 2(R) 9 16	27 3(R) 10 17	28 4(R) 11 18	29 5(R) 12 19			5				15	April 5 END THIRD QUARTER 43 Teaching Days (Grades 6-12) April 1 through April 5 Spring Recess (after Easter Sunday) April 1 Board Holiday
<u>NINTH</u> April 22 Thru May 17	22 29 6 13	23 30 7 14	24 1 8 15	25 2 9 16	26 3 10 17							20	
<u>TENTH</u> May 20 Thru June 14	20 27(L) 3 10	21 28 4 11	22 29 5 12	23 30 6 13	24 31 7 14			1				19	May 27 Memorial Day June 14 END THIRD TRIMESTER 59 Teaching Days (Grades K-5) June 14 END FOURTH QUARTER 49 Teaching Days (Grades 6-12) June 14 END SECOND SEMESTER 92 Teaching Days
TOTALS						2	3	24				180	
1 st Semester: 88 Teaching Days 2 nd Semester: 92 Teaching Days						Total NEW Teachers' Work Days: 185 Total RETURNING Teachers' Work Days: 183							

Appendix C(1)

NOTE: All certificated teaching personnel NEW to the District are required to report for orientation on 8/27/01 and 8/28/01.
All NEW and RETURNING Certificated teaching personnel are required to report for pre-school Work Days on Wed., 8/29; Thurs., 8/30; and Tues., 9/4/01.

School (Statistical) Month	N =New Teacher Orientation T =Work Day, All Teachers					B= Board Holiday L =Legal Holiday R =School Recess			Non-Teaching Days			Teaching Days	HOLIDAYS & REPORT PERIODS
	Mon.	Tues.	Wed.	Thurs.	Fri.	N	T	BLR					
August	26(N)	27(N)	28(T)	29(T)	30*	2	2					Aug. 26/27 Orientation -- New Teachers Aug. 28/29 Work Day -- All Teachers *Aug. 30 Non-Work Day -- All Teachers	
FIRST September 2 Thru September 27	2(L) 9 16 23	3(T) 10 17 24	4** 11 18 25	5 12 19 26	6 13 20 27		1	1			18	Sept. 2 Labor Day Sept. 3 Work Day -- All Teachers **Sept. 4 -- 1 st Day of School	
SECOND September 30 Thru October 25	30 7 14 21	1 8 15 22	2 9 16 23	3 10 17 24	4 11 18 25						20		
THIRD October 28 Thru November 22	28 4 11(L) 18	29 5 12 19	30 6 13 20	31 7 14 21	1 8 15 22			1			19	Nov. 1 END FIRST QUARTER 43 Teaching Days (Grades 6-12) Nov. 11 Veteran's Day Nov. 27 School Recess Nov. 28 Thanksgiving Nov. 29 Board Holiday Nov. 26 END FIRST TRIMESTER 59 Teaching Days (Grades K-5)	
FOURTH November 25 Thru December 27	25 2 9 16 23(R)	26 3 10 17 24(R)	27(R) 4 11 18 25(L)	28(L) 5 12 19 26(R)	29(B) 6 13 20 27(R)			8			17	Dec. 23 Thru Jan 3, 2003 Winter Recess Dec. 25 Christmas Jan. 1 New Year's Holiday Jan. 20 Dr. Martin Luther King, Jr's Birthday Jan. 31 END SECOND QUARTER 50 Teaching Days (Grades 6-12) Jan. 31 END FIRST SEMESTER 93 Teaching Days (Grades (6-12)	
FIFTH December 30 Thru January 24	30(R) 6 13 20(L)	31(R) 7 14 21	1(L) 8 15 22	2(R) 9 16 23	3(R) 10 17 24			6			14	Feb. 10 Lincoln's Day Feb. 17 Washington's Day Mar.21 END SECOND TRIMESTER 67 Teaching Days (Grades K-5)	
SIXTH January 27 Thru February 21	27 3 10(L) 17(L)	28 4 11 18	29 5 12 19	30 6 13 20	31 7 14 21			2			18	April 4 END THIRD QUARTER 43 Teaching Days (Grades 6-12) April 21 through April 25 Spring Recess (after Easter Sunday) April 21 Board Holiday	
SEVENTH February 24 Thru March 21	24 3 10 17	25 4 11 18	26 5 12 19	27 6 13 20	28 7 14 21						20	May 26 Memorial Day June 13 END THIRD TRIMESTER 54 Teaching Days (Grades K-5) June 13 END FOURTH QUARTER 44 Teaching Days (Grades 6-12) June 13 END SECOND SEMESTER 87 Teaching Days	
EIGHTH March 24 Thru April 18	24 31 7 14	25 1 8 15	26 2 9 16	27 3 10 17	28 4 11 18						20		
NINTH April 21 Thru May 16	21(B) 28 5 12	22(R) 29 6 13	23(R) 30 7 14	24(R) 1 8 15	25(R) 2 9 16			5			15		
TENTH May 19 Thru June 13	19 26(L) 2 9	20 27 3 10	21 28 4 11	22 29 5 12	23 30 6 13			1			19		
TOTALS						2	3	24			180		

1st Semester: 93 Teaching Days
2nd Semester: 87 Teaching Days

Total NEW Teachers' Work Days: 185
Total RETURNING Teachers' Work Days: 183

Appendix C(2)

NOTE: All certificated teaching personnel NEW to the District are required to report for orientation on 8/26/02 and 8/27/02.
All NEW and RETURNING Certificated teaching personnel are required to report for pre-school Work Days on Wed., 8/28, Thurs., 8/29 and Tues., 9/3/02.

