

# CONTRACTUAL AGREEMENT

July 1, 2024 through June 30, 2025



between

MT. DIABLO UNIFIED SCHOOL DISTRICT

and

MDEA/CTA/NEA

Mt. Diablo Education Association

California Teachers Association

National Education Association

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## **ARTICLE 1**

### **Agreement - General Terms**

#### **1.1 Agreement**

1.1.1 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 spouse, parent, sibling, child, child-in-law, sibling-in-law of the employee or the employee's spouse; grandchild of the employee or of the employee's spouse; grandparent of the employee or of the employee's spouse; parent's sibling of the employee or of the employee's spouse; sibling's child 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, library media teachers, 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 (Transitional Kindergarten-12)
  - 1.3.3.3 Library Media Teachers
  - 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
  - 1.3.3.14 Home and Hospital Teachers
  - 1.3.3.15 School Counselors
  - 1.3.3.16 Enrichment & Support Teachers
  - 1.3.3.17 Intervention & Instructional Support Teachers
  - 1.3.3.18 Coach/ Specialist Teachers
  - 1.3.3.19 Full Inclusion Specialists
  - 1.3.3.20 Assistive Technology Specialists
  - 1.3.3.21 Augmentative and Alternative Communication Coach
  - 1.3.3.22 Adaptive P.E. Teachers
  - 1.3.3.23 Instrumental Music Teachers
  - 1.3.3.24 Vocal Music Teachers
  - 1.3.3.25 EL Support Teachers
  - 1.3.3.26 Teachers of Visually Impaired
  - 1.3.3.27 Preschool Teachers
  - 1.3.3.28 Dual Language Teachers
  - 1.3.3.29 Workability Program Teachers

#### **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 Employee 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, 2025.

**1.8 Successor Negotiations**

- 1.8.1 Successor Negotiation - The Association and the District shall present proposals for a Successor Agreement no later than January 1, 2025.
- 1.8.2 The Parties agree to meet and negotiate for at least three (3) full six (6) hour days during the month of January 2025.

**1.9 Production and Distribution of Agreement:** The parties shall share the cost of producing and distributing the Agreement as follows:

- 1.9.1 The District shall be responsible for the printing of the Agreement. MDEA will distribute the Agreement to its unit members.
- 1.9.2 The District will distribute the Agreement to all administrators.

## ARTICLE 2

### ORGANIZATIONAL SECURITY / ASSOCIATION RIGHTS

#### 2.1 New Bargaining Unit Member Information

2.1.1 a) The District shall provide MDEA with information pertaining to newly hired employees in the bargaining unit within thirty (30) days of the hire date. The information will be provided to MDEA electronically via a mutually agreeable secure File Transfer Protocol (FTP) site or service or its equivalent. This contact information shall include the following items:

1. Employee first and last name
2. Job title
3. Department and work location
4. \*Home and Cell telephone numbers
5. \*Personal e-mail address
6. \*Home address
7. Employee ID number
8. Hire date
9. Full-time Equivalent (FTE) status
10. Employment Status (Probationary, Permanent, Temp, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or University Internship, etc.)
12. Work telephone number

\*Pursuant to Government Code section 6254.3(c) or as otherwise provided by law, the District is not obligated to provide this information for employees who have submitted written requests prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address.

This information shall be provided to MDEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired on any particular month, the District shall send an e-mail to MDEA confirming they did not hire any new staff that month.

b) Periodic Update of Contact Information: The District shall provide MDEA with information pertaining to all employees in the

bargaining unit on or about the last working day September, January, and May. The information will be provided to MDEA electronically via a mutually agreeable secure (FTP) site or service or its equivalent. This contact information shall include the following items:

1. Employee first and last name
2. Job title
3. Department and work location
4. \*Home and Cell telephone numbers
5. \*Personal e-mail address
6. \*Home address
7. Employee ID number
8. Hire date
9. Full-time Equivalent (FTE) status
10. Employment Status (Probationary, Permanent, Temp, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional internship Permit "PIP" or University Internship, etc.)
12. Work telephone number

\*Pursuant to Government Code section 6254.3(c) or as otherwise provided by law, the District is not obligated to provide this information for employees who have submitted written requests prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address.

## **2.2 New Bargaining Unit Member Orientation for Employees Starting After the Beginning of the School Year**

- 2.2.1 The District shall inform new employees of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.
- 2.2.2 The District shall notify the MDEA President, or designee, via email no fewer than 10 days in advance of when such orientation/onboarding meetings are scheduled with the new employees, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.
- 2.2.3 New Employee Orientations: In the event the District conducts orientations with new employees after the beginning of the school year, the Association shall have up to forty-five (45) minutes of exclusive presentation time during the orientation session. Administration shall not be present during Association time, unless

the Association requests specific administrators remain present. The Association shall not be present other than during their forty-five (45) minute section, unless so requested by the District.

2.2.4 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA Staff to the Association portion of new bargaining unit member orientations/onboarding meetings, and will have access to existing District audio/visual equipment for Association presentations.

2.2.5 New Hire Information Packet: The District shall provide a physical copy or a link to a digital copy of the MDEA / MDUSD certificated collective bargaining agreement in the new employee orientation packet.

### **2.3 New Bargaining Unit Member Orientation for Employees Starting Prior to the Beginning of the School Year**

2.3.1 The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the beginning of the school year, except when no new bargaining unit members are commencing employment at the beginning of a given school year.

2.3.1.1 The Association and the District (the Parties) shall jointly plan the annual District New Staff Orientation day. The agenda for the New Staff Orientation day shall be structured to ensure the Association is provided forty-five (45) minutes of access to newly hired MDEA bargaining unit members in groups of 30 or fewer. If there are more than 30 newly hired MDEA bargaining unit members present at the New Teacher orientation day they will be separated in "break-out" groups for this section of the agenda, with no break-out group having more than 30 people.

2.3.1.2 The Parties shall collaborate on how this access time will be scheduled to ensure that the Parties have an opportunity to deliver their respective orientation presentations within the time allocated for the annual New Staff Orientation day. During years when the District hires a large number of new teachers, such scheduling may require that two or more employee orientation sessions on the same topic be scheduled during the same time period, to ensure all new hires attend all orientation day sessions offered during the District's annual New Staff Orientation day.

- 2.3.2 The District shall inform new employees of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.
- 2.3.3 The MDEA President, or identified designee, shall be notified via email when the New Staff Orientation Day is scheduled. The MDEA President, or designee(s) shall be provided access to meaningfully communicate, in person, with new hires to the bargaining unit during the District's annual New Staff Orientation. This access shall comply with §2.3.1.1 and §2.3.1.2, above, and will provide the MDEA President and/or designees the opportunity to discuss the rights and obligations created by the contract and the role of the representative, and to answer new hire questions, per Gov't Code 3555. (\*\*District administration shall not be present during the Association's time, unless the Association requests specific administrator(s) remain present.)
- 2.3.4 The District shall provide written notice of the date, time and location of the District's annual New Staff Orientation day by email to the Association President and Vice President no later than ten (10) calendar days in advance of the District's annual New Staff Orientation Day. If, however, the District can demonstrate that an urgent need critical to the employer's operation that was not reasonably foreseeable impacted the District's ability to provide timely notice per §2.3.3, the Association shall be provided as much notice as possible.
- 2.3.5 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA Staff to the Association portion of New Staff Orientation Day held prior to the start of the school year and may request access to District audio/visual equipment for Association presentations.

## **2.4 Dues Deduction**

- 2.4.1 The right of payroll deduction for payment of membership dues, initiation fees and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited.
- 2.4.2 Pursuant to valid dues deduction authorization as communicated by the Association to the District, the District shall deduct one-eleventh (1/11) of such dues from the regular salary check of the unit member each month for eleven (11) months. Deductions for unit members who sign such authorization after the commencement of the school

year shall be appropriately prorated to complete payment by the end of the school year.

- 2.4.3 With respect to all sums deducted by the District pursuant to sections §2.4.1 and §2.4.2 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including their names, addresses, work locations, employee number and amount deducted, for whom such deductions have been made.

## **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 of constitutionality of this Article, per Education Code 45060 (e), (f).
- 2.5.2 The Parties shall negotiate in order to determine whether any such action or proceeding referred to in §2.5.1 shall or shall not be compromised, resisted, defended, tried or appealed in the event the defense and indemnity in §2.5.1 above is accepted.

## **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, or by facsimile. If served by the District's mail or U.S. mail, or by facsimile, 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. The



parties agree that applicable timelines commence on the day grievances or appeals delivered via facsimile are sent, provided receipt occurs during regular business hours of 8:00 A.M. and 4:30 P.M., and on District workdays as defined in §1.2.5. If a grievance/appeal is delivered by facsimile, an original, signed hard copy shall be received within three (3) days (§1.2.5) following receipt of the facsimile.

### **3.5 Presentation**

3.5.1 A unit member or their 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 their 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 their authority, they 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 their decision in writing to the grievant and their 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, they may appeal the decision in writing within ten (10) work days to the Superintendent.
- 3.9.2 The Superintendent or their designee shall investigate the grievance as fully as they deem necessary, and if deemed necessary by them shall provide for a conference with the grievant, who shall continue to have their right of representation. The Superintendent or their 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 their view of the facts and their 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 February 15th of each year, the principal/program administrator shall have requested from each unit member at a school/program, their preference for assignment for the following year. The form or electronic form for this purpose shall be mutually developed by the District and the Association.
  - 4.1.2.1 Per Ed Code 44930 (b), Permanent or Probationary teachers who do not notify the District of their intent to resign on or before June 30 are considered to be employed by the District for the subsequent school year, excluding layoffs or non-reelections.
- 4.1.3 By March 1st 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 their 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 their tentative assignment may have a conference with the principal/program administrator and may be represented at the conference by an Association representative.
- 4.1.6 There may be circumstances which result in the District's moving an SDC teacher from their current site after the first teacher workday. Although this does not constitute a transfer under the terms of this Agreement, if such a move occurs, a unit member shall receive, upon request, up to two (2) days free of responsibility for students prior to the assumption of the changed assignment and assistance in moving teaching supplies and materials, within the limitations of the District personnel and equipment.
  - 4.1.6.1 Upon request, a unit member may forgo the two (2) days provided in §4.1.6 above, and instead utilize their own time to move teaching supplies and materials to the new site. In such a case, the unit member shall be compensated for up to two (2) days (up to 8 hours per day) spent in such activity at the "Certificated Hourly Rate" set forth in §14.5.1.1 of this

Agreement. The unit member shall be responsible for documenting their time and submitting such documentation to the Executive Director, Human Resources/designee prior to receiving this hourly compensation.

4.1.7 When a general education classroom teacher is required to move, or the District initiates the move, to a different classroom at the same site, they will be provided a day free of responsibilities for students to facilitate moving teaching supplies and materials. The District shall provide assistance within the limitation of the District personnel and equipment.

4.1.7.1 Upon request, a unit member may forgo the one (1) student-free day provided in §4.1.7 above, and instead utilize their own time to move teaching supplies and materials to the new classroom. In such a case, the unit member shall be compensated for up to one (1) day (up to 8 hours) spent in such activity at the "Certificated Hourly Rate" set forth in §14.5.1.1 of this Agreement. The Unit member shall be responsible for documenting their time and submitting such documentation to the Chief/Director, Human Resources/designee prior to receiving this hourly compensation.

## **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, non-reelection, or a newly created position.
- 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 facilitate subsequent year staffing as summarized below.)

- |          |   |
|----------|---|
| January  | Letters or emails sent to unit members on leave of absence requesting clarification of leave intention for the coming school year.<br><br>Letters sent to all unit members informing them of the process and timelines for requesting a leave of absence for the coming school year, or for the spring semester of the current school year.<br><br>Job Share and Willie Brown Informational Meeting held if positions are available or being added.   |
| February | Unit members on leaves of absence must submit their status update for the coming school year no later than February 15.<br><br>Job Share applications and Willie Brown applications are due to Human Resources by February 15.<br><br>Assignment Preference Forms must be distributed to unit members by administrators no later than February 15.<br><br>Job share applicants and Willie Brown applicants must be notified by February 28 if their application is being accepted for the coming school year. |

- March Tentative assignments must be given to unit members by March 1.  
 Notification of involuntary transfers by March 1.  
 Preview of known vacancies for involuntary transfers (involuntary transfers shall have at least five days to review the vacancy list.)  
 Involuntary transfers to attend meeting to choose a new position for the coming school year in order of District seniority.
- April By April 1, each Office Manager and MDEA 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.  
 All Voluntary Transfer interviews and acceptance offers must be completed by April 15, per §5.4.3 - §5.4.6
- April 10-15 Addendum posting (previous week if dates fall during Spring Break).
- April 15 Deadline to submit Leave of Absence request for the coming school year.

Last contractual work day	Final date for filing Summer Voluntary Transfer Interest Form.
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 site.
Fifteen work days before the first student day	Last date for voluntary transferees to be considered if they filed a Summer Voluntary Transfer Interest Form

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, where multiple employees have the same seniority date, shall be determined in the following manner:

5.3.1.1 By November 1 each year the Parties will meet to establish the "Yearly Random Alphabet" which shall be the 26 letters of the alphabet, drawn at random, alternating MDEA then MDUSD. The District shall publish the Yearly Random Alphabet to all bargaining unit members by November 2 each year.

5.3.1.2 For employees first rendering paid probationary service on the same day, seniority shall be determined by last name using the Yearly Random Alphabet. For last names beginning with the same letter, alphabetical order according to the regular Latin alphabet, beginning at the second letter, will be used.

5.3.1.3 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.

5.3.1.4 The seniority list shall be prepared no later than February 15 of each year. Copies shall be sent to each school and to the Association.

5.3.1.5 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.

5.4.2.1.1 Subject(s), grade level(s), credential requirement(s), 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 they are 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, they forfeit the right for consideration for the unfilled position. After April 15, current employees are not guaranteed an interview.

- 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 Executive Director, Human Resources, within three (3) work days of receipt of the statement of reasons. Thereafter, the Executive Director, Director, or Chief of Human Resources, 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 April 15 provided they complete and file in the Human Resources Office a Summer Voluntary Transfer Interest Form no later than the last day of the contractual work year. 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 Summer Voluntary Transfer Interest Form must provide a phone number/email address between the last contractual work day and fifteen (15) working days prior to the first (1st) student day.
- 5.4.9 Members who have filed in accord with this section shall be notified by phone or email of appropriate vacancies.

## **5.5 General Procedures for Involuntary Transfer**

- 5.5.1 Unless otherwise stated in §5.6 and §5.7, the following procedures shall be followed:
- 5.5.2 Involuntary transfers may be initiated for any of the following reasons:
  - 5.5.2.1 School closure or program reduction, boundary change or grade level reorganization between more than one site.
  - 5.5.2.2 Excess staff due to decline in enrollment.
  - 5.5.2.3 Program needs of a school, or program.
  - 5.5.2.4 Decline in special education students at a school site.

- 5.5.2.5 To avoid workplace disruption. Transfer for workplace disruption shall be for just cause.
  - 5.5.2.5.1 §5.5.3, §5.5.4, §5.5.9, §5.5.11 and §5.5.12 do not apply to §5.5.2.5.
- 5.5.3 Selection for involuntary transfer shall be in reverse order of district seniority.
- 5.5.4 The only exceptions to reverse order of district seniority are as follows:
  - 5.5.4.1 First year probationary unit members who worked at least 50% of their first year shall not be considered for involuntary transfer for their second year, 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.
    - 5.5.4.1.1 If circumstances arise which result in an involuntary transfer after the first teacher workday, a first year probationary bargaining unit member may be involuntarily transferred if they have not yet had their first formal observation.
  - 5.5.4.2 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.
  - 5.5.4.3 In such cases, the next least senior teacher would be selected.
- 5.5.5 Prior to any general announcement, direct supervisors shall make every attempt to schedule and hold a discussion or meeting in private (or, upon the bargaining unit member's request, with a union representative present) with unit members so identified to inform them that they are subject to involuntary transfer.
- 5.5.6 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 March 1.
- 5.5.7 If the transferee is not satisfied with the reasons, they may file a grievance at Step 2 within ten (10) work days of receipt of the notice.
- 5.5.8 There may be circumstances which result in an involuntary transfer after the first teacher workday. If a unit member is involuntarily transferred after the first teacher workday, they shall receive, upon request, up to two (2) days 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.

5.5.8.1 Upon request, a unit member may forgo the two (2) days provided in §5.5.8 above, and instead utilize their own time to move teaching supplies and materials to the new site/program. In such a case, the unit member shall be compensated for up to two (2) days (up to 8 hours per day) spent in such activity at the "Certificated Hourly Rate" set forth in §14.5.1.1 of this Agreement. The unit member shall be responsible for documenting their time and submitting such documentation to the Director, Human Resources/designee prior to receiving this hourly compensation.

5.5.9 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.

5.5.10 In meeting program needs a unit member will be required to render only a service for which the unit member is qualified.

5.5.11 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 they are qualified. Once an involuntary transferee accepts a position on either posting they may only accept another position through the voluntary transfer procedure.

5.5.12 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.

5.5.13 If a unit member covered by this section is transferred involuntarily or, pursuant to §5.5.9 upon request, they shall receive up to two (2) days free of responsibility for students prior to the assumption of the new assignment and assistance in moving teaching supplies and materials, within the limitation of the District personnel and equipment.

5.5.13.1 Upon request, a unit member may forgo the two (2) days provided in §5.5.13 above, and instead utilize their own time to move teaching supplies and materials to the new site. In such a case, the unit member shall be compensated for up to two (2) days (up to 8 hours per day) spent in such activity at the "Certificated Hourly Rate" set forth in §14.5.1.1 of this Agreement. The unit member shall be responsible for documenting their time and submitting such documentation to the Executive Director, Human Resources/designee prior to receiving this hourly compensation.

- 5.5.14 Before adding an individual to the involuntary transfer list, the District will consider all known positions at the site including those for which no specific credential is required and are usually approved by the Committee on Assignment.
- 5.5.15 Prior to the Involuntary Transfer Meeting, HR staff will meet with MDEA Leadership to review the list of available openings to clarify credential requirements and to review the list of transferees and available openings.
- 5.5.16 Involuntary Transfer Meetings(s) will be scheduled in such a way as to allow one (1) hour of meeting time for each ten (10) transferees. If there are more than twenty (20) transferees, a second meeting will be scheduled. If there are more than thirty (30) transferees, a third meeting will be scheduled. Each involuntary transferee will only be required to attend one (1) meeting based on their position on the list. If Involuntary Transfer Meeting(s) happen during the school day, a substitute shall be provided by the District, if sub coverage is necessary. If Involuntary Transfer Meeting(s) happen after site time, bargaining unit members shall be paid at the certificated hourly rate for the entirety of the time they spend at the meeting.
- 5.5.17 Once an involuntary transferee accepts a position, the grade level assignment or course assignments shall not be changed, without consent of the transferee for a period of at least one school year. The position will remain the same absent of extraordinary circumstances, such as changes in enrollment.
- 5.5.19 No member will have the option to “pass” on choosing a new assignment. If there is a position on the list for which they are qualified, each transferee must either select a position, apply for an unpaid opportunity leave, or resign their position.
- 5.5.20 When involuntary transferees are offered a position, for which they qualify, they must either:
  - 5.5.20.1 accept the position
  - 5.5.20.2 receive, upon request, an unpaid opportunity leave for one year; or
  - 5.5.20.3 resign their position with the District.
- 5.5.21 If no appropriate full-time position (or partial FTE equivalent if the bargaining unit member is part time) is available anywhere in the district, and an individual has greater FTE than all part-time positions that are available anywhere in the district, they will be offered the position at their current FTE with the provision that they will be assigned other duties (such as substitute teaching) to fill their FTE.

- 5.5.22 The District will explain to each involuntary transferee that if there is no appropriate position to offer a transferee, they will be unassigned and placed in a substitute pool until a position becomes available as per §5.11.
- 5.5.23 No bargaining unit member shall be involuntarily transferred into a regular classroom teaching (non-prep) 6<sup>th</sup>, 7<sup>th</sup>, or 8<sup>th</sup> grade position at the Holbrook Language Academy.

## **5.6 Involuntary Transfer of Staff Members Assigned to a Program**

- 5.6.1 For purposes of this section programs are as follows:

- Nurses
- ELD Support Teachers
- Elementary Music Teachers
- Library Media Teachers
- Language, Speech, & Hearing (Audiology) Specialists
- Reading Specialists
- Resource Specialists (RSP)
- Special Day Class teachers (SDC)
- School Counselors
- Enrichment and Support Teachers

- 5.6.2 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.
- 5.6.3 Any staffing changes affecting these programs will be accomplished so as to minimize the program disruption.
- 5.6.4 If a unit member covered by this section is transferred involuntarily or has their assignment within the program changed involuntarily, upon request, they shall receive assistance in moving professional supplies and materials within the limitations of district personnel and equipment, and they shall receive up to two (2) days free of responsibility for students prior to the assumption of the new assignment or may receive pay per §5.5.13.1.

## **5.7 Transfer Procedures for Teachers on Special Assignment (TOSA)**

- 5.7.1 TOSAs 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.
- 5.7.2 TOSA staff assigned to a program may not be involuntarily transferred to a TOSA position within another program.
- 5.7.3 No teacher will be involuntarily transferred to a TOSA position.
- 5.7.4 TOSA positions are exempt from being selected as a position by an

involuntary transferee during the process outlined in §5.5.11. However, involuntary transferees may apply for an open TOSA position through the voluntary transfer process.

## **5.8 Use of Ad Hoc Committee**

- 5.8.1 A unit member who has been designated for involuntary transfer per §5.5.4.2 (i.e. other than reverse order of seniority), may ask that an ad hoc committee be formed to review their involuntary transfer. The process shall be as follows:
  - 5.8.1.1 The unit member must submit their written request for review no later than five (5) working days after the notification of transfer, unless circumstances prevent it.
  - 5.8.1.2 The principal/program administrator shall appoint two (2) members to the committee; but, may not include themself.
  - 5.8.1.3 The unit member shall appoint two (2) members. These members must be from the same faculty or program; but, may not include themself.
  - 5.8.1.4 All four (4) appointments shall be made within five (5) work days of the request.
  - 5.8.1.5 The fifth member shall be mutually agreed upon by the four (4) other team members.
  - 5.8.1.6 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.
  - 5.8.1.7 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.
  - 5.8.1.8 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.
  - 5.8.1.9 The time in which to initiate a formal grievance shall run from the date of presentation of the ad hoc committee's recommendations.
  - 5.8.1.10 In order to maximize their options the unit member should simultaneously pursue their rights in §5.5.11 and §5.5.12. This is done without prejudice to the work of the ad hoc committee.

## **5.9 Protection from Further Involuntary Transfer**

- 5.9.1 Unless otherwise stated, an involuntary transferee shall not be subject to further involuntary transfer for the three (3) school years following the transfer.
- 5.9.2 A transferee shall not be provided this protection if there is not a position available at their school for which they are qualified or legally authorized to serve.
- 5.9.3 If a unit member designated for transfer switches with another unit member, per §5.15.1, the newly identified involuntary transferee shall have the established transfer protection right. The original designee shall not have transfer protection rights.

## **5.10 Return Rights**

- 5.10.1 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.
  - 5.10.1.1 The vacancy must be in a position for which they are qualified.
  - 5.10.1.2 If there is more than one unit member eligible to return the most senior shall be given the first priority to return.
  - 5.10.1.3 If a unit member returns the unit member shall not be entitled to the transfer protection rights.
- 5.10.2 Any unit member who is involuntarily transferred shall have first priority, for the next school year only, to return to the school from which they were transferred. This return shall be in accordance with §5.10.1.2.
  - 5.10.2.1 The District will provide this opportunity to the involuntary transferee up to fifteen (15) working days before the first student day.
  - 5.10.2.2 An employee who voluntarily returns to their previous school (per §5.10.2 above) shall retain the remaining two (2) years of protection.
- 5.10.3 An employee who accepts a voluntary transfer (other than returning to the school from which they were involuntarily transferred) forfeits their transfer protection rights.

## **5.11 Involuntary Transferee Not Placed in a Permanent Assignment**

- 5.11.1 An involuntarily transferred unit member who the district has been unable to assign shall be assigned as a substitute.
- 5.11.2 They shall have all rights and benefits continue as if they were assigned to a permanent position.
- 5.11.3 Such unit members 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 they are qualified.

- 5.11.4 If, at any time, a vacancy occurs at an unassigned bargaining unit member's most previous site, for which they are qualified, they shall be offered that position, regardless of seniority in relation to other unassigned bargaining unit members. This return shall be in accordance with §5.10.1.2.
- 5.11.5 Protection from further involuntary transfer as provided in §5.9 shall begin with assignment to the permanent position.

## **5.12 Changes in School Attendance Boundaries, or Grade Level Reorganization Between More Than One Site**

- 5.12.1 For any action which results in the reassignment of students from one site to another site (i.e., changes in attendance boundaries, grade level reorganization), unit members will be notified within 15 working days of the Board's decision and the following procedures shall apply:
  - 5.12.1.1 Insofar as possible, the same proportion of unit members as students will be transferred to those schools receiving transferred students.
  - 5.12.1.2 After voluntary transfers, should the need still exist for involuntary transfers, the least senior person at the site will be involuntarily transferred. Prior to designating a person to be involuntarily transferred, there will be a review of credentials and qualifications.
  - 5.12.1.3 Unit members subject to involuntary transfer due to boundary changes or grade level reorganization between more than one site shall be so notified in writing no later than March 1.
  - 5.12.1.4 No unit member at the school receiving transferred students will be transferred to accommodate unit members from the school losing students.
  - 5.12.1.5 All positions made available by the reorganization of a school/site will be posted in the school/site affected for no less than ten (10) work days. Interviews for posted positions may commence from the initial posting date.
  - 5.12.1.6 Unit members to be transferred are to initiate a meeting with the principal to review any position(s) for which the unit member is credentialed and interested in those schools receiving transferred students.
  - 5.12.1.7 When only one unit member from a school losing students is credentialed and interested in a position, the unit member will be assigned to the position.



- 5.12.1.8 When there are more unit members from one site who are interested in positions than there are positions generated by the number of students from that site, the principal shall interview and select from those unit members.
- 5.12.1.9 When there are two or more unit members from different sites who are interested in a position, the principal shall interview and select from those unit members.
- 5.12.1.10 All applicants for positions shall be notified in writing by the District within five (5) workdays of the final decision. Those not selected shall be entitled to reasons for the denial.
- 5.12.1.11 The unit member may request a review of those reasons by the Chief of Human Resources, within three (3) work days of receipt of the statement of reasons. Thereafter, the Chief of Human Resources or designee, shall convene a conference with the principal/program administrator and the unit member who may be represented at the conference by an Association representative.
- 5.12.1.12 All positions and/or unit members affected by changed attendance boundaries or grade level reorganization between more than one site which have not been assigned by March 1 shall be subject to the procedures for voluntary and involuntary transfer as contained in this agreement.

### **5.13 Opening/Reopening a New School**

- 5.13.1 When a new school is to be opened or reopened, the procedures outlined in §5.12 will be followed. In addition, the following procedures will apply for the opening/reopening of a new school:
- 5.13.2 The principal shall place on file in the Human Resources Office the proposed organizational plan of the school.
- 5.13.3 Announcement of all known positions shall be posted in each school no less than ten (10) work days. Interviews for posted positions may commence from the initial posting date.
- 5.13.4 Priority consideration shall be given existing unit members within the District who request placement in the new school.

### **5.14 School Closure/Reconstitutions**

- 5.14.1 When school site(s) are closed or reconstituted, all bargaining unit members, excluding program staff, per §5.6, assigned at the site(s) shall be granted involuntary transfer status. Affected staff shall choose from available positions throughout the district during the involuntary transfer window in order of their district seniority, provided they are qualified and credentialed to teach within a given school's academic structure. (Example: A middle school teacher with a single subject credential may not be appropriately credentialed to teach at a

middle school site where a CORE academic structure is in place.)

- 5.14.1.1 When a decision is made to close school site(s), affected members will receive notification within 15 working days of the Board's decision and the following procedures shall apply:
- 5.14.1.2 Members affected by school closure(s) shall receive written notification of their involuntary transfer status no later than March 1 of the final year the school will be open.
- 5.14.1.3 No unit member at the school site(s) receiving transferred students will be transferred to accommodate unit members from school site(s) being closed.
- 5.14.1.4 Seniority ties between teachers from closed site(s) who are interested in the same vacancy during the involuntary transfer window shall be broken by using the Yearly Random Alphabet and the process described in §5.3.1.2 above.
- 5.14.1.5 If the district is unable to place unit member(s) who have been involuntarily transferred due to school closures, the procedures outlined in §5.11 shall apply.

## **5.15 Exchange Transfer**

- 5.15.1 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.
- 5.15.2 Guidelines for teacher exchange are available from the Human Resources office. Implementation of the exchange will be worked out between all parties in cooperation with the Human Resources office.

**ARTICLE 6**

**CLASS SIZE**

**6.1 Class Size**

6.1.1 Effective July 1, 2020, in assigning students to classes the following guidelines will be observed:

	<b>Maximum Class Size</b>
TK and K All Day-360 minutes	27
TK	32
District will follow state law regarding the adult to student ratio for TK.	
K	32
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TK-3 Combination	30
4 and 5	34
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English	33
Physical Education	45
Elementary Physical Education	45
Choral Music	45
Instrumental Music	45
Continuation	28
6 <sup>th</sup> -8 <sup>th</sup> at Holbrook Language Academy	33
9 <sup>th</sup> -12 <sup>th</sup> Independent Study	25

6.1.2 Elementary Physical Education teachers class size and working conditions shall be subject to the following provisions:

6.1.2.1 If the Elementary Physical Education Teacher is absent, and no substitute credentialed teacher is available to cover their absence, preps shall be cancelled for all affected teachers, and they shall receive pay for their missed prep(s) per §9.8.2.1.

6.1.2.2 4th and 5th grade SDC students who are mainstreamed for P.E. during a given period shall count toward the class size maximum of forty-five (45) students. An aide from the SDC class, or the SDC teacher, shall accompany the mainstreamed students for the entire P.E. period.

6.1.3 In so far as practical, Grade 3-4 combination classes will not be

scheduled to ensure all grade 4 students receive the same number of weekly minutes of physical education instruction as their peers in regular grade 4 classrooms, and that all teachers of grade 4 students receive prep time that is equivalent to their upper-grade peers, per §9.8.5.

- 6.1.4 Teachers at secondary school sites who volunteer to teach during their prep period shall receive one hundred twenty percent (120%) of their salary, regardless of the number of instructional periods at that school site.
- 6.1.5 At middle schools where core classes include English, the English class size maximum shall be used.
- 6.1.6 The District will attempt in general elementary program to keep combination classes (2 or more grades) from reaching the maximum class size.
  - 6.1.6.1 Upon request, the principal/program administrator shall meet with the faculty, department, or affected unit members to review 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.
  - 6.1.6.2 If such a plan is developed, it shall be made available in writing upon request to affected unit members and the site Association Representative.
  - 6.1.6.3 If the principal is unable to find alternatives to avoid exceeding the maximum in a class, they will consult with unit members affected.
- 6.1.7 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.
- 6.1.8 Choral and instrumental music maximum class sizes may be exceeded with the concurrence of the majority of the choral and instrumental music teachers at that school site.
- 6.1.9 Agreements made accord with §6.1.7 and §6.1.8 above, shall be in effect for the time stipulated, but in no case longer than the current academic year. Any such agreements shall be provided, upon request, in writing to the affected unit members and the site Association Representative.
- 6.1.10 The full-time assignment for elementary vocal and instrumental music teachers shall be based on serving up to nine (9) classes per day on a regular school day and six (6) classes per day on early-out Wednesdays with a maximum of forty-two (42) classes per week.

Staff may exercise flexibility in scheduling the classes to account for variations in the instructional day during the week, not to exceed the maximums stated above.

- 6.1.11 The full-time assignment for elementary library/media teachers shall be based serving up to nine (9) classes per day on a regular school day and six (6) classes per day on early-out Wednesdays with a maximum of forty-two (42) classes per week. Staff may exercise flexibility in scheduling the classes to account for variations in the instructional day during the week, not to exceed the maximums stated above.
- 6.1.12 In so far as practical, class sizes for Elementary Library/Media and Vocal Music teachers shall be limited to the established maximum class sizes for the grade level being served.
- 6.1.13 For bargaining unit members who are providing a combination of classes or class sessions and working with 9<sup>th</sup> – 12<sup>th</sup> grade Independent Study students, one class, or class section is equivalent to .2 FTE, which is equivalent to 5 Independent Study students. Class sizes in classes utilizing workstations will be limited to the number of workstations, if that number is below the class size outlined above in this Article.
  - 6.1.13.1 A .2 FTE equals either 240 minutes per week of instruction in a class or class section or 5 Independent Study students.
- 6.1.14 Notwithstanding the maximum class size specified above, no class enrollment may exceed the number of workstations, by school site and lab classroom, per Appendix O which may be revised annually to reflect changes, upon request of either party.
- 6.1.15 A student assigned to a Special Day Class at a TK-5 school, but who is integrated into a general education class for at least one-third (1/3) of the school day, shall be counted as two (2) students in that general education class for purposes of member load. Secondary schools shall receive additional staffing based on the District integrated count formula.
- 6.1.16 When in the judgement of the unit member one (1) or more of the students in a class is displaying chronic behavior challenges, the principal shall confer with the unit member in regard to class size considerations. Additional support shall be provided which may include behaviorist consultation, additional parent consultation, professional development in behavioral strategies and/or additional classroom personnel assistance. Teachers teaching in mental health collaborative programs and programs serving students with severe autism as defined in §6.2.6 will be required to participate in crisis

prevention and response professional development. Such professional development shall not exceed twelve (12) hours in length and shall be paid at the Certificated Hourly Rate, per §14.5.1, or assigned during a regular work day with participating teachers on sub release. Crisis prevention and response professional development training may be offered on a non-work day within the negotiated school calendar; however, attendance at such training on non-work days shall not be mandatory.