School (Statistical) Month	N =New Teacher Orientation T =Work Day, All Teachers					B= Board Holiday L =Legal Holiday R =School Recess			Non-Teaching Days			Teaching Days	HOLIDAYS & REPORT PERIODS
	Mon.	Tues.	Wed.	Thurs.	Fri.	N	T	BLR					
August	25(N)	26(N)	27(T)	28(T)	29*	2	2						Aug. 25/26 Orientation – New Teachers Aug. 27/28 Work Day – All Teachers *Aug. 29 Non-Work Day – All Teachers
<u>FIRST</u> September 1 Thru September 26	1(L) 8 15 22	2(T) 9 16 23	3** 10 17 24	4 11 18 25	5 12 19 26		1	1			18		Sept. 1 Labor Day Sept. 2 Work Day – All Teachers **Sept. 3 – 1 st Day of School
<u>SECOND</u> September 29 Thru October 24	29 6 13 20	30 7 14 21	1 8 15 22	2 9 16 23	3 10 17 24						20		Oct. 31 END FIRST QUARTER 43 Teaching Days (Grades 6-12) Nov. 11 Veteran's Day Nov. 26 School Recess Nov. 27 Thanksgiving Nov. 28 Board Holiday Nov. 25 END FIRST TRIMESTER 59 Teaching Days (Grades K-5)
<u>THIRD</u> October 27 Thru November 21	27 3 10 17	28 4 11(L) 18	29 5 12 19	30 6 13 20	31 7 14 21			1			19		
<u>FOURTH</u> November 24 Thru December 26	24 1 8 15 22(R)	25 2 9 16 23(R)	26(R) 3 10 17 24(R)	27(L) 4 11 18 25(L)	28(B) 5 12 19 26(R)			8			17		Dec. 22 Thru Jan 5, 2004 Winter Recess Dec. 25 Christmas Jan. 1 New Year's Holiday Jan. 19 Dr. Martin Luther King, Jr's Birthday Jan. 30 END SECOND QUARTER 50 Teaching Days (Grades 6-12) Jan. 30 END FIRST SEMESTER 93 Teaching Days (Grades (6-12)
<u>FIFTH</u> December 29 Thru January 23	29(R) 5 12 19(L)	30(R) 6 13 29	31(R) 7 14 21	1(L) 8 15 22	2(R) 9 16 23			6			14		
<u>SIXTH</u> January 26 Thru February 20	26 2 9(L) 16(L)	27 3 10 17	28 4 11 18	29 5 12 19	30 6 13 20			2			18		Feb. 9 Lincoln's Day Feb. 16 Washington's Day
<u>SEVENTH</u> February 23 Thru March 19	23 1 8 15	24 2 9 16	25 3 10 17	26 4 11 18	27 5 12 19						20		Mar.19 END SECOND TRIMESTER 67 Teaching Days (Grades K-5)
<u>EIGHTH</u> March 22 Thru April 16	22 29 5 12(B)	23 30 6 13(R)	24 31 7 14(R)	25 1 8 15(R)	26 2 9 16(R)			5			15		April 2 END THIRD QUARTER 43 Teaching Days (Grades 6-12) April 12 through April 16 Spring Recess (after Easter Sunday) April 12 Board Holiday
<u>NINTH</u> April 19 Thru May 14	19 26 3 10	20 27 4 11	21 28 5 12	22 29 6 13	23 30 7 14						20		May 31 Memorial Day June 11 END THIRD TRIMESTER 54 Teaching Days (Grades K-5) June 11 END FOURTH QUARTER 44 Teaching Days (Grades 6-12) June 11 END SECOND SEMESTER 87 Teaching Days
<u>TENTH</u> May 17 Thru June 11	17 24 31(L) 7	18 25 1 8	19 26 2 9	20 27 3 10	21 28 4 11			1			19		
TOTALS						2	3	24			180		
1 st Semester: 93 Teaching Days 2 nd Semester: 87 Teaching Days						Total NEW Teachers' Work Days: 185 Total RETURNING Teachers' Work Days: 183							

Appendix C(3)

NOTE: All certificated teaching personnel NEW to the District are required to report for orientation on 8/25/03 and 8/26/03.
All NEW and RETURNING Certificated teaching personnel are required to report for pre-school Work Days on Wed., 8/27, Thurs., 8/28 and Tues., 9/2/03.



**APPLICATION
PART-TIME EMPLOYMENT LEADING TO RETIREMENT
(WILLIE BROWN)**

Name: _____ **Date:** _____
Address: _____ **DOB:** _____
_____ **Telephone #:** _____
SS#: _____ **Job Location:** _____

“Willie Brown” is a program designed to allow unit members aged fifty-five (55) or over to work part-time and receive full-time retirement credit during the ten (10) years immediately prior to retirement. Conditions for participation in “Willie Brown are as follows:

- Application must be made to Personnel Services by March 1 in the year previous to the school year in which the unit member intends to participate in the program.
- Unit members must be at least fifty-five (55) years of age.
- Unit members must have a minimum of ten (10) years of employment in Mt. Diablo Unified School District, the most recent five (5) years of which must have been on a full-time basis.
- The minimum of the equivalent of half-time service may be exceeded upon mutual consent of the unit member and the District.
- At the end of the maximum ten (10) year part-time employment period, the unit member must retire. Retirement may occur before the end of the ten (10) year period.
- For the spring of 1999 on a pilot basis, the number of participants shall be increased to 20 although the District shall not be required to grant this number.
- Those entering the Program for the first time shall do so on the basis of seniority.
- Mutual agreement between the unit member and the immediate supervisor is required before the plan can be implemented. The immediate supervisor’s signature is required on the application form.

I have read and understand the conditions for participation in the “Willie Brown” program.

Teacher’s Signature

Supervisor’s Approval

Distribution:	
White	- Personnel
Pink	- Teacher
Yellow	- Supervisor



MT. DIABLO UNIFIED SCHOOL DISTRICT OF CONTRA COSTA COUNTY, CALIFORNIA
1936 Carlotta Drive
Concord, CA 94519

NOTICE OF ELECTION – Certificated Employee
PART-TIME EMPLOYMENT

AS PROVIDED UNDER EDUCATION CODE 22713, 44922 AND 45025

NOTICE IS HEREBY GIVEN that the Governing Board of this School District offers to employ the person named at left under the following part-time contract.