- 6.1.17 Principals shall make an effort to equalize caseloads/class size and class preparations within grade levels/departments. The reasons for unequal caseloads/class size and class preparations shall be provided in writing to affected unit members upon requests.

## **6.2 Special Day Class Size and Caseload**

- 6.2.1 Teachers of Elementary and Secondary Mild/ Moderate Special Day Class classes shall be assigned a maximum of fifteen (15) students.
- 6.2.2 Teachers of Elementary Extensive Support Needs (Moderate/Severe) classes including low incidence classes and classes in special centers shall be assigned a maximum of nine (9) students. To provide greater flexibility, the maximum of nine (9) may go to ten (10) through the mutual agreement of the teacher, MDEA, and the District with the teacher retaining the right to final approval. During this meeting, there shall be discussion regarding the appropriate mitigation for the increase in class size. If the teacher accepts the 10th student and if mitigation other than an instructional assistant is required, the mitigation must be mutually agreed upon between the teacher and the District.  
  
If an instructional assistant is provided as the mitigation, the assistant shall remain with the class as long as the class size remains at ten (10).
- 6.2.3 Teachers of Secondary Extensive Support Needs Special Day Class classes, including low incidence classes, post-secondary, and classes in centers shall be assigned a maximum of eleven (11) students.
- 6.2.4 Teachers of Preschool Extensive Support Needs Special Day Class classes, including low incidence classes and classes in centers shall be assigned a maximum of ten (10) students.
- 6.2.5 Teachers of Preschool Mild to Moderate Support Needs Special Day Class classes shall be assigned a maximum of twelve (12) students.
- 6.2.6 An Extensive Support Needs class is defined as a special day class with at least two-thirds (2/3) of its enrollment composed of students with the following disabilities: severe autism (autism classified as requiring substantial or very substantial support to address marked to severe deficits in verbal and non-verbal communication skills, and social impairments, along with markedly repetitive behaviors as identified on

level 2 or 3 on the DSM-V criteria), blindness, deafness, severe orthopedic impairments, emotional disturbances, and intellectual disability.

- 6.2.7 Temporary Overage – one (1) additional student may be assigned provided that the caseload (# of students on the class register) is reduced to the maximum within twenty (20) school days.
- 6.2.8 Before an 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.
- 6.2.9 Secondary special education classes organized departmentally shall not exceed fifteen (15) (this does not apply to learning center environments).

### **6.3 Other Special Education Class Sizes/Assessment Limits**

- 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.
- 6.3.6 Notwithstanding the Special Education class size and caseload limits listed in §6.2 - §6.3.5, teachers shall not be responsible for assessing additional students annually in excess of fifty-five percent (55%) of their maximum caseload size.

e.g., a full time Resource Specialist with a caseload of twenty-eight (28) students shall not assess more than fifteen (15) additional students annually ( $55\% \times 28 \text{ students} = 15 \text{ additional annual assessments}$ ).

e.g., a full time Resource Specialist with a caseload of twenty (20) students shall not assess more than twenty-three (23) additional students ( $8 \text{ plus } 55\% \text{ of } 28 = 23 \text{ additional annual assessments}$ ).

e.g., a full time Resource Specialist with a caseload of twenty (20) special education students and twelve (12) IIST students shall not assess more than seventeen (17) additional students ( $2 \text{ plus } 55\% \text{ of } 28 = 18 \text{ additional annual assessments}$ ).

- 6.3.6.1 Any required assessments which exceed this fifty-five percent (55%) of class size or caseload assessment limit, shall be paid as required by §6.5 below for those teachers

who volunteer to take on such additional assessments.

6.3.7 Special Education teachers with full caseloads who volunteer to take over case management duties for students in excess of their full-time assignments, due to the lack of appropriately credentialed staff to provide case management services, shall be compensated per §6.5 below.

6.3.8 Speech Therapists shall not be responsible for assessing additional students annually in excess of fifty-five percent (55%) of their maximum caseload size.

#### **6.4 Student Support Personnel Caseloads and Working Conditions**

##### **6.4.1 School Nurse Caseloads**

6.4.1.1 Effective June 30, 2020, the maximum caseload for school nurses shall be twenty-four hundred (2400) students per 1.0 FTE school nurse. The Parties understand that several nurse assignments may have lesser numbers of students given the severity of medical needs at various sites.

6.4.1.1.1 Every effort shall be made to avoid changing site assignments during the work year. If a nurse's site assignments are changed during the work year, upon request, they shall be presented with the rationale for the change in writing.

6.4.1.1.2 No school shall have two (2) or more nurses assigned to split the school unless the school has more than twenty-four hundred (2400) students.

Nurse caseloads will be reassessed on a once monthly basis. The District shall pay nurses for each day that month for caseload overages, at the rate of 1/2400<sup>th</sup> of their per diem rate of pay for each student over their caseload on that caseload reassessment day. This reassessment will take place on the 10<sup>th</sup> of each month, or the work day closest to the 10<sup>th</sup>, so that overages can be reported to payroll by the 20<sup>th</sup> of each month, to be paid out on the 10<sup>th</sup> of the following month. This monthly reassessment shall include all the students currently enrolled in any school site or program within a nurse's job assignment, including students in private school and non-public school settings.

6.4.1.1.2.1 A nurse's "per diem rate of pay" is 1/185 of a full 1.0 FTE salary at their current step and column placement. (For example, if a nurse is a .6 FTE, and is



on step 8 and column IV, their salary is 60% of \$72,443, or \$43,460. Their “per diem rate of pay” is 1/185 of the full \$72,443, or \$391.53.)

#### 6.4.2 Year-for-Year Placement Credit and Extended Nurse Work-Year

6.4.2.1 Starting with the 2017-2018 school year, and in order to facilitate recruitment and retention of school nurses, the Parties agree to the following:

6.4.2.1.1 Provide year-for-year credit when hiring new school nurses, including relevant clinical experience.

6.4.2.1.2 Existing staff will be allowed to submit work experience for additional placement credit for the 2017-18 school year. Any salary increases resulting from new salary schedule placement will be prospective only (there will not be any retroactive payments).

6.4.2.1.3 For any nurse that agrees, provide additional work days at per-diem for school nurses, beyond the current required one hundred eighty-five (185) day work year, or, for part-time nurses, beyond their required work days. Additional per-diem work days require written approval from supervisor in advance.

#### 6.4.3 School Nurse Emergency Coverage/Vacancy Provision

6.4.3.1 When a school nurse is assigned by their immediate supervisor to cover a meeting/procedure/health assessment, etc. (additional duty) that requires them to travel to a school to which they are not assigned, they shall be paid at the Certificated Hourly rate, per §14.5.1, including travel time to and from additional duty assignment.

6.4.3.2 Nurses who cover the job of another classification, such as performing the duties of a District or agency Licensed Vocational Nurse (LVN), will receive up to three (3) hours of pay in 15-minute increments for actual time worked at the Certificated Hourly Rate, per §14.5.1, regardless of their percentage of employment with the District for each day they cover other employees’ duties, including travel time to another school site, if applicable.

6.4.3.3 Part-time nurses who volunteer to accept a temporary increase in their percentage of employment shall be paid at per-diem when they provide coverage at a school to which they are not regularly assigned (excess coverage). Per-diem

pay shall be pro-rated to reflect the portion of the required work day spent in providing excess coverage at a given school site. For example: A nurse on an eighty percent (80%) contract who volunteers to work an extra day, will be paid their per-diem rate for that extra work day. If they work only half of the extra work day, their pay shall be fifty percent (50%) of their per-diem rate.

#### 6.4.4 Flex Time for Nurse Assigned to Gregory Gardens Assessment Center

6.4.4.1 The Parties recognize that the workload for the Nurse assigned to the Gregory Gardens pre-school program varies significantly during the school year. To address these periods of increased workload the Parties agree that, when circumstances warrant, and with the approval of the Nurse's direct supervisor, they may work longer than required site time during a five work day/work week, and be allowed to offset these periods of additional workload by working fewer hours (flex time) than the required site time during a less impacted school day or week. Flex time shall be scheduled in advance and utilized at times that ensure minimal disruption of the delivery of nursing services to students.

#### 6.4.5 School Nurse Liaison/Coordinator Release Time

6.4.5.1 Starting in 2017-18 the School Nurse Liaison/Coordinator position will have a separate job description and will be posted for internal application only every two (2) years.

6.4.5.2 Duties of School Nurse Liaison/Coordinator shall include, but not be limited to, the following:

6.4.5.2.1 The Nurse Liaison/Coordinator will communicate with sites who have an absent nurse to ensure absences are appropriately covered. The Nurse Liaison/Coordinator will receive daily absence reports for school nurses.

6.4.5.2.2 Nurse Liaison/Coordinator will be copied on incident reports in order to assist in communication with contracting agencies and District.

6.4.5.2.3 The Nurse Liaison/Coordinator will help facilitate the delivery of nursing services.

6.4.5.2.4 Coordinate continued coverage for students when a District nurse is absent.

6.4.5.2.5 Work with nursing staff and Program Administrator to ensure equitable workload assignments.

- 6.4.6 The Preschool Assessment Center (PAC) is a separate service and a separate position, that requires .85 FTE School Nurse.
- 6.4.7 There shall be a position called Extended School Year (ESY) Nurse.
  - 6.4.7.1 This position shall have a two hundred and seven (207) day work year.
  - 6.4.7.2 Article 6.4.2.1.3 regarding nurses volunteering to work up to ten additional days at their per diem rate of pay applies to this position, except that the ESY Nurse will need to seek approval from the Chief of Special Education.
  - 6.4.7.3 All Nurse caseload shall apply to the ESY Nurse position.
  - 6.4.7.4. Caseload calculations will be based on the total of both the day eight (8) summer school enrollment and day eight (8) extended school year enrollment.
- 6.4.8 School Counselor Caseload/Site Assignment Limits
  - 6.4.8.1 Counselors assigned to elementary schools shall not be assigned to more than three (3) school sites.
  - 6.4.8.2 Counselors assigned to middle school site caseload shall not exceed seven hundred (700) students for each 1.0 FTE counselor.
  - 6.4.8.3 Counselors assigned to high school site caseload shall not exceed five hundred fifty (550) students for each 1.0 FTE counselor.
  - 6.4.8.4 Every effort shall be made to avoid changing site assignments during the work year. If a counselor's caseload is changed during the work year, upon request, they shall be presented with the rationale for the change in writing.
- 6.4.9 Initial Placement/Experience Credit for School Counselors
  - 6.4.9.1 The District shall offer credit for the initial placement of school counselors for experience in public or private school, clinical settings and in the criminal justice system up to a total of fourteen (14) years. If a counselor presents experience in a setting other than those listed above, the District shall use its discretion in determining whether such experience is relevant for initial salary placement, provided such experience is granted on an equitable basis for all affected school counselors. In no case may a school counselor be initially place higher than Step 15, Class IV, of the one hundred ninety-five (195) day School Counselor Salary Schedule, attached as Appendix A to this Agreement.
- 6.4.10 Lead School Counselors/Equity Counselors

- 6.4.10.1 Effective the 2017-18 school year, a Lead School Counselor position will be established.
  - 6.4.10.2 The Lead School Counselor(s) position will be released twenty percent (20%). The twenty percent (20%) may be divided among levels and between different unit members.
  - 6.4.10.3 The individual who is selected must have at least two (2) years of in-District experience as a counselor.
  - 6.4.10.4 The Lead School Counselor position will have a separate job description which will be posted every two (2) years for internal applicants only.
  - 6.4.10.5 Lead Counselors and Equity Counselors shall have return rights to a position as a counselor at their school of origination. If there is no open position, a position will be created by an involuntary transfer of the least senior counselor.
- 6.4.11 Standard Work Year for School Counselors
- 6.4.11.1 The Standard Work Year (SWY) for school counselors shall be one hundred ninety-five (195) workdays. The SWY shall include the five (5) workdays immediately prior to the first required teacher work day for returning teachers, and five (5) workdays to be performed immediately following the last student day of the school year.
  - 6.4.11.2 Through agreement between the counselor and their immediate supervisor, the SWY may be modified to accommodate the counselor's attendance on student walk-through day(s), or other agreed upon activities scheduled prior to the beginning of the teacher work year, or after the student instructional year concludes.
  - 6.4.11.3 Any additional modification(s) of the one hundred ninety-five (195) day SWY shall be reached through agreement between individual counselors and the Principal, Counseling Program Administrator or designee.
  - 6.4.11.4 If no agreement on modifications to the Standard one hundred ninety-five (195) day counselor work year can be reached between individual counselors and the Principal, Counseling Program Administrator, or designee, then the counselor will work the one hundred ninety-five (195) day SWY described in §6.4.11.1.
  - 6.4.11.5 Additional work year modifications(s) may be agreed upon by individual counselors and the Principal, Counseling Program Administrator or designee, to address emergency

situations, or when schedule flexibility is required due to periods of increased workload or other issues specific to that school site.

- 6.4.11.6 In no case shall a full-time counselor work less than the required one hundred ninety-five (195) day counselor work year, nor shall they be directed to modify the one hundred ninety-five (195) SWY for counselors if no agreement on such modification(s) can be reached between the individual counselor and the Principal, Counseling Program Administrator, or designee.
- 6.4.11.7 Counselors may not receive credit for a required workday when attending a conference on a weekend, or other non-workday, if the District covers any cost for such conference attendance (e.g., transportation, lodging, meals, etc.).
- 6.4.11.8 Professional development offered to counselors on the three (3) Districtwide non-student days during the teacher work year shall be consistent with the goal of continuous improvement of the school counseling program.
- 6.4.11.9 Counselors shall attend all non-student days required of classroom teachers on one hundred eighty-five (185) day contracts prior to the first student day, unless a work year modification agreement has been reached with their site administrator.
- 6.4.11.10 Counselors shall have complete discretion over the use of their time on the one (1) District-wide staff preparation day, prior to the first student day, per §7.1.6.
- 6.4.12 Workday Flexibility for School Counselors
  - 6.4.12.1 Counselors may flex their workdays through agreement with their site administrator under the following circumstances:
    - 6.4.12.1.1 Two (2) or more of the ten (10) additional workdays required of school counselors beyond the one hundred eighty-five (185) day teacher work year, may be performed in full, or partial-day increments over the course of the year.
    - 6.4.12.1.2 When counselors agree to attend evening events beyond those required in §9.3.1 (i.e., Back-to-School and Open House), time spent at those events be accrued toward the required one hundred ninety-five (195)

counselor workdays.

6.4.12.1.3 Through agreement with their site administrator, counselors may attend up to two (2) evening events in lieu of Back-to-School or Open House, to fulfill the evening events requirement, per §9.3.1. The “substitute evening events” may be assigned without any additional compensation.

6.4.12.1.4 Counselors who elect not to bank time toward the required one hundred ninety-five (195) counselor workdays, may elect to be paid at the Certificated Hourly Rate, rounded to the nearest quarter hour, per §14.5.1, for their attendance at evening events beyond the two (2) mandatory evening events (i.e., back to school and open house) required in §9.3.1, to which they may be assigned without additional pay.

6.4.12.1.5 With administrative approval counselors may periodically utilize “flex time,” (i.e., arrive later than their normal scheduled arrival time, or leave prior to the end of site time), or when schedule flexibility is required due to periods of increased workload or other issues specific to that site.

6.4.12.1.6 Flex time shall only be approved when the counselor’s absence will have minimal impact on the delivery of counseling services to students; however, no counselor shall be unreasonably excluded from utilizing flex time.

#### 6.4.13 Lead Speech Language Pathologist/Extended School Year Positions

6.4.13.1 A twenty percent (20%) release Lead Speech Pathologist position will be implemented effective the start of the 2017-18 school year.

6.4.13.1.1 The Lead Speech Pathologist’s caseload shall be eighty percent (80%) of a full-time Speech Pathologist’s maximum caseload of fifty-five (55) students (i.e., 55 students X .80 = 44 students).

6.4.13.2 The individual who is selected for the Lead Speech Language Pathologist position must have at least three (3) years of in-District experience as a Speech Language

Pathologist (SLP) and will perform, in combination with their workload as a Speech Language Pathologist, duties which include, but are not limited to the following:

- 6.4.13.2.1 Supervise up to two (2) SLP interns in their Clinical Fellowship Year.
- 6.4.13.2.2 Serve as a liaison between District SLPs and Administration.
- 6.4.13.2.3 Coordinate annual professional development to ensure ASHA certification and California licensure is maintained.
- 6.4.13.2.4 Represent district SLPs at the annual review of MediCal funds.

#### 6.4.14 207-Day Extended School Year Speech Pathologists

- 6.4.14.1 Effective with the start of the 2016-17 school year, four (4) additional two hundred seven (207) day work year Speech Pathologist positions will be added positions for Speech Pathologists.
  - 6.4.14.1.1 These additional four (4) two hundred seven (207) day positions shall be offered to current Speech Pathologist in order of their District seniority.
  - 6.4.14.1.2 Should the District be unable to fill the two hundred seven (207) day extended year positions, additional Speech Pathologists may be hired on an hourly basis and compensated at the Summer School Hourly Rate, per §14.5.2.1.
- 6.4.14.2 All additional required workdays of Speech Pathologists on two hundred seven (207) day contracts shall be performed in the Extended School Year Program.
- 6.4.14.3 Extended School Year (ESY) caseloads shall not exceed fifty-five (55) students, since IEPs are not scheduled during summer.

### 6.5 Class Size/Caseload Overage Compensation

- 6.5.1 General education teachers in grade 6-12 who volunteer may accept up to five (5) additional students (excess students) beyond current maximum class sizes, by level, per Article 6 - §6.1.1 and shall receive pay for each additional student for each day these additional student(s) are enrolled in an affected teacher's class, whether or not the student(s)

are present.

- 6.5.2 General Education teachers in grades TK through 5, may volunteer for up to five (5) additional students and shall receive pay for each additional student up to five (5) for each day these additional student(s) are enrolled in an affected teacher's class, whether or not the student(s) are present.
- 6.5.3 Overage rates shall be based on percentages of the annual salary listed in Step One, Column One of the one hundred eighty-five (185) day Salary Schedule. For 2019-20, Step One, Column One annual salary is \$53,339.
- 6.5.4 Elementary teachers shall receive \$25.28 per excess student per day (0.0474% of Step One, Column One).
- 6.5.5 General Education teachers at secondary sites shall receive \$5.05 per student (\$25.28 / 5 instructional periods) per period for each excess student, regardless of the number of instructional periods at that school site.
- 6.5.6 Special Education teachers who volunteer to take excess student(s) shall receive overage compensation depending on their class size/caseload maximums as follows:
  - 6.5.6.1 Elementary Special Day Classes with a class size limit of 9 – \$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.
  - 6.5.6.2 Elementary Special Day Classes with a class size limit of ten (10) – \$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.
  - 6.5.6.3 Secondary Special Day Classes, or Full Inclusion Facilitators, with a class size/caseload limit of eleven (11) – \$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.
  - 6.5.6.4 Preschool Special Day Classes with a class size limit of twelve (12) – \$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.
  - 6.5.6.5 Elementary and Secondary Special Day Classes/Non-Severely Handicapped Classes with a class size limit of fifteen (15) – \$50.51 (0.0947% of Step One, Column One) for a maximum of one (1) additional student.
  - 6.5.6.6 Adaptive P.E. elementary with class size of eighteen (18) – \$50.51 (0.0947%) of Step One, Column One) for a maximum of one (1) additional student.
  - 6.5.6.7 Adaptive P.E. middle and high school with class size of twenty



(20) – \$50.51 (0.0947% of Step One, Column One) for a maximum of one (1) additional student.

6.5.6.8 Resource Specialists at elementary and secondary sites with caseloads of twenty-eight (28) - \$50.51 (0.0947% of Step One, Column One) for a maximum of two (2) additional students.

6.5.6.9 Speech Pathologists at elementary and secondary sites with caseloads of fifty-five (55) – \$25.28 for each time an additional student is seen beyond their contractual caseload (0.474% of Step One, Column One).

6.5.6.10 Additional work associated with excess Special Education students shall be compensated per the terms of Appendix “P” “Special Education Caseload Overage Special Compensation”.

Teachers who accept additional student(s) on their caseloads, within the limits established above, shall receive one hundred ninety-two dollars (\$192) per student per month, plus the agreed upon rates for additional duties, i.e., triennials IEPs seven hundred four dollars (\$704), annual/other IEPs five hundred twelve dollars (\$512) and special/30-day placement IEPs three hundred fifty-two dollars (\$352).

6.5.7 For members who volunteer to accept class size/caseload relief, such relief shall be paid retroactive to the first day after the balancing period or the first day an overage occurs after the end of the balancing period and shall be provided prospectively until the affected class size/caseload is brought into alignment with the contractual maximums, by program area.

## **6.6 Class Size Balancing Period**

6.6.1 All of the foregoing class size and caseload maximums set forth in this Article shall apply and be enforceable after the first eighteen (18) student days. This eighteen (18) day delay in the Association or individual member filing a grievance for class size overages shall be in effect at the beginning of each school year, and at the beginning of each semester at the secondary level. The parties agree that any Association or individual grievances(s) for overages which still exist on or after student day nineteen (19), shall be filed at Step II. The District shall have fifteen (15) workdays from the receipt of the grievance to respond.

## ARTICLE 7

### WORK YEAR

#### 7.1 Length

- 7.1.1 The length of the work year for classroom teachers will be one hundred and eighty (180) days of instruction plus additional days as follows:
- 7.1.1.1 For returning bargaining unit members, five (5) non-student days.
  - 7.1.1.2 For unit members new to the District, seven (7) additional required non-student days, five (5) of which shall be part of the required work year based on their step and class placement; however, the additional two (2) workdays required of new unit members shall be paid at the bargaining unit member's per diem rate. Activities on the additional two (2) workdays required of new unit members shall be at the District's discretion.
  - 7.1.1.3 For all bargaining unit members new to the District who are assigned to a Title I site, one (1) additional day, which shall be on the weekday immediately preceding the first "unit member new to the District" work day in §7.1.1.2 above. This day shall be a districtwide professional development to be called the "MDUSD Title I Professional Development Academy." The District shall award a certificate of completion to all bargaining unit members upon completion of the "MDUSD Title I Professional Development Academy." Any returning bargaining unit member assigned to a Title I site may attend the "MDUSD Title I Professional Development Academy" once and receive their per diem rate for that day. Bargaining unit members required to attend the Academy shall be paid at their per diem rate for this work day. The specific content of the "MDUSD Title I Professional Development Academy" shall be at the District's discretion.
- 7.1.2 The length of the work year for school counselors will be one hundred ninety-five (195) days.
- 7.1.3 The length of the work year for speech and language pathologists who elect to work in the Extended School Year (ESY) program will be two hundred seven (207) days, or the number of work days that is proportional to their percentage of employment, based on a 207-day work year.
- 7.1.4 All work years referenced above shall reflect the requirements listed in §7.1.1 - §7.1.1.3, and shall be specified in the school calendars appearing in Appendix C.

- 7.1.5 Four (4) of the non-student days required of both returning and new unit members, regardless of the length of their respective work years, shall be designated as staff development days, the use of which shall be at the District's discretion. The scheduling of these four (4) staff development days shall be subject to negotiations between parties.
- 7.1.6 One (1) of the non-student days required of all unit members, regardless of the length of their work year, shall be designated as a staff preparation day, the use of which shall be solely at the unit members' discretion. This preparation day shall be scheduled after the required work year begins but prior to the start of the instructional year, as determined through negotiations between the parties.
- 7.1.7 Beginning with the 2020-2021 school year, a three (3) hour block of uninterrupted time, with access to District technology, shall be provided to all bargaining unit members on either of the two (2) District-controlled or Principal-controlled days that fall during the first three (3) workdays to complete the annual on-line mandatory trainings, during District-controlled or Principal-controlled time, unless an emergency occurs. Principals and District Administrators may not assign any duties to unit members who complete the mandatory trainings in less than the three (3) hour block of time that has been allocated.
- 7.1.7.1 Unit members hired after the beginning of the school year, or unit members who did not attend any portion of the mandatory training during the first three (3) days of the work year, will have twenty (20) workdays after their date of hire or return to work to complete the online mandated trainings during District-controlled or Principal-controlled time, within the required site time, by level, per section 9.1.1. Unit members who complete the mandatory online trainings in less time than the three (3) hours of time that has been allocated for this purpose, shall resume the regular required duties.

**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 permanent status to the part-time positions for the term of the job share arrangement.
- 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 Job share teams shall be comprised of permanent employees with two exceptions:
  - a. Retired teachers when such arrangements are not complicated by rehire rules following layoff; and
  - b. There may be situations where, due to the illness or injury of one, or both parties to a job share team, temporary employee(s) may be hired to complete a given school year. When such situations occur, the term of employment for the temporary employee(s) shall not exceed the remainder of the school year when such illness or injury occurs. If a job share partner will be absent for the extended period (more than one (1) school year) due to illness or injury, the job share arrangement shall be deemed terminated. The remaining partner shall have the option of taking the position formerly shared full-time, requesting a leave for the following school year or seeking a new partner. The new partnership shall be considered a new job share and the participants shall follow the procedures and timelines outlined in §8.1.6, §8.1.16 and §8.1.17, or in §8.1.11, if an extended absence due to illness or injury occurs outside the normal timeline for job share formations.
- 8.1.6 Mutual agreement between the two (2) unit members, the immediate supervisor, and the Chief and/or Director of Human Resources 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.
- 8.1.9 Evaluation of participants shall be as prescribed by Article 11.
- 8.1.10 A job-sharing situation can be terminated by the District if there is just cause for such termination. In determining such cause, a finding adverse to the unit member is not required, but only a substantial showing that the termination is in the best educational interest of the District. The job-sharing participants affected shall be given a written statement of the reasons for the termination. If either or both participants are dissatisfied with the reasons, they may file a grievance at Step 2 within ten (10) work days of receipt of the statement of reasons. Upon termination of the job-sharing arrangement by the District, including terminations effected by layoff, the job-sharing participants affected shall revert to the full or part-time status held prior to such job-sharing. Should this termination of the job-sharing result in a member going from a non-benefited position to a benefited position, the member must contact the District Benefits Specialist in order to enroll for medical, dental and vision benefits.
- 8.1.11 With District approval a unit member may withdraw from job-sharing and be reinstated to their former full or part-time permanent status, if so qualified. In determining placement of the unit member or unit members giving up job-sharing, the most senior shall have preference for the job formerly shared. The remaining partner shall not lose their priority as an ongoing job share and is exempt from §8.1.16 and §8.1.17. If the job share termination falls within the District transfer timeline, the less senior partner shall, at their discretion, become an involuntary transfer at the same percentage of employment held prior to the job share, or may seek a new job share partner for the remaining term of the approved job share. If the termination occurs outside the District transfer timeline, the remaining partner may seek a new job share partner for the remainder of the term of the approved job share, provided a new partner is located at least fifteen (15) working days prior to the beginning of the subsequent school year. If a new partner cannot be found, the less senior partner shall be assigned to a vacancy, be granted a leave of absence for the following school year, if requested, or shall be assigned as a day-to-day sub, as per §5.11. If partners in a dissolving job share have the same seniority date, seniority shall be determined by lottery.
- 8.1.12 If one of the participants in a job share retires, leaves employment with or is separated from employment with the District or dies, the

remaining partner may accept the position full time or go through the process for forming a new job share partnership for the remainder of the term of the approved job share, as outlined in §8.1.11. In the case of retirement or death, the remaining partner does not lose their priority as an ongoing job share and is exempt from §8.1.16 and §8.1.17.

- 8.1.13 In January, the Human Resource Office will send out a survey to principals to determine which job share partnerships will continue the following year.
- 8.1.14 In January, the Chief and/or Director, Human Resources will hold an informational meeting to review Article 8 of the collective bargaining agreement. The potential impact of layoff will be reviewed at the meeting.
- 8.1.15 From February 1 through February 15, the Human Resources Office will accept plans for new Job Share participants. These plans must be completed in accordance with the procedures outlined in §8.1.6.
- 8.1.16 By February 22, if needed, the Chief and/or Director, Human Resources and the President of MDEA will create by lottery a numerical order for implementation of new Job Share partnerships up to the maximum number stipulated in §8.1.20.
- 8.1.17 Similar to transfers, job share assignments must be made no later than fifteen (15) working days before the first student day.
- 8.1.18 No certificated position within the bargaining unit shall be unreasonably excluded from the job-sharing program.
- 8.1.19 An individual may remain in a job share for no longer than five (5) consecutive years. Year one for each individual in a job share will be the first year in which an approved job share is implemented.  
After five (5) consecutive years an individual or job share partners would need to reapply in accordance with §8.1.6, §8.1.16 and §8.1.17.
  - 8.1.19.1 The exception to §8.1.19 is a job share team where one or both of the partners are participating in the "Willie-Brown" program. Partners shall be limited to the term of the "Willie-Brown." If a non-"Willie-Brown" partner leaves the job share, the new partner will be limited to the term remaining on the original "Willie- Brown" partner.
- 8.1.20 The number of job share positions filled by partners who are permanent shall not exceed forty (40). Three (3) additional job share team(s) in a recognized statewide shortage area may be approved by the District. Through mutual agreement the number of job share partnerships in a recognized statewide shortage area may be increased beyond three (3).
- 8.1.21 Job share arrangements which include a schedule or plan by which one or more of the partners will work in the fall and spring

intervention program shall not count towards the established cap or the term limit established in §8.1.20.

8.1.21.1 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.

8.1.21.2 All other relevant sections of this Article apply.

## **ARTICLE 9**

### **HOURS**

#### **Site Time**

- 9.1.1 Unit members shall report to their work site fifteen (15) 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, TK-5

420 Minutes - 6-8

435 Minutes - 9-12

- 9.1.1.1 6<sup>th</sup>-8<sup>th</sup> grade teacher's site times at Holbrook Language Academy will be 420 minutes per day.

- 9.1.2 The fifteen (15) minutes set forth above is included in the required site time provided for all instructional levels, as is the fifteen (15) minutes following students' dismissal at all levels.

A list of when site time begins and ends at all school sites shall be compiled and can be obtained by MDEA Leadership from an appropriate Director, Chief, or Assistant Superintendent by one (1) week prior to the first day of school. This list shall be updated annually to reflect any schedule adjustments which are made according to the procedures outlined in §9.1.3 - §9.1.4, below.

- 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 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," "extreme weather condition", "smoke days", or Superintendent or designee declared emergencies; however, at least thirty (30) minutes of the lunch period shall be duty free and uninterrupted. Any extension of the minimum 30-minute duty-free lunch, at all levels, shall extend the required site time, by level, by the same number of minutes added to the minimum 30-minute duty free lunch period at that school site.

- 9.1.3.1.1 Each school site administrator shall meet and confer with the site leadership team, before submitting the school site safety plan, to develop a set of guidelines to ensure a minimum 30-minute lunch and the safety of the



students in the event of “rainy day session”, extreme weather condition, “smoke days”, or Superintendent or designee declared emergencies.

- 9.1.3.2 extend at the middle school level, the 420 minute site time up to fifteen (15) minutes to provide for a brunch break. Middle school sites that incorporate a brunch period shall extend their required site time by the same number of minutes as the length of that brunch period.
  - 9.1.3.3 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;
  - 9.1.3.4 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 §9.1.3.1, §9.1.3.2, §9.1.3.3 and §9.1.3.4 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 The schedule adjustment procedure outlined in §9.1.3 - §9.1.4 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 of being a kindergarten teacher.
- 9.1.9 Elementary sites that have voted to bank instructional time four (4) days per week to provide an early student release day on the fifth day, per §9.1.3.3 above, shall have discretion over the use of half of the early release days each month, per the terms of the "Allocating Time on Elementary Early Release Days" MOU, attached as Appendix Q to this Agreement.

- 9.1.9.1 Should unforeseen circumstances arise, the annual calendar developed to schedule the use of Elementary Early Release Days may be modified using the following process:
- 9.1.9.2 Principals, with five (5) days advance notice, may repurpose early out days, the use of which are subject to teachers' professional discretion and scheduled for individual planning or grade level collaboration, respectively, and use these day(s) at the Principal's discretion, provided such repurposing does not result in a net loss in the number of days available per month for both individual teacher planning and grade level collaboration. If the repurposing of the early out day occurs at the end of the month resulting in a net loss that month in the number of days available for both individual teacher planning and grade level collaboration, then the first available early out day that had been scheduled at the Principal's discretion will be rescheduled for teacher planning and/or grade level collaboration.