PART-TIME CONTRACT OF EMPLOYMENT

1. Parties & Date: Effective on _____, the Governing Board of this School District and the above-named employee mutually agreed and promise as follows:
2. Special Terms: The following special terms are subject to the other provisions of this part-time contract:
 - (a) Assignment: _____
 - (b) Percentage of part-time: _____
(per California Education Code Section 44922)
 - (c) Salary: \$ _____ per year. Class _____ Step _____
 - (d) Payable: _____ installments of \$ _____ beginning _____
 - (e) Period (term) of contract: _____
3. The Board hereby employs employee as a certificated employee of the District under the terms stated above. The salary may be changed by mutual agreement during the term of this contract. This contract does not entitle the employee to any specific position, work, or work schedule. Assignment within the employee's credential(s) is at the District's discretion at all times.
4. The minimum of the equivalent of half-time service may be exceeded upon the mutual consent of the employee and the school district.
5. Employee and the district agree to contribute to the State Teachers' Retirement System an amount equal to what would be contributed if employee was full-time. Credit for retirement allowance will be earned at the full-time rate.
6. Fringe Benefits: The employee shall receive health benefits in the same manner as a full-time employee.
7. At the end of the maximum 10 year part-time employment period, the employee is required to submit a resignation. Resignation may occur before the end of the 10 year period.
8. ARTICLE 5, Transfer, of the MDEA/MDUSD Contractual Agreement, will not apply to participants of this program.
9. Salaries and preparation periods of secondary teachers will be based on the normal teaching load of a full-time teacher as follows:

Normal Length Student Day

6 periods
7 periods

Pay Per Period

1/5 full time rate
1/6 full time rate

10. This contract is subject to the laws of the State of California, to the rules and regulations of the State Board of Education and of this Governing Board, and to any amendments or modifications thereof during the term of this contract, all of which are by this reference made a part hereof as though fully set forth herein.
11. Before rendering service hereunder, the employee shall file with the District Superintendent a certificate evidencing freedom from active tuberculosis, as required by Ed. Code 49406. The employee shall possess a valid California credential covering this assignment and have it on file in the Office of the Contra Costa County Superintendent of Schools, as required by law.
12. Employee's salary shall be withheld until the employee substantiates his/her training, experience and credentials, which substantiation must be received by the District within 30 days after the employee's first day of employment under this contract. The District shall have an additional 30 days within which to review and verify the substantiating documents; however, it is the employee's sole responsibility to supply the District with all documents and information necessary to account correctly for said training, experience and credentials, and employee shall cooperate in furnishing to the District such additional information as it may request.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: _____
Director of Certificated Personnel

ACCEPTANCE

I have read and understand the above offer of employment and accept all its terms and conditions.

DATED: _____ EMPLOYEE'S SIGNATURE _____
(sign, date and return copy to Personnel Services Office)

IMPORTANT NOTE TO EMPLOYEE: This offer must be accepted and returned to the District Personnel Services Office before July 1st. Otherwise the employee shall be deemed to have declined the employment.

EDUCATION CODE 44842

"If, without good cause, a probationary or permanent employee of a school district fails prior to July 1st of any school year to notify the governing board of the district that his or her intention to remain or not to remain in the service of the district, as the case may be, during the ensuing school year if a request to give notice, including a copy of this section, shall have been personally served upon the employee him/her were mailed to him or her by United States certified mail with return receipt requested to his or her last known place of address, by the clerk or secretary of the governing board of the school district, not later than the preceding May 30th, the employee may be deemed to have declined employment and his or her services as an employee of the district may be terminated on June 30th of that year."



**MT. DIABLO UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL EVALUATION
INITIAL**

Copy 1 – Evaluator
Copy 2 – Evaluatee

20____ – 20____

1936 Carlotta Drive, Concord, CA 94519

Page 1 of 4

Evaluatee _____ Position _____ School _____

Social Security # _____ Standards Selected (at least 2) _____

Evaluator _____ Position _____ School Year _____

Status: Provisional Temporary/Probationary I Probationary II Permanent

Peer Assistance and Review (PAR) Program Yes No

Rating: U=Unsatisfactory NI=Needs Improvement P=Proficient D=Distinguished

STANDARD I – Engaging and Supporting All Students in Learning	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • Connecting students' prior knowledge, life experience, and interests with learning goals. • Using a variety of instructional strategies and resources to respond to students' diverse needs. • Facilitating learning experiences that promote autonomy, interaction, and choice. • Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful. • Promoting self-directed, reflective learning for all students. 		

INITIAL
20__ - 20__

Evaluatee _____
School Year _____

STANDARD VI – Developing as a Professional Educator	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • Reflecting on teaching practice and planning professional development. • Establishing professional goals and pursuing opportunities to grow professionally. • Working with communities to improve professional practice. • Working with families to improve professional practice. • Working with colleagues to improve professional practice. • Balancing professional responsibilities/maintaining motivation. 		
<p>Additional Comments/Evaluatee</p>	<p>Additional Comments/Evaluator</p>	

Additional Pages May Be Used

Date

Evaluatee Signature

Date

Evaluator Signature



1936 Carlotta Drive, Concord, CA 94519

MT. DIABLO UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL EVALUATION

Copy 1 – Personnel
Copy 2 – Evaluatee
Copy 3 – Evaluator

- INTERIM
- FINAL

20____ – 20____

Evaluatee _____ Position _____ School _____

Social Security # _____ Standards Selected (at least 2) _____

Evaluator _____ Position _____ School Year _____

Status: Provisional Temporary/Probationary I Probationary II Permanent

Peer Assistance and Review (PAR) Program Yes No

Rating: U=Unsatisfactory NI=Needs Improvement P=Proficient D=Distinguished

STANDARD I – Engaging and Supporting All Students in Learning	Rating	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
<ul style="list-style-type: none"> • Connecting students’ prior knowledge, life experience, and interests with learning goals. • Using a variety of instructional strategies and resources to respond to students’ diverse needs. • Facilitating learning experiences that promote autonomy, interaction, and choice. • Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful. • Promoting self-directed, reflective learning for all students. 		