## **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
- 9.2.1.1.1 Elementary sites
- Four (4) meetings per month on early-out Wednesdays.
  - The agenda for two (2) of these four (4) monthly meetings is at principals' discretion and shall not exceed ninety (90) minutes in total length.
  - The agenda for one (1) of these four (4) monthly meetings is at the discretion of individual teachers and shall be used for preparation/planning, not to exceed sixty (60) minutes in total length.
  - The agenda for one (1) of these four (4) monthly meetings is for teacher-controlled grade level collaboration/planning, as determined by teachers at that grade level, not to exceed sixty (60) minutes in total length.
  - Principals may collaborate with teachers at grade level regarding the agenda on the one (1)

monthly teacher collaboration day but may not impose an agenda. Once an agenda has been determined, teachers will make informal notes on the agenda indicating what was discussed and will forward these notes to the site Principal upon request.

#### 9.2.1.1.2 Secondary sites

- Four (4) monthly meetings per month.
- The agenda for two (2) of these monthly meetings shall be at the discretion of the site principal.
- At secondary sites with early out schedules, each of the two (2) principal discretion staff meetings shall not exceed ninety (90) minutes in total length.
- At secondary sites with non-early-out day schedules, each of the two (2) monthly principal discretion staff meetings shall not exceed required site time by more than ninety (90) minutes.
- The agenda for one (1) of the four (4) monthly meetings is for individual teacher planning/preparation and shall not exceed sixty (60) minutes in total length.
- The agenda for one (1) of the four (4) monthly meetings is for teacher collaboration which shall not exceed sixty (60) minutes in total length and which may be used for department, PLC, or other department activities, as determined by the teachers in that department or subject-alike area. Principals may collaborate with teachers by department or program regarding the agenda on the one (1) monthly teacher collaboration day but may not impose an agenda.
- Once an agenda has been determined, teachers will make informal notes on the agenda indicating what was discussed and will forward these notes to the Principal upon request.
- During a WASC year, or during a time when a site is undergoing a reorganization, normally scheduled staff meetings may be repurposed to address concerns specific to that school site during that academic year, within the following limitations:
  - To comply with site time and instructional minutes requirements, some high school

sites have adopted schedules which exceed contractual site time. To mitigate the impact of working longer than required site time, staff at affected schools shall be allowed to leave with the students on one (1) teacher discretionary day per month. This monthly early release teacher discretionary day may not be repurposed by the Principal.

- As further mitigation for daily schedules which exceed site time, high school staffs may leave school with the students on the six (6) days per year which are scheduled for students' final exams. As such, no mandatory meetings may be scheduled on student final exam days or on one (1) teacher discretionary day per month.

#### 9.2.1.2 Parent Student Conferences

9.2.1.2. 6th-8th grade teachers at Holbrook Language Academy will follow the Elementary Parent Teacher Conference schedule. 6th-8th grade teachers at Holbrook may, but will not be required to, hold more than 33 Parent Teacher Conferences during the Conference time period.

#### 9.2.1.3 I.E.P.

#### 9.2.1.4 S.S.T.

9.2.1.5 Given unforeseen circumstances or emergency situations, the site principal may call a site meeting not to exceed sixty (60) minutes.

#### 9.2.1.6 Supervision Duties

9.2.1.6.1 Beginning the 2020-21 school year, insofar as practical, supervision/duties at all elementary school sites shall be assigned equitably, so that members at one school site shall not be required to perform more supervision/duties assignments per week, than their colleagues assigned to other elementary school site(s). The standard for supervision/duties shall be no more than one hundred twenty (120) minutes total, in every two (2) week period, while school is in session, for bargaining unit members who spend a majority of the week at that site. The scheduling of these one hundred twenty (120) minutes of standard supervision/duties shall be at the discretion of the site administrator.

- 9.2.2 Such duties may not be assigned on Saturdays or Sundays or in the evening except as described in §9.3.
- 9.2.3 Effective January 1, 2020, unit members shall be paid at the Certificated Hourly Rate per §14.5.1, for the total time spent on a given workday for IEP and/or 504 meetings that extend more than seventy-five (75) minutes after the applicable required site time. (see §9.1.1)

### **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 (2) of these events per year.
- 9.3.3 Evening assignments for College Night/Freshman orientation shall be compensated per §15.1.1.
- 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.
- 9.4.2 Insofar as practical, at secondary sites the number of different classes/levels assigned to probationary teachers shall be limited to no more than three (3). Insofar as practical, the number of different classes shall be assigned equally among all secondary teachers within a given department to distribute the additional workload associated with preparing for multiple classes/levels.
- 9.4.3 6th-8th grade teachers at Holbrook Language Academy shall not be required to have any duties associated with any state mandated standardized test and/or District required test beyond duties all other 6th-8th grade teachers at District schools have. This includes, but is not limited to, no duties to serve as test program facilitator/coordinator and no duties to translate mandated standardized tests and/or District required tests.
- 9.4.4 Report card requirements for 6th-8th grade teachers at Holbrook Language Academy shall be the same as report card requirements for other 6th-8th grade teachers at District schools. This includes letter grades and comments from a drop-down menu.

9.4.5 6th-8th grade teachers at Holbrook Language Academy shall be provided with Board approved (or District piloted) curriculum materials and teaching materials that have been fully translated, and are appropriate for the grade, subject and program as determined by the District.

9.4.6 Holbrook Language Academy will follow Education Code 51223 in regards to the amount of PE time taught to students by its TK-8th grade teachers.

## **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. The thirty (30) minute duty-free lunch is included within the required site time.

## **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 a 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 grades TK through 5 at elementary school sites, relief periods of at least ten (10) minutes shall be provided to assure that no unit member shall be required to work with children for more than two (2) hours consecutively.

9.7.3. For grades 6 through 8 at the Holbrook Language Academy, relief periods of at least ten (10) minutes or lunch shall be provided to assure that 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 unless the middle or high school has an approved block schedule in place pursuant to section 9.10. 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.

- 9.8.1.1 Secondary Resource teachers shall have an additional daily period equal in length to a regular class period at their school site for testing / assessment / case-management / IEP purposes. At school sites on block schedules these additional periods shall be equivalent to ten (10) traditional schedule instructional periods over a two (2) week period.
- 9.8.1.2 Secondary SDC teachers who are assigned to a departmentalized model in mild to moderate program shall have an additional daily period equal in length to a regular class period at their school site for testing / assessment / case-management / IEP purposes. At school sites on block schedules these additional periods shall be equivalent to ten (10) traditional schedule instructional periods over a two (2) week period.
- 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 A teacher shall receive pay when they cover a class. For a regular secondary period, they shall be paid thirty-six (\$36.00) per period. For a secondary block schedule period, they shall be paid seventy-two (\$72.00) per block period. For an elementary teacher, they shall be paid thirty-six dollars (\$36.00). These increased rates shall become effective on January 1st of the 2016-2017 school year as a permanent change, unless and until the parties negotiate different language. Annually, these rates shall increase by the same percentage increase applied to the salary schedule, if any.
- 9.8.3 If at a TK-5 site, or at all grade levels at Holbrook Language Academy, 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 with each affected teacher receiving an allocation of money as follows:
- \$108 dollars when all students are distributed to one (1) classroom for up to three (3) hours per day
  - \$216 when all students are distributed to one (1) classroom for more than three (3) hours per day
  - \$108 split evenly between two teachers when students are distributed to two (2) classrooms for up to three (3) hours per day

- \$216 split evenly between two (2) teachers when students are distributed to two (2) classrooms for more than three (3) hours per day
- \$50 per affected teacher if students are divided between more than two (2) classrooms for up to three (3) hours per day
- \$100 per affected teacher if students are divided between more than two (2) teachers for more than three (3) hours per day

9.8.3.1 In so far as practical, general education students shall not be distributed to SDC classrooms, and vice versa.

9.8.4 Secondary Library Media Teachers shall be entitled to a daily preparation period equivalent in length to a regular instructional period in the school in which they are employed unless the middle or high school has an approved block schedule in place pursuant to § 9.10.

9.8.5 General education elementary classroom teachers, including elementary 4th and 5th grade prep providers, 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 TK/K teachers working at a site with an instructional day of at least three hundred sixty (360) minutes shall receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of preparation time in every two-week period during their student instructional day. TK/K teachers working at a site with an instructional day less than three hundred sixty (360) minutes may receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of preparation time outside of their student instructional day; however, all 180 minutes of TK/K preparation time must be scheduled within required site time.

9.8.5.2 TK/K elementary preparation time for teachers on an all-day schedule of at least three hundred sixty (360) minutes shall be provided in blocks of time equivalent to other elementary classroom teachers who receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of prep in every two (2) week period within the student instructional day. TK/K teachers at sites with slip schedules may receive their 180 minutes of preparation time over every two (2) week period in blocks of no less than twenty-two (22) minutes, due to time constraints associated with slip schedules.



- 9.8.5.3 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 additional preparation 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, 3/4 grade combination classes do not receive this additional preparation time.
- 9.8.5.4 Efforts shall be made by the District to ensure that elementary teachers receive the same number of preps over the course of successive school years as their colleagues at their site whose weekly or daily prep times were not reduced due to calendar-related impacts, insofar as practicable.
- 9.8.6 Bargaining unit members teaching 6th 7th and 8th grade at Holbrook Language Academy will have 150 minutes per week of prep time.
- 9.8.7 Special Day Class and Resource Specialist 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 §9.1.2.
- 9.8.8 District shall make an effort to find qualified substitutes for elementary preparation teachers. In the event that a substitute elementary preparation teacher is unavailable, elementary teachers who cover their own class during a scheduled prep period shall be paid per §9.8.2.1.

## **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 One (1) week prior to the official vote at the site, the plan will be sent to MDEA and the appropriate Director

in School Support. The plan will be signed by the site principal and the site lead MDEA representative and will include dates when the affected staff members will vote. Signatures indicate that the plan being presented is accurate.

- 9.10.1.2 A secret ballot election will be conducted by the MDEA Internal Affairs Chairperson.
- 9.10.1.3 The ballot shall clearly indicate the impact on the terms and conditions of employment for the affected unit members. At least one (1) of the schedules on the ballot must be a compliant schedule.

A schedule shall be considered compliant if the following conditions are met:

- a. Site time, defined as the number of minutes between the teachers' start time and their end time, must not exceed the number of minutes defined as site time, by level, per section 9.1.1 as follows:

Elementary TK-5	415 minutes
Middle Schools	420 minutes
High Schools	435 minutes

- b. Start time for unit members at all levels is fifteen (15) minutes before teacher responsibility for students begins
  - c. Unit members' end time at all levels is no less than fifteen (15) minutes after students are dismissed
  - d. A minimum of thirty (30) minutes of duty-free lunch time shall be included as part of the required site time, by level
  - e. Schedules shall include all required preparation time and break periods provided under the contract, by level
  - f. At sites where members elect to extend their lunch period beyond thirty (30) minutes, those additional minutes shall be added to the total site time, by level, extending the required teacher workday by that same number of minutes.
- 9.10.1.4 When any vote takes place on a schedule change, the fallback schedule will be designated on the ballot and must be compliant as described in §9.10.1.3 (a-f) above.

- 9.10.1.4.1 Any new schedule that is proposed or any current schedule that is non-compliant must receive an affirmative vote of two-thirds (2/3) of the members participating in the vote in order to be adopted or renewed, respectively. Votes may be structured as follows:
  - 9.10.1.4.1.1 A compliant fallback schedule vs. a proposed non-compliant schedule
  - 9.10.1.4.1.2 Two (2) compliant schedules, one (1) of which shall be designated as the fallback schedule on the ballot
- 9.10.1.4.2 A non-compliant schedule may not be the designated fallback schedule, except that the parties acknowledge that if fifteen (15) minutes before and fifteen (15) minutes after is added to the existing student instructional day at some high school sites, the site time would exceed four hundred thirty-five (435) minutes, constituting a non-compliant schedule, which may be a designated fallback schedule. In those cases, the schedule at those sites shall require less than fifteen (15) minutes after the end of the student instructional day so that site time is maintained for four hundred thirty-five (435) minutes.
- 9.10.1.4.3 Fallback schedules may be alternative or block schedules, provided they are compliant with site time as described in §9.10.1.3 (a-f) above.
- 9.10.1.4.4 Sites that wish to renew their current non-compliant schedule or propose a new schedule must create a compliant fallback schedule.
  - 9.10.1.4.4.1 To create a compliant fallback schedule, the site may adjust their existing schedule to meet the compliance requirements defined in §9.10.1.3 (a-f) above.
  - 9.10.1.4.4.2 If a site currently has a compliant schedule and develops a proposal for a different compliant schedule, the compliant schedule that is most similar to the current schedule will be the fallback schedule.

- 9.10.1.4.4.3 Sites which already have a schedule in place with a start time that is 30 minutes prior to regular classes beginning shall continue with the current schedule until the site proposes a vote on a new schedule. Future schedule votes will require a fallback schedule that is compliant with §9.10.1.3 (a-f) above.
- 9.10.1.5 Any change in preparation periods must be included in the compliant schedule requirements as outlined in §9.10.1.3 (a-f) above. Furthermore, preparation period modifications shall provide for an equivalent to ten (10) traditional schedule instructional periods over a two (2) week period. 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.
- 9.10.1.6 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.
- 9.10.1.7 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.
- 9.10.1.8 All unit members affected by the scheduling change may vote.
- 9.10.1.9 A two-thirds (2/3) majority of votes cast must vote in the affirmative.
- 9.10.1.10 In order to be valid, a majority (50% +1) of the MDEA unit members must vote.
- 9.10.1.11 In the event the proposed new schedule, which may or may not be compliant with site time, does not receive the required two-thirds (2/3) majority vote, the compliant fallback schedule will become the site's schedule for the following school year.
- 9.10.1.12 All site schedules listed as "Authorized Non-Compliant" shall be renewed at least once every two (2) years by a two-thirds (2/3) majority vote of the staff

in a MDEA proctored election. MDEA and the MDUSD School Support Office shall jointly publish by January 31st the list of schools requiring a schedule vote.

9.10.1.12.1 If a renewal vote is conducted or does not meet the two-thirds (2/3) majority threshold in the vote, the fallback schedule will become the site's schedule for the next school year.

9.10.1.13 There will only be one (1) vote per year. That vote will take place on two (2) consecutive days and will be conducted in accordance with all sections of §9.10.1 above. Within two business days after the conclusion of the vote, the MDEA President or designee will notify the Superintendent or designee of the results of the vote.

9.10.1.13.1 An Assistant Superintendent or designee may be present when ballots for site schedule votes are counted.

9.10.1.14 All original agreements reached shall be in effect for one (1) school year only, and must be renewed at that time. Future renewals may be for two (2) 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 MDEA and the appropriate Assistant Superintendent for the grade level affected.

## **9.11 TK/K Instructional Schedule Adjustment Process**

9.11.1 Transitional Kindergarten and Kindergarten (TK/K) schedules reflecting the length of the student instructional day will be included in annual site schedule votes as a separate matter for vote by all classroom teachers at the site. However, TK/K schedules may also be adjusted after the start of the school year based on site and/or District needs as set forth below in sections 9.11.2, 9.11.3, 9.11.4, and 9.11.5.

9.11.2 There may be circumstances which lead to an adopted instructional schedule for a TK/K class at a given school site being modified after the start of the school year. The Parties acknowledge that when dramatic increases/decreases in enrollment, natural or human-made disasters, or other unforeseen/unanticipated events occur which significantly alter the assumptions under which a given TK/K instruction schedule was adopted, modifications of that TK/K instructional schedule may be contemplated by the Parties.

- 9.11.3 During the Class Size Balancing Period, per section 6.6, the Parties will meet and confer as to whether dramatic changes in enrollment assumptions warrant a change in TK/K instructional schedules at a given school site. If the parties agree that unanticipated enrollment increases warrant TK/K instructional schedule changes, the TK/K instructional schedule may be changed to an A.M./P.M. schedule only.
- 9.11.4 Should assumptions change outside of the Class Size Balancing Period, due to circumstances other than dramatic increases in enrollment, such as those listed in section 9.11.2, the District will notify the Association of the circumstances(s) which they believe warrant TK/K instructional schedule modifications(s). The parties will meet and confer as to whether a proposed TK/K instructional schedule modification is required, based on specific change(s) in assumptions the District presents and which they believe warrant TK/K instructional schedule modifications(s) at that school site.
- 9.11.5 In either of the two (2) scenarios stated above, if no agreement can be reached on whether a TK/K instructional schedule modification is warranted, any unilateral implementation of a TK/K instructional schedule change shall be subject to the Grievance Process, Article 3, up to and including binding arbitration.