INTERIM

FINAL

Evaluatee _____

20____ - 20____

School Year _____

STANDARD VI – Developing as a Professional Educator	Rating	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
<ul style="list-style-type: none"> • Reflecting on teaching practice and planning professional development. • Establishing professional goals and pursuing opportunities to grow professionally. • Working with communities to improve professional practice. • Working with families to improve professional practice. • Working with colleagues to improve professional practice. • Balancing professional responsibilities/maintaining motivation. 		
Additional Comments/Evaluatee		Additional Comments/Evaluator

Additional Pages May Be Used

Date

Evaluatee Signature

Date

Evaluator Signature

OBSERVATION FORM

Period: 0 1 2 3 4 5 6 7 8

Formal Observation ()

Observation # _____

Time: _____

Scheduled ()

Unscheduled ()

Observation Date: _____

Standards Addressed: _____

Conference Date: _____

Teacher Signature: _____

Instructional Focus: _____

Evaluator Signature: _____

OBSERVATION DATA

QUESTIONS/COMMENDATIONS RECOMMENDATIONS

REFLECTIONS/DEBRIEFING NOTES/NEXT STEPS

Mt. Diablo Unified School District
Concord, CA

In accordance with Article 11.7.2.2.3, "Other assessments/evaluative techniques may be added if mutually agreed upon by evaluatee and evaluator."

Self-Evaluation

Standards Selected _____

Evaluatee

Date



**MT. DIABLO UNIFIED SCHOOL DISTRICT
 CERTIFICATED PERSONNEL EVALUATION
 INITIAL**

Copy 1 – Evaluator
 Copy 2 – Evaluatee

School Nurse

1936 Carlotta Drive, Concord, CA 94519

Page 1 of 4

Evaluatee _____ Position _____ School _____

Social Security # _____ Standards Selected (at least 2) _____

Evaluator _____ Position _____ School Year _____

Status: Provisional Temporary/Probationary I Probationary II Permanent

Peer Assistance and Review (PAR) Program Yes No

Rating: U=Unsatisfactory NI=Needs Improvement P=Proficient D=Distinguished

STANDARD I – Applying Clinical Knowledge and Nursing Process	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • Uses a systematic approach for problem solving and decision-making. • Assesses issues using subjective and objective data collection. • Develops plans and makes decisions based on assessment data. • Applies medical knowledge in providing health services. • Objectively reviews and evaluates health services. 		

INITIAL

Evaluatee _____

School Nurse

School Year _____

STANDARD VI – Health Consultation	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • Uses clinical knowledge to provide consultation services to staff, students and parents. • Provides information and leads staff development activities on health-related matters. 		
STANDARD VII – Professional Development	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • Participates in continuing education to maintain effective nursing skills. • Uses current research and medical information in providing health care to students. 		

Additional Comments/Evaluatee

Additional Comments/Evaluator

Date

Evaluatee Signature

Date

Evaluator Signature

Additional Pages May Be Used

REQUEST FOR RESPONSE
ADVERSE CONDITIONS IN WORKING ENVIRONMENT

ARTICLE 10 – SAFETY
SECTION 10.2.1

Each unit member may report, in writing, any adverse conditions in his/her working environment. Such report shall be filed within ten (10) working days of the time the unit member might reasonably have been expected to know of the adverse working condition which is the basis of the unit member's complaint.

To: _____
From: _____
Date: _____

The unit member shall receive a written response within ten (10) working days stating what action will be taken to correct the situation or, if no action is taken, the reasons why.

The following condition(s) in my working environment need(s) to be corrected:

Written response due in ten (10) working days.

If the unsafe conditions are not corrected or a program leading to correction is not agreed to by the unit member, he/she may appeal within five (5) working days of receipt of the District response, in writing, to the Assistant Superintendent, Administrative Services, who shall issue a written response within five (5) working days after receipt. If the unit member is dissatisfied with the response issued by the Assistant Superintendent, Administrative Services, the Association may, within five (5) working days of receipt of such response, appeal the matter directly to binding arbitration pursuant to Article 3, section 3.10.

Distribution by Principal/Supervisor:

White	Immediate Supervisor/Principal
Yellow	Asst. Supt./Admin. Svcs.
Pink	Assist. Dir./ Maint. & Operation
Green	MDEA President
Golden	Employee

12/17/98

PER 01 056 10/98

Appendix G

**MT. DIABLO UNIFIED SCHOOL DISTRICT
EMPLOYEE REPORT OF ASSAULT**

Employee Name: _____ Date of Report: _____

Place of Incident: _____ Date of Incident: _____

Person(s) Perpetrating the Assault: _____

Description of Incident: _____

Law Enforcement Agency Contacted by Administrator: _____

Date Contacted: _____ Time: _____

Other Administrative Action Taken: _____

Signed: _____ Date: _____
Employee Assaulted

Signed: _____ Date: _____
Principal or Administrative Designee

White	Superintendent/Designee
Green	MDEA President
Pink	Site Administrator
Goldenrod	Employee

MT. DIABLO UNIFIED SCHOOL DISTRICT
REGISTRATION OF PERSONAL PROPERTY
FOR USE IN THE INSTRUCTIONAL PROGRAM
(MDEA Unit Members Only)

Coverage for Personal Property

MDEA unit members shall be reimbursed for loss or damage to personal property occurring in the scope of employment of the unit member under the following conditions:

- A. The loss or damage occurs through no fault of the unit member.
- B. Payment is subject to a \$10.00 deductible per occurrence.
- C. The maximum reimbursement for any one loss shall not exceed \$200.00 except for articles of personal clothing when the maximum for any one loss shall be \$400.00
- D. The deductible provision does not apply to damages to the clothing of a unit member arising from an assault upon the unit member.
- E. If a unit member files a claim for loss or damage to personally-owned equipment or teaching materials which have been brought to school, reimbursement for these articles shall be allowed under the terms of this contract provided that:
 - 1. Such articles are for use in the instructional program.
 - 2. Prior written approval for use of such articles at school is obtained the school administrator.
 - 3. The value of such articles is agreed upon by the unit member and the site administrator prior to its use at school and is recorded in writing.
- F. In case of loss, please send a copy with an explanation letter to the Risk Management Office, Dent Center. The letter must include a signed acknowledgment by the site administrator.

Certification of MDEA Unit Member

I certify that the following personally-owned equipment and/or teaching materials are for use in the instructional program:

Type or Kind	Model and/or Make	Serial No. and/or Model	Age of Property	Original Purchase Price	Value Agreed Upon

MDEA Unit Member Signature

Date

Certification of Site Administrator

The foregoing personal property has been examined by me and the value has been agreed upon with the named employee.

Site Administrator Signature

Date

Destruction of Tires: In addition to the above, destruction of tires which occurs while the unit member's car is parked in a district parking lot shall be reimbursed up to the unit member's deductible up to \$150 per tire, to a total maximum of \$500. In order to receive this reimbursement, the unit member must immediately report the damage to a site administrator and file a police report.

White	- Site Administrator
Canary	- MDEA Unit Member
Pink	- Risk Management





**MT. DIABLO UNIFIED SCHOOL DISTRICT
SICK LEAVE DONATION FORM**
(MDEA Members Only)

DIRECTIONS: Please read carefully the information below, sign and submit to the Assistant Superintendent/Personnel Services. A copy of this form will be returned to you and a letter sent to the recipient indicating only the number of days being donated.

Employee Name _____ Date _____

School/Department _____ SS No. _____

I desire to make a donation of sick leave days and verify the following:

1. I still have thirty (30) or more days of accrued sick leave.
2. I understand that I may donate between one (1) and twenty (20) days of sick leave.
3. I understand that my donated leave becomes the permanent property of the receiving employee and will not be returned to me if unused. Furthermore, this will affect my service credit at the time of retirement.
4. I understand that days of leave, not my actual wage/salary will be donated.
5. Information relative to this donation will remain confidential.
6. I make this donation voluntarily.

Number of Days to be Donated _____
(Minimum one day—maximum 20 days)

Employee to Receive Donated Days _____

Catastrophic illness/injury falls under the following definition: "Catastrophic illness or injury means an unexpected and/or life threatening illness or injury to the employee that is expected to incapacitate the employee for an extended period of time."

Employee Signature _____ Date _____

Assistant Superintendent's Signature/Personnel _____ Date _____

Approved Disapproved

White	-	Personnel
Canary	-	Payroll
Pink	-	Donor

APPENDIX K

ADDITIONAL HIGH SCHOOL & MIDDLE SCHOOL STIPENDS

1. There shall be a pool of funds available at each high school for use at the contractual hourly rate to compensate for work beyond the school day. The allocation of these funds is to be decided at each school through a site established process which shall include one or more of the following bodies:
 - a. Faculty Senate;
 - b. Department Chairs;
 - c. Curriculum Associates; or
 - d. The entire faculty at a general faculty meeting.

The MDEA faculty representative shall have the responsibility to file a report (e.g. the process used at the site) with the District and MDEA bargaining teams annually prior to the expenditure of any such funds. The available funds shall be on the basis of the following formula:

Enrollment to 900	\$4,500
Enrollment to 1,500	\$6,000
Enrollment to 2,000	\$7,500
Enrollment to 2,500	\$9,000

2. Additionally, high schools and middle schools shall receive \$4,500 to fund positions. The positions to be funded are a site decision, which shall provide for the decision to be made by a body such as Faculty Senate, Department Chairs, Curriculum Associates or the entire faculty at a general faculty meeting. Unit members shall be given the first opportunity to accept these positions. The choices include:

Conflict manager
Leadership class and associated duties
Coordination of teaching assistants
Noon league supervision
Similar activities

CERTIFICATED TEACHING PERSONNEL

Duties and Responsibilities of Classroom Teachers

Classroom Teachers shall be evaluated by the site administrator or his/her designee on the basis of how their performance conforms to the California Standards for the Teaching Profession.

Classroom Teachers assigned to multiple sites shall be evaluated by a site administrator assigned by the appropriate Assistant Superintendent or his/her designee.

Alternatively, qualified first year teachers may be evaluated by a coach from the Peer Assistance and Review Program.

The duties and responsibilities of Classroom Teachers are as follows:

1. to establish, in cooperation with the principal or his/her designee (or designated by the collective bargaining agreement), goals and objectives consistent with the evaluation article of the collective bargaining agreement.
2. comply with all laws and regulations of the State of California, policy and rules of the Mt. Diablo Unified School District Board of Education, and terms and conditions of the collective bargaining agreement, which include but are not limited to the following:
 - a. being present on campus during contractually designated time;
 - b. attending job-related meetings and activities;
 - c. submitting accurate forms, reports and other required documents;
 - d. complying with mandatory child abuse reporting laws;
 - e. adhering to State adopted curriculum and standards.
3. while on a site is responsible to the site administrator for the care, control, and instruction of the students in his/her charge.
4. to report promptly to the principal (or an individual designated by the principal) any serious accident or illness affecting students.
5. to respect the individuality of the children.
6. to maintain conditions and practices in the classrooms which positively affect the physical and mental health of the children.
7. to report promptly to the principal (or individual designated by principal) any factors which prevent the full exercise of duties and responsibilities.