## **9.12 Compliant Schedule Exceptions**

- 9.12.1 Comprehensive High Schools with early out schedules may use “averaging” in calculating a compliant fallback schedule in the following manner:
- 9.12.1.1 The created fallback schedule will identify sixteen (16) early-release days (one (1) early-out day per month and six (6) final exam minimum days) on which unit members’ end time will be fifteen (15) minutes after students are dismissed. There will be no meetings or trainings scheduled on these days.
- 9.12.1.2 If necessary due to an unforeseen emergency causing a full student instructional day to be lost, an early-release day may be converted to a full school day.
- 9.12.2 Sites that wish to replace their “Authorized Non-Compliant” schedule with an alternative “Authorized Non-Compliant” schedule may elect to do so with a simple majority “straw vote” to determine which non-compliant schedule will be run against the compliant fallback schedule in the official vote. The new schedule will then need a two-thirds (2/3) majority in a MDEA proctored vote against a compliant fallback schedule in order to be adopted.

- 9.12.3 A “brunch” period shall not extend required site time at high school sites only. Middle schools which incorporate a brunch period shall add the same number of minutes to their required site time as the number of minutes in their brunch period schedule.

### **9.13 Site Schedule Vote Lists**

- 9.13.1 A list shall be produced annually, moving forward, which indicates the required site time, by level, at all District school sites.
  - 9.13.1.1 This list shall include teacher start time, teacher end time, and length of teacher lunch.
  - 9.13.1.2 For sites that are "Authorized Non-Compliant" the list shall indicate the date of the authorizing vote.
  - 9.13.1.3 This list of required site times, by school site, shall be updated annually to reflect the results of any successful schedule modification votes that took place during the current school year.
  - 9.13.1.4 This list shall be made available to MDEA, upon request, through the appropriate Assistant Superintendent, by level no later than the last week of the school year prior to the year in which the schedules will be effective.

### **9.14 Duties**

- 9.14.1 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. Such supervision duties to be performed within site time. 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.

## **ARTICLE 10**

### **SAFETY**

#### **10.1 Unsafe or Hazardous Conditions**

10.10.1 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 their working environment, including matters related to classroom temperature. The employee shall file the report simultaneously with the following persons:

Immediate Supervisor/Principal  
Assistant Superintendent for the affected grade level  
Chief Business Officer  
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, they 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 for the affected grade level, 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 their 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 ensure 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 students for 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

Meets Expectations

Developing (may only be used for first year teacher/someone new to the profession)

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 improvement 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.
- 11.4.3 Employees with permanent status who have been employed with the District for at least ten (10) years, who are highly qualified as defined in 20 U.S.C. Sec. 7801, and whose previous Standard Evaluation rated the employee as Meets Expectations or above (meets or exceeds standards) in all areas formally evaluated, may be evaluated at least every five (5) years in accordance with this Article, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

## **11.5 Announcement of Evaluatees**

- 11.5.1 No later than the end of the twentieth (20<sup>th</sup>) 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 will be the evaluator. Within five work days after the posting of the list of those to be evaluated, the following shall be given to the evaluatee: job description, CSTP Evaluation Rubric, 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 standard. 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 thirty (30) 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.

## **11.7 Standard Evaluation**

### 11.7.1 Evaluator

Each evaluation shall be conducted by the principal/program administrator or their designee.

### 11.7.2 Required Evaluative Data

11.7.2.1 Judgments concerning the professional practice of members of the bargaining unit shall be based on evidence and data.

11.7.2.2 Type of required evaluative data are:

11.7.2.2.1 Specific techniques of assessment of student progress as agreed to by the evaluator and evaluatee.

11.7.2.2.2 Observation(s) (Evaluatee-requested, evaluator-requested, unscheduled).

11.7.2.2.3 Other assessments/evaluative techniques may be added if mutually agreed upon by evaluatee and evaluator.

### 11.7.3 Initial Conference and Resolution of Disagreements

11.7.3.1 An initial conference shall be held prior to October 31 between evaluator and evaluatee for the purpose of selecting Standards to be evaluated, types of required evaluation data in §11.7.4 and the number and types of classroom observations as well as the person(s) to perform the observations if the Standard Evaluation is to be used.

11.7.3.2 The Standards being evaluated may be revised during the course of the year with the mutual agreement of both parties. If agreement on revision cannot be reached, the matter shall be referred to the Chief and/or Director, Human Resources for a decision in writing within five (5) work days. In no event shall a unit member be required to be evaluated on more than three (3) Standards in any one year.

### 11.7.4 Observations

11.7.4.1 A unit member shall be formally observed at least twice as part of the evaluation by the evaluator. All formal observations shall last a minimum of twenty (20) minutes. If requested by the unit member at the time of the initial conference, these observations shall be held upon twenty-four (24) hours' notice.

11.7.4.2 All formal observations which are part of the evaluation process shall be reduced to writing and discussed with the unit member within ten (10) work days of their occurrence. The unit member shall have a right to attach a written response.

11.7.4.3 Observations of less than twenty (20) minutes duration need not be reduced to writing, nor discussed with the unit member.

### 11.7.5 Interim Evaluation Conference and Interim Evaluation Form

11.7.5.1 An Interim Evaluation Conference and a completed Interim Evaluation Form are obligatory for probationary/temporary unit members. The Interim Evaluation Conference and Interim Evaluation Form are to be completed by December 10th.

11.7.5.2 For permanent unit members, an Interim Evaluation Conference and a completed Interim Evaluation Form are required only if requested by either the evaluatee or evaluator. The Interim Evaluation Conference and Interim Evaluation Form are to be completed no later than January 31st.

## 11.8 Self-Evaluation Option

11.8.1 Unit members with permanent status who have received an overall rating of "Meets Expectations" or better on their most recent Standard Evaluation shall have the option to complete a Self-Evaluation under the following conditions:

11.8.1.1 A unit member must express an interest, in writing, during the Initial Conference.

11.8.1.2 The approval of their site Principal. The Principal's decision is non-grievable.

11.8.1.3 If there is a change in Principal leadership, the new Principal may rescind the approval for the Self Evaluation Option, provided the Initial Evaluation Conference has not already taken place, per §11.7.3.1.

11.8.2 If approved by the Principal, the year's evaluation process shall include the following elements:

11.8.2.1 The participating unit member will identify two of the Standards to be evaluated.

11.8.2.2 The unit member will present to the Principal/designee their plan to demonstrate proficiency for the two Standards selected. Under this plan, a teacher can do a research project, demonstration lesson, developed unit plan, or other self-directed inquiry, etc., provided the unit member and Principal/designee both agree that the proposed final product will sufficiently demonstrate proficiency for the standards selected.

11.8.2.3 Each participating unit member will document their work on the standard District evaluation forms 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, reduce to writing their learnings from the process and discuss these reflections with the Principal/designee in a post Self-Evaluation conference. The Principal/designee shall have the option to attach comments prior to the Self-Evaluation being made a part of the employee's personnel file.

11.8.2.4.1 In the event that the Principal does not believe that the agreed upon plan was followed, or that the completed project failed to sufficiently demonstrate proficiency for the standards



selected, the Principal/designee may return the teacher to the standard evaluation process the following school year.

- 11.8.3 Nothing herein shall preclude the principal from observing the work of the unit member during the course of the year, and such observations may be incorporated as part of the agreed upon plan.
- 11.8.4 The Self-Evaluation may be utilized in consecutive evaluation cycles with the approval of the site Principal or designated evaluator.

**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

### Teacher Induction and Support Program

12.1 There shall be a teacher induction and peer support program referred to as the Teacher Induction and Support Program (TISP). The focus of the TISP shall be supporting beginning and permanent teachers in their professional practice. The TISP shall be California Teacher Induction Program compliant in providing assistance to unit members clearing their credentials, and shall offer ancillary peer coaching assistance to permanent teachers who are on a performance improvement plan, and who request such assistance.

12.1.1 The Program shall be jointly administered by the TSA Eligibility Selection Panel pursuant to the provisions of sections §13.7 - §13.7.4, insofar as they are compliant with California Teacher Induction Program requirements.

#### 12.2 Peer Coaches:

12.2.1 The number of coaches to be released shall be determined by the number of eligible teachers needing induction support. However, should additional coaching support be required, the parties shall negotiate how to provide the necessary support.

12.2.2 Coaches shall have staggered terms.

12.2.3 Coaches shall have a three-year term.

12.2.4 Nothing herein shall prohibit a coach from reapplying for an additional term.

12.2.5 All such terms are subject to annual evaluation by the TSA Eligibility Selection Panel, per §13.7 - §13.7.4.

12.2.5.1 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.

12.2.6 Coaches shall have responsibility for 15-18 teachers.

12.2.6.1 Coaches shall have a 185-day workyear. The TSA Eligibility Selection Panel, per §13.7 - §13.7.4 shall schedule the workyear for coaches and may add up to ten (10) additional days per school year, at per diem compensation, as necessary.

12.2.7 There shall be a Lead Support 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 support coaches and facilitating the work of the TSP Eligibility Selection Panel, per §13.7 - §13.7.4. The workyear for this position shall be 195 days (at per diem compensation) but may be adjusted by the Panel.

- 12.2.8 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.
- 12.2.9 Coaches shall have the responsibility of working confidentially with eligible teachers in a strictly assist mode.
- 12.2.10 Coaches are expected to communicate effectively and appropriately with the school principal with regards to the support that is being provided to TSP participants.
- 12.2.11 Evaluators may provide coaches with copies of TSP participants' goals and objectives, interim evaluations, and improvement plans.
- 12.2.12 Utilizing funds from the Program, coaches may provide release days and conference attendance as developmental tools for TSP participants.
- 12.2.13 Eligible Teachers participating in the induction portion of the TSP 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 Certificated Hourly Rate, per §14.5.1.1.

### **12.3 Participation**

- 12.3.1 The Teacher Support Program (TSP) is mandatory for beginning teachers who are clearing their credential through the District's induction program.
- 12.3.2 Permanent teachers, who are on a Performance Improvement Plan, can voluntarily choose to receive confidential coaching support through the TSP, or may be offered TSP assistance by the evaluating administrator as an additional support during the evaluation process, pending the availability of coaching staff.
  - 12.3.2.1 The support coach will provide assistance specifically related to the goals outlined in the performance improvement plan.
  - 12.3.2.2 If a teacher agrees to participate in the TSP, a meeting will be held with the teacher, the coach and the administrator to review the goals outlined in the performance improvement plan.

## ARTICLE 13

### PEER ASSISTANCE AND REVIEW

#### AND PROGRAM RE SELECTION FOR TSA ELIGIBILITY LIST

- 13.0 In an effort to be more efficient and to better utilize coaching resources, MDEA and the District have mutually agreed to suspend the provisions of this Article and provide coaching support to permanent teachers through a voluntary process, as outlined in modification to Article 12, (formerly Beginning Teacher Support). Should the PAR Program be reactivated at the expiration of the 2024-25 Agreement, language in Article 12 - Beginning Teacher Support, shall revert to the language in place at the expiration of the 2013-16 Agreement.

The parties agree to suspend the provisions of this Article as *italicized* below, for the 2024-25 contract cycle, with the exception of the TSA selection process, as amended, per §13.7.1 - §13.7.4. At the end of the contract term, the PAR Program will be re-activated unless the parties mutually agree to continue the Program's suspension. If the PAR Program is reactivated, changes made in §13.7.1 - §13.7.4, and to the remainder of Article 13, shall revert to the language in place at the expiration of the 2018-21 Agreement as updated to incorporate the terms of the 2014-15 "tie breaker" MOU (§13.6.15- §13.6.17 below).

#### *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 improvement" 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. The Panel may perform its charge with fewer than four members from each Party, if, for unavoidable reasons, either Party is unable to provide four members. Should a vote of the Panel be required, each Party, the District, and the Association, shall have an equal number of voting members. If the Parties have an unequal number of voting members present in the meeting, the Party with the greater number shall decide which of their members do not cast a vote. Action must be taken on an affirmative vote of at least the majority of the voting panel members present.*

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 Teacher Induction and Support Program, one PAR/TISP 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 they have 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 §12.2.6*

- 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 their 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., they 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 now "meets expectations" 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 "meets expectations" 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 their 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 their 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 the Agreement, the record of this intervention may be sealed within the personnel file after four (4) years.*
- 13.5.7 *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-reelection 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.*

- 13.6.14 *In the event that a majority of Panel members disagree with a Coach's final evaluation rating of "needs improvement", that final rating may be changed to "meets expectations" with an affirmative vote of at least the majority of the Panel members (per. §13.2.1).*
- 13.6.15 *In cases where a consensus cannot be reached on the Coach's final evaluation rating, (i.e., the Panel is split 4/4 on whether a teacher still "Needs Improvement" or now "Meets Expectations"), the District shall return the teacher to their regular worksite and they shall be evaluated for one (1) additional year by the site Principal. If, at the end of that additional evaluative year, the teacher has still not achieved a "Meets Expectations" rating, and the Principal does 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.*
- 13.6.16 *The Parties agree that a teacher for whom the Panel has authorized an additional year of site level evaluation, per the terms of this MOU, and who then receives an "Unsatisfactory" rating at the end of that additional year of evaluation, shall not have any further right to assistance from the PAR Program. The Parties further acknowledge that the agreement not to extend additional PAR assistance to individual(s) in this circumstance shall not be cited as precedent, should the question of whether teacher(s) may access assistance from the PAR Program more than once in their career(s) become the subject of a future arbitration between the Parties.*
- 13.6.17 *As has always been the case, MDEA will ensure that members are given full due process protection in any unsatisfactory performance dismissal(s) the District may pursue.*

### **13.7 TSA Eligibility Selection Panel (Panel)**

- 13.7.1 As required, the PAR Panel shall meet to review the qualifications of candidates who have applied for a Teacher on Special Assignment (TSA) position within the district.
- 13.7.1.1 To fully implement the parties' intent that all teachers serving in TSA positions, as defined in Article 21 - §21.1 - §21.1.1.3, will have been interviewed and selected from the TSA eligibility list, all TSA's will be required to re-establish their eligibility for a TSA position every three (3) years.

13.7.1.2 This provision shall not apply to teachers assigned to Alternative Education settings.

13.7.2 TSA Candidate Review/Selection Process

13.7.2.1 TSA Candidates will be reviewed/selected for placement on the district's "TSA Eligibility List" based on the following criteria:

- Written application and three (3) recommendations. One must be from the applicant's direct supervisor/evaluator, one must be from a site MDEA Rep (or, if the applicant is not currently an MDUSD employee, from a certificated educator Union Rep at their most recent school site), and one must be from a person who the applicant has coached or mentored.
- Each candidate shall be interviewed by the Panel as a whole and shall be asked to respond to the same interview questions as all candidates being considered for a given TSA position in the same credential area.
  - Candidates who are approved for an interview during the instructional day for a TSA position by the TSA Eligibility Selection Panel will be provided a District-paid substitute, if required.
- At least one (1) classroom observation of the candidate being considered will be made by a team comprised of one (1) teacher and one (1) administrator serving on the TSA Eligibility Selection Panel.

13.7.3 Decisions

13.7.3.1 Decisions shall be made by consensus where possible. Should a vote of the panel be required, each Party, the District and the Association, shall have an equal number of voting members. If the Parties have an unequal number of voting members present in the meeting, the Party with the greater number shall decide which of their members do not cast a vote. Action must be taken on an affirmative vote of at least the majority of the voting panel members present.

13.7.3.2 Decisions reached by the Panel shall be final. Candidates not selected for a given position may request, in writing, the reasons(s) for the Panel's

denial, as well as suggestions as to how they might better prepare themselves for future TSA eligibility.

13.7.4 Creation of TSA Eligibility List

13.7.4.1 The list shall be created annually each school year and shall be updated as needed. Eligible TSAs shall remain on the list for three (3) years.

13.7.4.2 The list shall be separated by elementary and secondary positions.

13.7.4.3 Principals shall only select TSAs from the TSA Eligibility List.

## **ARTICLE 14**

### **SALARIES**

#### **14.1 Salary Increases**

14.1.1 Effective July 1, 2024, the salary schedule shall be increased by nine percent (9%).

#### **14.2 Regulations**

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

#### **14.3 Work Years of Different Length**

14.3.1 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.

#### **14.4 Payroll Period**

14.4.1 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.

14.4.2 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 §14.4.1 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.

14.4.3 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.

14.4.3.1 Option 1: Unit members shall receive twelve (12) monthly payments commencing with the last workday in September and ending with the last workday in August.

14.4.3.2 Option 2: Unit members shall receive eleven (11) monthly paychecks commencing with the last workday

in August and ending with the last workday in June.

- 14.4.4 Unit members initially employed on or after July 1, 2000 may elect to be paid in twelve (12) equal payments for the year, pursuant to Education Code section 45040.

## **14.5 Hourly Compensation**

### **14.5.1 Certificated Hourly Rate**

14.5.1.1 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, non-work days and evenings) shall receive the Certificated Hourly Rate listed on the salary schedules in Appendix A per hour for each additional hour computed to the nearest quarter hour. This amount shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.