8. to keep abreast of current innovative educational practices and curriculum trends so as to be in a position to participate in policy-making processes and curriculum revision.
9. to enforce all rules governing the conduct of pupils as may be prescribed by the Superintendent and the Board of Education, as well as those developed cooperatively by the Principal and the faculty, not in conflict with the Board of Education policy.
10. to work cooperatively with employees of the District and with the community.
11. provide and maintain adequate lesson plans and instructions for substitute teachers.
12. to perform those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the Board of Education

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CERTIFICATED TEACHING PERSONNEL

Duties and Responsibilities of Elementary Physical Education (P.E.) Teachers

Elementary Physical Education Teachers are responsible to the District Program Administrator in administrative and instructional matters falling within the 4th and 5th grade elementary P.E. preparation program. Elementary Physical Education Teachers shall be evaluated by a site administrator as assigned by the appropriate Assistant Superintendent or his/her designee on the basis of how their performance conforms to the California Standards for the Teaching Profession.

Alternatively, qualified first year teachers may be evaluated by a coach from the Peer Assistance and Review Program.

The duties and responsibilities of Elementary P.E. Teachers are as follows:

1. to establish, in cooperation with the principal or his/her designee (or designated by the collective bargaining agreement), goals and objectives consistent with the evaluation article of the collective bargaining agreement.
2. comply with all laws and regulations of the State of California, policies and rules of the Mt. Diablo Unified School District Board of Education, and terms and conditions of the collective bargaining agreement, which include but are not limited to the following:
 - a. being present on campus during contractually designated time;
 - b. attending job-related meetings and activities;
 - c. submitting accurate forms, reports and other required documents;
 - d. complying with mandatory child abuse reporting laws;
 - e. adhering to State adopted curriculum and standards.
3. to act as an advocate, resource person, and facilitator of physical education activities in the school and in the community.
4. to develop and direct a physical education program in the schools served.
5. to act as a resource person to the classroom teacher with regards to improving the teaching of classroom physical education.
6. to administer mandated tests related to physical education when directed to do so.
7. to work with the students' classroom teachers to determine each student's physical education program on an "Outstanding," "Satisfactory" and "Needs Improvement" scale.
8. while on a school site, Elementary P.E. Teachers are responsible to the school principal for the care, control, and instruction of the students in their charge.

9. to report promptly to the principal (or an individual designated by the principal) any accident or illness affecting students.
10. to respect the individuality of the children.
11. to maintain educational conditions and practices on the playing field, gymnasium, blacktop, classroom, etc. to ensure student safety and which positively affects the physical and mental health of the children.
12. to report promptly to the principal (or individual designated by principal) any factors which prevent the full exercise of duties and responsibilities.
13. to keep abreast of current innovative educational practices and curriculum trends related to physical education so as to be in a position to participate in policy-making processes and curriculum revision.
14. to enforce all rules governing the conduct of pupils as may be prescribed by the Superintendent and the Board of Education, as well as those developed cooperatively by the Principal and the faculty, not in conflict with the Board of Education policy.
15. to work cooperatively with employees of the District and with the community.
16. provide and maintain adequate lesson plans and instructions for substitute teachers.
17. to perform those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the Board of Education.

2/13/01

F/JD/PE Tchr

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CERTIFICATED TEACHING PERSONNEL**Duties and Responsibilities of Elementary School Librarians**

Elementary School Librarians are responsible to the Director of K-12 Curriculum and Instruction for administrative and instructional matters. Elementary School Librarians assigned to a single site shall be evaluated by the site administrator or his/her designee on the basis of how their performance conforms to the California Standards for the Teaching Profession.

Elementary School Librarians assigned to multiple sites shall be evaluated by a site administrator assigned by the appropriate Assistant Superintendent or his/her designee.

Alternatively, qualified first year librarians may be evaluated by a coach from the Peer Assistance and Review Program.

The duties and responsibilities of Elementary School Librarians are as follows:

1. to establish, in cooperation with the Director of K-12 Curriculum and Instruction or his/her designee (or designated by the collective bargaining agreement), goals and objectives consistent with the evaluation article of the collective bargaining agreement.
2. comply with all laws and regulations of the State of California, policy and rules of the Mt. Diablo Unified School District Board of Education, and terms and conditions of the collective bargaining agreement, which include but are not limited to the following:
 - a. being present on campus during contractually designated time;
 - b. attending job-related meetings and activities;
 - c. submitting accurate forms, reports and other required documents;
 - d. complying with mandatory child abuse reporting laws;
 - e. adhering to State adopted curriculum and standards.
3. to plan and carry out the school library program within the philosophy of the District's Library/Media Services Program.
4. to report promptly to the principal (or an individual designated by the principal) any serious accident or illness affecting students.

6. to be an active member of the school's faculty, a member of the teaching team.
7. to have knowledge and understanding of the curriculum and educational goals of the District and of the school to which the librarian is assigned.
8. to understand the need for sequence and articulation at the different levels of instruction and make provisions for this need with faculty and feeder school librarians.
9. to participate in school curriculum planning.
10. to interpret the library program and its needs to both administrators and teachers.
11. to keep abreast of professional innovations in the field of librarianship and to implement changes in library program as necessary for the improvement of the educational program.
12. to maintain (within budget limitations) a well-rounded collection of materials in the areas of curriculum, reference and current student interests.
13. to promote the use of books and other instructional materials in curriculum-related activities and provide a circulation system which makes them easily available to students and teachers.
14. to create an atmosphere which will encourage investigation and enjoyment in reading and learning.
15. to supervise library personnel, formulate and manage a library budget, plan, organize and supervise the library facility.
16. to coordinate the use of the library by classes for orientation in library and research skills, and other presentations as mutually agreed upon by teachers and librarians.
17. to provide a program of instruction to staff and student assistants.
18. to assist teachers in selecting and using instructional materials.

19. to attend job-related meetings and activities specified by the Principal, and/or the Program Administrator, Library/Media Services.
20. to perform those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the Board of Education.