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

14.5.1.2.1 Curriculum Development

14.5.1.2.2 Staff Development

### **14.5.2 Summer School Pay**

14.5.2.1 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 the Summer School Rate listed on the salary schedules in Appendix A per hour for each additional hour computed to the nearest quarter hour. This amount shall increase by the same percentage increase applied to the salary schedules, if any, moving forward.

## **14.6 Advanced Degrees/Certifications**

14.6.1 Unit members on the Credentialed Teachers' Salary Schedule with Masters degree(s) and/or Doctorate degree(s) will receive the appropriate Advanced Degree Stipend(s) indicated on the salary schedules in Appendix A for each Masters and/or Doctorate degree held. This stipend shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.

14.6.2 Unit members who hold the following certifications shall be entitled to annual stipend(s) equivalent to the stipends listed in §14.6.1, for each Certification held, provided their assignment utilizes the relevant certification(s):

- National Board Certification (NBC)



- Certificate of Clinical Competence (CCC)
- National Board Certification of School Nurses (NBCSN)
- Bilingual Crosscultural Language in Academic Development (BCLAD)

#### **14.7 Other Stipends**

14.7.1 Unit members assigned to certain positions shall receive the annual stipend listed in §14.6.1 above or in Appendix A, in recognition of their being assigned to a position with workload expectations/impacts which exceed those associated with a regular teaching assignment.

#### **14.8 Standards-Based Intervention Pay**

14.8.1 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 the Standards-Based Intervention Pay hourly rate listed on the salary schedule in Appendix A per hour for each additional hour computed to the nearest quarter hour. This amount shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.

14.8.2 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.

#### **14.9 Special Education Caseload Overage Special Compensation Pay**

14.9.1 The terms of the Special Education Caseload Overage Special Compensation MOU shall be incorporated into the Agreement as Appendix P, and paid using the annual rates listed in the salary schedules in Appendix A.

## 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 a minimum of two (2) hours at the Certificated Hourly Rate, per §14.5.1, for authorized activity supervision. Such pay shall be provided 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
- 15.1.1.1.6 College Night
- 15.1.1.1.7 Freshman Orientation

##### 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. Any member who has earned compensatory time through participation in outdoor/environment education programs may elect to receive pay for all compensatory time hours earned, at the Certificated Hourly Rate, per §14.5.1, in lieu of taking earned compensatory time.

- 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; however, members who elect to be paid for their compensatory time, per §15.2.1 above, must submit a request for payment prior to May 20th of the fiscal year in which the compensatory time was earned.
- 15.2.3 A unit member who does not attend outdoor education may voluntarily exchange assignments with another unit member at their site. If the Principal does not concur with the voluntary exchange, or if the unit member does not voluntarily exchange assignments, the site principal may assign the unit member to other teaching duties at that same school site.

## ARTICLE 16

### EMPLOYEE BENEFITS

#### 16.1 Dental and Vision Premium Payment Plan

The District shall provide full family dental coverage (under Delta Dental) and full family vision coverage under the Vision Services Plan. Such vision and dental coverage shall apply to dependents of unit members who have qualified for coverage under the CalPERS Health Program.

#### 16.2 Medical Benefits and Cash In-Lieu

16.2.1 The District will pay one hundred percent (100%) of the Kaiser CalPERS rate, by level, for single, employee+ 1, and family plan for all of the 2024 and 2025 benefit plan years (January 1, 2024 through December 31, 2025). The full 2025 Kaiser CalPERS rate will establish a new minimum dollar amount of District medical benefits contribution. Effective January 1, 2026 and moving forward, in each subsequent Benefit Year, the District will pay eighty percent (80%) of the annual increase of the Kaiser CalPERS rate for that Benefit Year for each applicable tier; provided that the dollar increase does not exceed four percent (4%) of the then current dollar cost. Should the dollar cost increase in any year exceed four percent (4%), the District share will be calculated to include eighty percent (80%) of the first four percent (4%) increase and the employee's share shall be the remaining twenty percent (20%) of the first four percent (4%) increase.

In any year the increase exceeds four percent (4%), the amount over four percent (4%), shall be paid by the employee, unless the District and MDEA negotiate a different amount. If this is the case, the District share may be less than eighty percent (80%) of the then current Kaiser CalPERS rate.

16.2.1.1 In the event that the dollar cost increase exceeds four percent (4%) and the District/Bargaining unit negotiation regarding any excess percentage share begin, benefit coverage will continue. Members will not be at risk of losing coverage during these negotiations.

16.2.1.2 Effective July 1, 2016: Unit members who work 0.5 FTE or more shall be eligible for health benefits and medical in-lieu payments at the same District contribution rates as full time employees.

16.2.1.3 Effective July 1, 2016, medical in-lieu equal to the highest rate paid for all District bargaining units moving forward (\$1,400 divided by 11 months for 2016-17

school year).

16.2.1.4 Effective July 1, 2017, increase medical in-lieu by same percentage as applied to salary schedule moving forward rounded to the nearest dollar.

16.2.1.5 The annual total for cash-in-lieu is listed on the salary schedule in Appendix A.

### **16.3 Internal Revenue Code Section 125 Plan: (Flexible Spending Arrangement)**

16.3.1 After purchasing medical benefits under CalPERS, 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.

### **16.4 New Unit Members**

16.4.1 New unit members must enroll themselves and their eligible dependents in dental and vision plans within sixty (60) days of the first date of employment. Insurance coverage will begin on the first day of the month following receipt of the dental and vision enrollment form and copies of dependent documents, if applicable, in the Benefits office. The District will provide new unit members with an explanation of these plans in sufficient time to enable meeting the 60-day enrollment deadline.

16.4.2 New unit members hired before the 15th day of the month are eligible for dental coverage on the first (1st) day of the month following the month in which their employment or service begins. New unit members hired after the 15th day of the month are eligible for dental and vision coverage on the first (1st) day of the second (2nd) month of employment. Current dependents must also be enrolled at the same time the new unit member enrolls. Enrollment in dental and vision benefits is mandatory for new unit members.

### **16.5 Payroll Deduction Rights and Information**

16.5.1 In addition to the foregoing District-paid plans, new unit members hired after the fifteenth (15th) of the month are eligible for health benefit coverage under §16.2.1 et seq. on the first (1st) day of the second (2nd) month of employment but may be subject to a two-month deduction for such benefits in the subsequent month. A unit member also may authorize amounts to be withheld for premiums of certain group life, income protection, and liability insurance plans.

### **16.6 Leaves of Absence - Effect on Benefits**

16.6.1 The District will continue the current practice of providing Medical coverage as part of the compensation of unit members on paid

leaves of absence and authorized unpaid family care leaves.

- 16.6.1.1 Unit members on an authorized unpaid Family Care Leave may continue their medical benefits if permitted by and subject to the rules and regulations of the applicable insurance carriers. An invoice will be sent to the unit member on leave for immediate payment of the unit member's portion of the medical premium. It shall be the unit member's responsibility to notify the District of any change in address or family status to ensure continuity of coverages. In the event of a price increase in any of the coverages, the unit member on leave will pay the increase. While on Family Care Leave, the District will continue paying the employer contribution of the medical premium.
  - 16.6.1.2 Unit members on an authorized unpaid leave of absence may continue their medical benefits through the option of self-pay if permitted by and subject to the rules and regulations of the applicable insurance carriers. An employee who wishes to sign-up for self-pay must contact the Benefits Office prior to the commencement of the leave. Unit members will be billed directly by the medical provider. It shall be the unit member's responsibility to notify the District of any change in address or family status to ensure continuity of coverages. In the event of a price increase in any of the coverages, the unit member on leave will pay the increase.
  - 16.6.1.3 The terms of this section shall also apply to members utilizing difference pay for leaves taken pursuant to Ed Code 44977.5 (Paternity and Maternity Leave). If the unit member's portion toward medical premiums exceeds their paycheck while on difference pay, the District will bill them for the difference.
- 16.6.2 The District will continue the practice of providing dental and vision coverage as part of the compensation of unit members on paid leaves of absence and authorized unpaid Family Care Leaves.
- 16.6.2.1 Unit members on an authorized unpaid leave of absence may continue their dental and vision benefits through an option of self-paying. An employee who wishes to sign up for self-pay must contact the Benefits Office prior to the commencement of the leave. Dental and vision benefits will automatically continue through the end of the month in which the

unpaid leave begins. Dental and vision coverage must continue without interruption in order to ensure eligibility and protection at the member's current incentive level.

- 16.6.2.2 An invoice from the Fiscal Department 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 changes in 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 Fiscal Services Department. In the event of a price increase in any of the coverages, the unit member on leave will pay the increase.

## **16.7 Duration of Benefits**

Unit members who work a complete school year shall be provided with dental and vision benefits for the next two months, through August of the following school year, and with medical benefits for the next two months, through August of the following school year if they have been purchased pursuant to section 16.1. 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. 139 days= 75% X 185 days), or the number of workdays that is proportional to 75% of that unit member's required work year if the work year exceeds 185 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**

#### **18.1 Reimbursement**

A unit member who may be required to use their own auto in performance of their duties and a unit member who is assigned to more than one (1) work site shall be reimbursed at a per-mile rate equal to that 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**

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

- 19.1.1.1.1 Sick Leave (§19.3)
- 19.1.1.1.2 Industrial Illness or Accident (§19.4)
- 19.1.1.1.3 Bereavement (§19.5)
- 19.1.1.1.4 Personal Necessity (§19.6)
- 19.1.1.1.5 Jury Duty (§19.7)
- 19.1.1.1.6 Court Appearance (§19.8)
- ~~19.1.1.1.7 Personal Business~~
- 19.1.1.1.8 Paid Military (§19.9)
- 19.1.1.1.9 Sabbatical (§19.10)
- 19.1.1.1.10 Association Business (§19.11 & 19.12)
- 19.1.1.1.11 Layoff Leave (§19.22)
- 19.1.1.1.12 Professional Conference Leave (§19.13)
- 19.1.1.1.13 Pregnancy & Maternity (§19.17)

19.1.1.2 The following leaves of absence without pay are provided:

- 19.1.1.2.1 Improvement of Health (§19.14)
- 19.1.1.2.2 Educational Improvement (§19.15)
- 19.1.1.2.3 Opportunity (§19.16)
- 19.1.1.2.4 Pregnancy & Maternity (§19.17)
- 19.1.1.2.5 Parental (§19.3)
- 19.1.1.2.6 Political (§19.3)
- ~~19.1.1.2.7 Religious Observance~~
- 19.1.1.2.7 General (§19.3)
- 19.1.1.2.8 Pre-Retirement (§19.3)
- 19.1.1.2.9 Family Care Leave (§19.23)

19.1.2 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 Executive Director, Human Resources or designee, 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 substitute management 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 ten (10) sick leave days per school year with full pay to be used in cases of accident, illness, quarantine or other use which complies with relevant statute. 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 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 their own salary and the amount which was, or would have been paid to a substitute, had one been employed, up to a total of five (5) school months in accordance with the regular daily and long-term substitute teacher rates, without regard to the experience schedule and retiree schedule as delineated in Appendix L.*
  - 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 & 19.3.4.6)

- 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 their duties after they have exhausted their "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 they are credentialed and qualified.
  - 19.3.4.7.1 If more than one vacancy exists, the Executive Director of Human Resources or designee shall solicit from the employee their preference.
  - 19.3.4.7.2 The Executive Director of Human Resources or designee shall discuss the placement with the principals at the schools identified as a preference. If deemed appropriate by the Executive Director of Human Resources or designee, 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 Executive Director of Human Resources or designee 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 Executive Director of Human Resources or designee 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 their duties on account of any industrial accident or illness, they shall be paid such portion of the salary due them for any month in which the absence occurs as, when added to this temporary Workers Compensation benefit, will result in payment to the unit member of not more than their full salary.
- 19.4.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a 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 them 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, they shall be entitled to sick leave, and for the purposes of each of these sections, their 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, they may elect to take as much of their accumulated sick leave which, when added to their temporary Workers Compensation benefits, will result in a payment to them of not more than their 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 their 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 they assume 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 their regular duties because of the injury or illness.
- 19.4.12 A unit member returning to their 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 they are able to resume the responsibilities of their 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 their paid sick leave allotment during each school year in case of personal necessity. Upon request, the District may extend the annual use of Personal Necessity leave beyond ten (10) days in exceptional circumstances. Request for such extension of Personal Necessity leave shall be reviewed on a case by case basis; however, the granting of additional Personal Necessity leave shall be equitably applied to all unit members. In cases where the District has concerns regarding a Personal Necessity leave extension, the Executive Director, Human Resources or designee shall consult with MDEA leadership. Such extension of Personal Necessity leave shall not be granted for use under §19.6.1(a), but may be used for situations including, but not limited to, those outlined in §19.6.1.1 - §19.6.1.3.

### **19.6.1 (a) Discretionary Days**

Up to four (4) days of personal necessity may be utilized at the discretion of individual unit members each school year ("Discretionary Days"). Unit members shall give their supervisor three (3) school days advance notice of their intention to use Discretionary Days. Such notice shall be tendered, in writing, and Discretionary Days shall also be entered into the District's substitute notification system at least three (3) school days prior to utilization. Such



Discretionary Days shall be included in the allotted ten (10) days of personal necessity leave which may be used during each school year.

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 their immediate family.

19.6.1.2 Accident, involving their person or property, or the person or property of a member of their immediate family.

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

19.6.1.4 Maternal/Paternal - Birth of their child, or upon their 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 their faith.

16.6.1.6 Personal Business.

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.

## **19.7 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 by 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 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 by 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 them 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 their 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 their 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 their 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 their salary. A unit member awarded a leave for one semester may receive one hundred percent (100%) of their 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 their 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 they remained on duty and any other remuneration they might receive during the sabbatical leave year. The unit member may continue rendering any form of outside employment rendered concurrently with their 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 they fail to render at least two (2) years of service in the employ of the District following their 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 them from 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 their 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 they return 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 designee, one (1) School Board Member, Executive Director, Human Resources, 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. An overall total of twenty- three (23) days of paid leave per year will be provided for this purpose.
- 19.11.2 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/Second Officer Leave**

- 19.12.1 The Board shall grant, upon request, a paid leave to the President and a second officer of the Association's choosing during their term(s) of office. The Association shall reimburse the District for the actual amount of the President's and second officer's (if applicable) dental and vision benefits and the total salary and fixed costs of a Class I, Step 1 teacher for each released officer, including their respective 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 their terms in office, the MDEA president and second release officer (if applicable) shall be offered an assignment at their previous work sites provided that the assignment(s) have 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 and/or second release officer may decline this option and exercise involuntary transfer return rights (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 their 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 their principal, program administrator, or appropriate Assistant Superintendent. If approved, the unit member will receive the difference between their 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 for 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 the pregnancy. The unit member may use sick leave when they have 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 their care. Any extension of such leave shall be granted as provided in §19.2.6.
  - 19.18.1.1 The District shall provide paid leave to unit member(s) for the purpose of caring for any child entrusted to their care, in accordance with the provisions of AB 375. In order to qualify to receive differential pay under AB 375 leave, members must first have exhausted all accumulated sick leave. Unit members may not access their individual sick leave for the illness or disability of others except as **specifically provided in §19.6.1.1.**

### **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 their term or terms in office. The unit member on leave shall notify the Board of their 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 Executive Director, Human Resources 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 their 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, they 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.

### **19.24 Catastrophic Sick Leave Bank**

The parties have established a Catastrophic Sick Leave Bank (CSLB or Bank) for permanent, active members. The maximum number of days the Bank may contain during any one year shall be limited to no more than 50 days more than the number of teachers currently enrolled in the Bank. Annually, during September, unit members shall be asked if they wish to participate in the Bank. However, eligible members may join the bank at any time subject to the limitations in §19.24.2 (c). In order to participate, an eligible unit member need not have any remaining banked sick leave days on the first required workday, since annual sick leave days are not credited until the August pay warrant. The maximum annual contribution, if any, shall be set by the CSLB Committee (Committee), but in no event greater than one (1) day, or the fraction of a day necessary to maintain the Bank at the minimum level. The minimum level shall be defined as the point at which the number of days in the CSLB drops to one-half of the number of members enrolled in the bank. For example, if the current year membership in the Bank is 1,500 and the number of days in the Bank drops to 750, the Committee would set a contribution of one-half (1/2) additional day of sick leave to maintain current members' eligibility in the CSLB, and to ensure that the Bank is replenished to the point that the total number of days in the Bank is equal to the current number of CSLB members. The maximum lifetime withdrawal by any one unit member shall be seventy-five (75) days. Rules of the program shall be developed by the Committee using a consensus model. The Committee shall be made up of two (2) members appointed by the Association and one (1) member appointed by the District. Approval of applications for withdrawals is vested solely in the Committee and shall be determined by majority vote.