2/13/01

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CERTIFICATED TEACHING PERSONNEL**Duties and Responsibilities of School Nurse**

The School Nurse is responsible to the Director of Student Services or his/her designee in administrative, instructional and philosophical matters falling within the District Health Program. It is the responsibility of the Nurse to carry out the District's Health Program in the schools(s) served under the supervision of the Principal(s).

School Nurses shall be evaluated by the Director of Student Services or his/her designee in accordance with evaluation of their performance in relation to the Standards adopted between the District and Association.

The duties and responsibilities of the School Nurse are as follows:

1. to establish, in cooperation with the Director of Student Services or his/her designee (or designated by the collective bargaining agreement), goals and objectives consistent with the evaluation article of the collective bargaining agreement.
2. comply with all laws and regulations of the State of California, policy and rules of the Mt. Diablo Unified School District Board of Education, and terms and conditions of the collective bargaining agreement, which include but are not limited to the following:
 - a. being present on campus during contractually designated time;
 - b. attending job-related meetings and activities;
 - c. submitting accurate forms, reports and other required documents;
 - d. complying with mandatory child abuse reporting laws;
 - e. adhering to State adopted curriculum and standards.
3. while on a site is responsible to the site administrator for the care, control, and instruction of the students in his/her charge.
4. to report promptly to the principal (or an individual designated by the principal) any serious accident or illness affecting students.
5. to conduct vision screening with all kindergarten, 2nd grade, 5th grade, 8th and 10th grade students and with other students receiving special education services.
6. to conduct hearing screening with all kindergarten, 2nd grade, 5th grade, 8th and 10th grade students and with other students receiving special education services.
7. to conduct scoliosis screening with all 7th grade girls and 8th grade boys.
8. to refer students who meet vision, hearing and scoliosis referral criteria and to conduct follow-up action on referrals.

9. to review all student immunizations for compliance as required by state law for entrance in California Public Schools and follow up in cases of non-compliance.
10. to review all first grade student physical examinations for compliance as required by the Child Health and Disability Prevention Program and follow up in cases of non-compliance.
11. to complete health assessments for referred general education students and students being evaluated and/or re-evaluated for special education who have suspected or actual health related concerns.
12. to train and supervise district staff or contracted personnel who perform Specialized Health Care Procedures with students requiring such services.
13. to provide information and lead staff development activities on health-related matters in the school setting (e.g. communicable disease, medication administration, etc.).
14. to consult with families, staff and health care providers regarding students receiving health care and to monitor students as appropriate.
15. to attend job-related meetings and activities specified by the Director.
16. to perform those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the Board of Education.
17. to strengthen the educational process through improvement of the health status of students.
18. to evaluate and interpret (to student, parents, school personnel) the health and development status of the pupil.
19. to identify and follow up on chronic, acute, or latent health problems which may impair the learning process.
20. to recommend to the appropriate school personnel needed modification in the educational program.
21. to hold conferences with teachers or other school personnel at least once a year or as the need arises within the school year to review health information of students and to make plans for appropriate action.
22. to assist in planning for emergency care for illness or injury of pupil(s) on school premises.
23. to assist in the coordination of the school and community health programs.
24. to promote a healthful and safe school environment by reporting to the administrator any condition of health and/or sanitation that may need correction.

25. to supervise the keeping of statistics and health records of pupils on such forms as are approved by the District.

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Duties and Responsibilities of Speech, Hearing, and Language Specialist

Speech Pathologists shall be evaluated by an administrator designated by the Assistant Superintendent for Special Education in accordance with evaluation of their performance in relation to the Standards adopted between the District and the Association.

Alternatively, qualified first year teachers may be evaluated by a coach from the Peer Assistance and Review Program.

The duties and responsibilities of Speech, Hearing, and Language Pathologists are as follows:

to establish, in cooperation with his/her evaluator (or designated by the collective bargaining agreement), goals and objectives consistent with the evaluation article of the collective bargaining agreement.

comply with all laws and regulations of the State of California, policy and rules of the Mt. Diablo Unified School District Board of Education, and terms and conditions of the collective bargaining agreement, which include but are not limited to the following:

being present on campus during contractually designated time;
attending job-related meetings and activities;
submitting accurate forms, reports and other required documents;
complying with mandatory child abuse reporting laws;
adhering to State adopted curriculum and standards.

3. while on a site is responsible to the Site Administrator for the care, control, and instruction of the students in his/her charge.
4. to report promptly to the Principal (or an individual designated by the Principal) any serious accident or illness affecting students.
5. to be knowledgeable about augmentative communication tools and consult with parents and teacher regarding their use, as needed.
6. to cooperatively participate as part of a multi-disciplinary team in assessing and planning appropriate educational program adjustments for children having exceptional needs.
7. to administer and interpret formal and informal tests on referred children having known or suspected speech, hearing and/or language disorders.
8. to report and interpret findings in oral and written forms.
9. to design and facilitate an appropriate program of speech therapy to help remediate language disorders, speech disorders, and the communicative effects of impaired hearing according to results of assessment(s) as recorded in IEP and in compliance with Federal and State Regulations.

10. to schedule consultation conferences with parents, teachers, and others to improve their understanding of children having speech, language or hearing disorders.
11. to refer students to other personnel or agencies for further study, diagnosis, or therapy, when necessary.
12. to keep accurate and up-to-date student records – attendance, assessments, care histories, progress reports/Individualized Education Programs (IEPs), evaluation, caseload rosters, and others that may be administratively required.
13. to attend IEP Team meetings, as needed.
14. to attend job-related meetings and activities specified by the appropriate District Administrator, Special Education Administrator or the Principal of the school.
15. to perform those non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the Board of Education.

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SpchHrgLangPath

CERTIFICATED TEACHING PERSONNEL

Duties and Responsibilities of Inclusion Facilitators for Special Education

The Inclusion Facilitators are responsible to the Special Education Administrator for Special Day Classes and Centers. Evaluations of these teachers will be the responsibility of the special education administrators. While in a school building, Inclusion Facilitators are responsible to the principal for the program implementation of their included students at that site.

The duties and responsibilities of Inclusion Facilitators are as follows:

1. to establish, in cooperation with his/her evaluator (or designated by the collective bargaining agreement), goals and objectives consistent with the evaluation article of the collective bargaining agreement.
2. comply with all laws and regulations of the State of California, policy and rules of the Mt. Diablo Unified School District Board of Education, and terms and conditions of the collective bargaining agreement, which include but are not limited to the following:
 - a. being present on campus during contractually designated time;
 - b. attending job-related meetings and activities;
 - c. submitting accurate forms, reports and other required documents;
 - d. complying with mandatory child abuse reporting laws;
 - e. adhering to State adopted curriculum and standards.
3. while on a site is responsible to the site administrator for the care, control, and instruction of the students in his/her charge.
4. to report promptly to the principal (or an individual designated by the principal) any serious accident or illness affecting students.
5. to facilitate the implementation of the student's Individualized Education Program (IEP).
6. to assist the teacher in maintaining a classroom environment conducive to the attainment of an individual student's IEP goals and objectives.
7. to report promptly to the principal and appropriate administrator or his/her designee any job-related factors which prevent the full exercise of duties and responsibilities.
8. to consult with, and advise, the classroom teacher and assistant regarding modifications of curriculum and instruction for inclusion students.

9. to assist and train the Special Education Instructional Assistant in completing assigned tasks in collaboration with the classroom teacher.
10. to assist the classroom teacher in providing appropriate materials and curriculum adaptations for use in the classroom for inclusion students.
11. to serve as the case manager for inclusion students, including maintaining appropriate records.
12. to coordinate and participate in annual reviews and three year re-evaluations for each student on the caseload.
13. to assist the classroom teacher in communicating with parents and the appropriate personnel in the implementation of the IEP for inclusion students.
14. to be knowledgeable about current educational practices and curriculum trends so as to be in a position to participate in policy-making processes and curriculum revision.
15. to be knowledgeable about current behavior management strategies and consult with the classroom teacher and assistant, as needed, regarding behavior.
16. to be knowledgeable about alternative and assistive technology tools and to consult with the classroom teacher and assistant, as needed, regarding the use of assistive technology.
17. to facilitate communication among members of the IEP team and to be available for conferences as is needed.
18. to attend job-related meetings and activities specified by the appropriate Special Education Administrator.
19. to perform those job-related non-instructional duties and responsibilities, including supervisory and advisory duties, as may be prescribed by the Board of Education.

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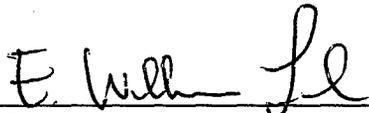
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MT. DIABLO EDUCATION ASSOCIATION

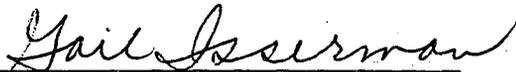
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July 1, 2001 - June 30, 2004

SIGNATURES

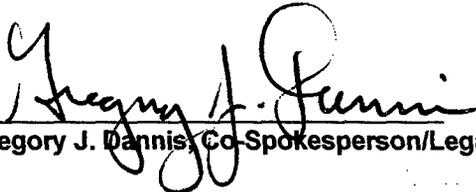
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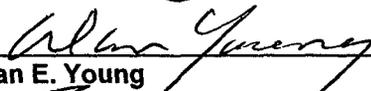
William Leal, President
Board of Education



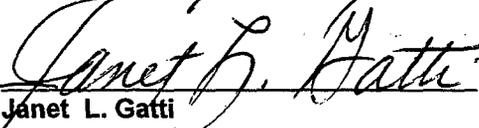
Gail Isserman/Co-Spokesperson



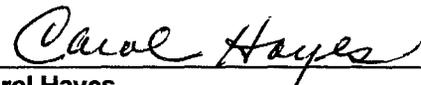
Gregory J. Dannis, Co-Spokesperson/Legal Counsel



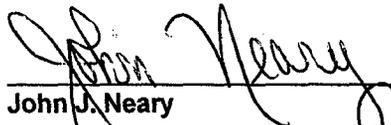
Alan E. Young



Janet L. Gatti



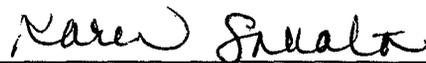
Carol Hayes



John J. Neary

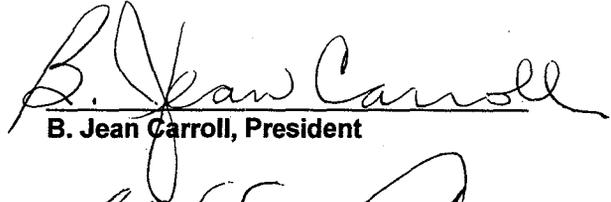


Richard Rubino



Karen Sakata

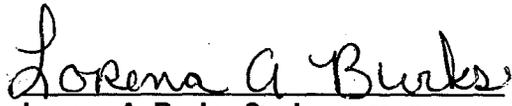
MT. DIABLO EDUCATION ASSOCIATION



B. Jean Carroll, President



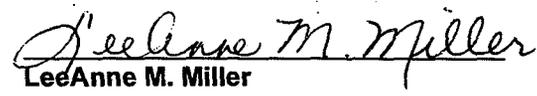
Gail Van Tassell, Vice President



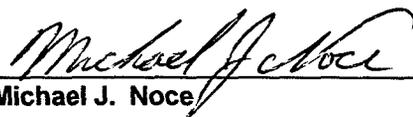
Lorena A. Burks, Spokesperson



Lars N. Ekdahl, Chairperson



LeeAnne M. Miller



Michael J. Noce



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