#### 19.24.1 Catastrophic Leave Days

- a. For the purposes of this section, a "day" shall be any day a unit member is expected to be on duty during the regular school year, as determined by the terms of the Agreement.
- b. Days in the CSLB shall accumulate from year to year, not to exceed 50 days more than the number of unit members currently enrolled in the Bank.
- c. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the CSLB participant.

#### 19.24.2 Eligibility and Contributions

- a. All permanent unit members on active duty with the District are eligible to contribute to the CSLB, subject to the conditions set forth in §19.24 above.
- b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. Unit members who elect not to join the CSLB upon first becoming eligible have a waiting period of thirty (30) calendar days after joining the Bank, before becoming eligible to withdraw from the Bank. Eligible unit members may enroll in the Bank from the first workday of the school year through September 30 of that same school year.
- d. The contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until canceled by the unit member.
- e. Cancellation occurs automatically whenever a unit member fails to make, if required, their annual contribution to assessment. Cancellation on the proper form may be effected at any time. The unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member or Bank effects cancellation.
- f. Contributions shall be made during the month of September of each year. Unit members returning from extended leave, which included the enrollment period, will be permitted to contribute within thirty (30) calendar days of returning to or beginning work. District shall supply enrollment forms for the CLSB to all qualified members and to those unit members returning from leave.
- g. The annual rate of contribution by each participating unit member for each school year shall be determined by the

committee provided, however, the minimum contribution to join the bank shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.

- h. Unit members are eligible to use leave for the bank for their own catastrophic illness or injury only and shall not be entitled to use the leave to care for sick family members and dependents.

#### 19.24.3 Withdrawal From the Bank

- a. Catastrophic Leave Bank participants whose sick leave benefits are exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that seriously incapacitates the unit member for more than ten (10) consecutive duty days and may include, but not be limited to: Traumatic brain injuries, stroke, effects of HIV, heart ailments, paralysis, etc. Stress shall not be deemed a catastrophic illness under this Article; however, physical manifestations of stress may qualify as catastrophic illness, pending a medical review by a physician of the Committee's choice and at the unit member's expense, per §19.24.3 (g). If a reoccurrence or a second illness or injury incapacitates a unit member within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive days.
- b. Unit members who have exhausted their accrued sick leave, but still have differential leave available are eligible for a withdrawal from the CSLB. The District shall pay the unit member full pay and the Bank shall be charged one-half (1/2) day per paid day. Unit members receiving income protection benefits shall be eligible for their daily rate of pay, and the Bank shall be considered a secondary payer. CSLB leave is not intended to extend the 5 school months of extended leave allotted unit members pursuant to Education Code section 44977. Rather, deductions from the bank shall run concurrently with the 5 school months allotted by Ed Code section 44977.
- c. The first ten (10) days of illness or disability must be covered by the unit member's own sick leave, differential leave, or leave without pay the first time said unit member qualifies for a withdrawal from the Bank. For subsequent withdrawals within the twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the unit member's own sick leave, differential leave, or leave without pay.

- d. If a unit member is incapacitated, applications may be submitted to the Committee by the participant's legal agent or member of the unit member's immediate family.
- e. Withdrawals from the CSLB shall be granted in units of no more than twenty (20) duty days. Unit members may submit requests for extensions of withdrawals as their grants expire. A unit member's maximum withdrawal from the Bank shall not exceed seventy-five (75) days for the employee's lifetime of employment.
- f. Unit members applying to withdraw or extend their withdrawal from the CSLB will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. CSLB Committee members shall keep information regarding the nature of the illness confidential. Notwithstanding the requirement to maintain the confidentiality of information relative to the nature of a unit member's illness, there shall be no penalty to the Committee or to the District for unintentional disclosures of such information.
- g. If a unit member has drawn twenty (20) CSLB days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice and at the unit member's expense. The Committee shall choose only a physician who qualifies under a District CalPERS offered insurance policy. Refusal to submit to the medical review will terminate the unit member's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal.
- h. Leave from the Bank may not be used for illness or disability which qualifies the unit member for Workers' Compensation benefits unless the unit member has exhausted all temporary Workers' Compensation leave, their own sick leave, and provided further that the unit member signs over any Workers' Compensation checks for temporary benefits to the District. If there are any Workers' Compensation checks signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment is equivalent to a regular day of pay at the negotiated rate for that unit member. If the District challenges the Workers' Compensation claim, the unit member may draw from the Bank but, upon settlement of the claim, if the claim shall be determined to be valid, the Bank shall be proportionately reimbursed the days by the District.

- i. If the CLSB does not have sufficient days to fund a withdrawal request, neither the Committee nor the District is under obligation to provide days. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason for the denial.
- j. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in previous stated sections, whichever is greater.
- k. Unless specifically allowed by statute, employees shall not be entitled to accrue sick or personal leave during the time they are using leave from the Bank.

#### 19.24.4 Administration of the Bank

- a. The CSLB MDEA members of the committee shall have the responsibility of maintaining the records of the CSLB and the District shall be responsible for verifying the validity of requests, such as ensuring that applicant has a note on file confirming that they are under a physician's care and are unable to work. The Association shall cover the cost of release time provided for the appointed MDEA CSLB Committee members to fulfill the requirements outlined in this section.
- b. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve or disapprove all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability, assuming, of course, that all illnesses or injuries for which leave is requested are catastrophic.
- c. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- d. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
- e. By October 15 of each school year, the Committee shall determine the following:
  - i. The total number of accumulated days in the Bank on June 30th of the previous school year.
  - ii. The number of days contributed by unit members. for the current year.
  - iii. The names of contributing unit members.

- f. Twice annually, the District shall provide the following:
  - i. The names of any additional unit members who have joined.
  - ii. The names of any unit members who have cancelled participation.
  - iii. The total number of days in the Bank at the end of the semester.
  - iv. The total number of days added to the Bank by new participants.
  - v. The total number of days awarded during the previous semester and to whom they were awarded.
- g. Any unresolved dispute between Committee and the District regarding accounting of CSLB days shall be submitted to representatives of MDEA and District for resolution.
- h. If the CSLB is terminated for any reason, the days remaining shall be returned to the then current members of the Bank, proportionately. Provisions of this Article are to be reviewed annually by the CSLB Committee and any suggested revisions submitted to MDEA and District for negotiations.
- i. In the event that circumstances arise that are not covered by the guidelines of this document, the Committee reserves the right to make decisions.
- j. The provisions of this Article shall not be subject to the grievance procedures.

\* The Parties agree to update the Maternity Pamphlet (Appendix M in the expired 2016-18 Agreement) to reflect current law.

\* The Parties agree to update contract language in Article 19 – Leaves, and any other relevant contract Article(s) to reflect recent changes in the law regarding maternal/paternal bonding leaves, California Family Rights Act (CFRA) leave, Family Medical Leave Act (FMLA) leave, using accumulated sick leave to care for a family member, etc.

\* A link will be provided to the District's website which will have information on how each type of leave can be utilized.

## ARTICLE 20

### SPECIAL EDUCATION

#### 20.1 Special Day Classes

20.1.1 No Special Day Class teacher shall be assigned any student whose disabilities 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 their original site within the same year as they were assigned to multiple sites, they shall be entitled to return to the full-time position at the original site.

20.2.2.2 Elementary Resource Specialists who are assigned to "Hybrid RSP/IIST" positions and who have room on their caseload may serve the number of RTI students indicated on the RSP/IIST workload protection MOU, attached as Appendix "N" of this Agreement. Total RTI students served per week shall not exceed the number indicated on

the "IIST and/or Hybrid RSP/IIST Weekly Workload Limit Chart" (Appendix N (1)) of this Agreement.

#### 20.2.3 Coordination/Training

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.

20.2.3.2 Special Education teachers with less than two (2) years of experience as a teacher of Special Education students will receive District-provided training on writing IEPs, conducting IEP meetings and on the use of the District's Special Education Information System (SEIS) software. Such training shall take place within the first thirty (30) days of employment and shall be scheduled on a regular workday within required site time.

### 20.3 Other Special Education Programs

20.3.1 Teachers in all other Special Education Programs shall not be required to provide RTI services to Non-Special Education students in addition to their assignment as a full or part-time Special Education teacher.

### 20.4 Individual Education Program Scheduling

20.4.1 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.

### 20.5 Assistant Services to Special Education Teachers

20.5.1 Resource Specialists 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.

20.5.2 Each Special Education teacher utilizing the services of one (1) or more assistant(s) shall, at their 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.

20.5.3 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.



- 20.5.4 Each unit member utilizing the services of an assistant may submit annually a written assessment of assistant services in their classroom and make recommendations for appropriate training and/or in-service to the supervising administrator. Incorporation of such assessment into the formal evaluation of the assistant shall be at the discretion of the supervising administrator.
- 20.5.5 In the event that a member feels additional support is needed to address ongoing student needs, refer to Article 6.1.16.

## **20.6 Extended Year Program**

- 20.6.1 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, §14.5.2.
- 20.6.2 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.
- 20.6.3 Tentative extended year summer school assignments shall be made no later than May 15.
- 20.6.4 Notification of assignment to extended year summer school shall be in writing and shall include the tentative location of the assignment.
- 20.6.5 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.
- 20.6.6 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 additional day.

## **20.7 504 Process**

- 20.7.1 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.

#### 21.3 TSA Selection Process

21.3.1 Teachers shall be selected for TSA eligibility per the procedures outlined in Article 13, §13.7 - §13.7.4. Any unit member who is released from their regular assignment for more than 20% of their workday and whose job duties include peer coaching/support, shall be vetted through the TSA selection process. This 20% threshold shall not apply to teachers who are released to facilitate WASC reviews or whose job assignment includes a release period to coordinate a given program, e.g. AVID, ELL Coordinator, PBIS Coordinator.

21.3.2 To facilitate the terms of the TSA selection process, a list of all current TSAs, as well as teachers who have been approved for assignment as a TSA, will be provided to the Association annually. This list shall include the name, worksite location(s), job title and funding source for each teacher currently assigned/eligible for TSA service, and the number of year(s) remaining on their three (3) year eligibility term.

#### 21.4 Per-Diem Pay Limitation for TOSAs/Coaches

21.4.1 Up to ten (10) days pay at per-diem shall be provided to TSAs/Coaches who plan and/or provide training, workshops or other professional development on non-work days or after work hours.

21.4.1.1 Work on special projects to support the work of the coaching model shall also be eligible for per-diem pay, up to the ten (10) maximum days allowed per school year, provide such work takes place on non-work days,

or after work hours, and that written approval has been granted by the appropriate supervising administrator prior to the work being performed.

- 21.4.1.2 All work performed at the per-diem rate shall be logged documenting the dates and hours spent, including a description of the work completed, and submitted to the appropriate supervisor, who will submit the log to the Instructional Support Office for approval.
- 21.4.1.3 Once ten (10) days at per-diem pay have been exhausted, TSAs or Coaches who are authorized to plan, or present professional development on non-work days shall be paid at the Certificated Hourly Rate, per §14.5.1.
- 21.4.1.4 No coach or TSA shall be assigned mandatory conference attendance on a non-work day; however, Coaches or TSAs who choose to attend a District-offered conference on a non-work day shall be paid at the Certificated Hourly Rate, per §14.5.1.
  - 21.4.1.4.1 Classroom teachers who receive a TSA stipend shall not be eligible for per-diem pay in excess of their annual 185-day work year.
- 21.4.1.5 TSAs or Coaches who attend District-approved conferences or trainings for which the District covers expenses (e.g., travel, lodging and meals) shall not be entitled to compensation for time spent attending such conferences or trainings, or for travel time to or from an approved conference or training.

## ARTICLE 22

### RETIREMENT PLANS & RETIREE HEALTH/DENTAL BENEFITS

#### 22.1 Part-time Employment Leading to Retirement (Willie Brown Program)

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 Human Resources Office by February 15 in the year previous to the school year in which the unit member intends to participate in the program. In January, the Director of Human Resources, or their designee will hold an informational meeting to review Article 22.1 of the collective bargaining agreement if positions are available or being added for the next year.
- 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 Beginning in the spring of 1999, 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:

21.1.11.1	Normal Length of Student Day	Pay Per Period
21.1.11.1.1	6 periods	1/5 full-time rate
21.1.11.1.2	7 periods	1/6 full time rate

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

21.1.12.1	Normal Length of Student Day	Pay Per Period
21.1.12.1.1	6 periods	1/6 full-time rate
21.1.12.1.2	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:

### **22.2.1.1 Early-Out Plan (E.C. §24203)**

22.2.1.1.1 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).

### **22.2.1.2 Limited Term Reductions (E.C. §24211)**

22.2.1.2.1 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).

### **22.2.2 Savings Clause**

22.2.2.1 In the event that legislative authorization for any of the Early- Out Retirement Plans described in §22.2.1.1 and §22.2.1.2 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.

## **22.3 Post-Retirement Contract for Service**

22.3.1 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.

### **22.3.2 Committee**

22.3.2.1 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.

### **22.3.3 Procedure**

22.3.3.1 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.

### **22.3.4 Implementation**

22.3.4.1 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 their contract of employment.

- 22.3.4.2 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 their retirement until after the Board has acted upon their proposal contract.
- 22.3.4.3 The retiring employee shall be at least age fifty-five (55) at the time of retirement.
- 22.3.4.4 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.
- 22.3.4.5 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.
- 22.3.4.6 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.
- 22.3.4.7 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 §22.3.2 and §22.3.3 and by the Board of Education.
- 22.3.4.8 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 their unsatisfactory evaluation.
- 22.3.4.9 Duration of participation by one (1) individual shall be determined by the committee.
- 22.3.4.10 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:
  - 22.3.4.10.1 Demonstrated leadership in District, school

- and/or professional organizations.
- 22.3.4.10.1 Publications
- 22.3.4.10.1 Nomination by peers
- 22.3.4.10.1 Actual verified previous experience in the special field of contribution.
- 22.3.4.10.1 Experience in teaching the aspects or content
- 22.3.4.11 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:
  - 22.3.4.11.1 Staff development (such as):
    - 22.3.4.11.1.1 Curriculum/instruction in specific discipline(s)
    - 22.3.4.11.1.2 General management methods
    - 22.3.4.11.1.3 Contract management methods
    - 22.3.4.11.1.4 Improving effectiveness of aides
  - 22.3.4.12.1 Direct services (such as):
    - 22.3.4.12.1.1 Clinical
    - 22.3.4.12.1.2 Committee (E.A.S., S.A.T.)
    - 22.3.4.12.1.3 Compliance reviews (such as):
      - 22.3.4.12.1.3.1 504 sites, facilities, programs
      - 22.3.4.12.1.3.2 94-142
  - 22.3.4.13.1 Planning (such as):
    - 22.3.4.13.1.1.1 Sites and their use - equipment control, materials, dispersal, inventory control
    - 22.3.4.13.1.1.2 Trends - population/demographics
    - 22.3.4.13.1.1.3 Programs
    - 22.3.4.13.1.1.4 Vo-Ed
    - 22.3.4.13.1.1.5 Environmental Education
    - 22.3.4.13.1.1.6 Curriculum development
    - 22.3.4.13.1.1.7 Material development for Instructional Materials Services
    - 22.3.4.13.1.1.8 Demonstration teaching 2
    - 22.3.4.13.1.1.9 Updating and revision of employee handbooks
    - 22.3.4.13.1.1.10 Assisting in the development of in-service program
    - 22.3.4.13.1.1.11 Updating and revision of other school district publications (Volunteer Aide Handbook, Noon Supervisor Handbook, Learning Center Instructional Assistant Handbook, Substitute Teacher Handbook, etc.)
    - 22.3.4.13.1.1.12 Helping with staffing programs
    - 22.3.4.13.1.1.13 Analysis of testing data



- 22.3.4.13.1.1.14 Updating and revision of school policies and regulations
- 22.3.4.13.1.1.15 Project writing
- 22.3.4.13.1.1.16 Project evaluation
- 22.3.4.13.1.1.17 Tutoring
- 22.3.4.13.1.1.18 Retirement counselor
- 22.3.4.13.1.1.19. Coordinator of volunteers
- 22.3.4.13.1.1.20. School Attendance Review Board
- 22.3.4.13.1.1.21. Child Welfare and Attendance

22.3.4.14 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.

22.3.4.15 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.

## **22.4 Retiree Medical/Dental Benefits**

### **22.4.1 Medical and Dental Benefits for a Spouse or Eligible Dependent**

22.4.1.1 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 the first day of the month in which 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-three (63). Employees who retire after the end of the fiscal year (July 1 - June 30) in which the employee reaches age 63, shall be eligible for medical benefits for the retiree only, until the first day of the month in which the retiree reaches age 65. Eligible employees must complete the appropriate applications in the Office of General Counsel at least thirty (30) days prior to their retirement date in order for reimbursement of medical benefits to begin immediately upon retirement.

#### **22.4.1.2 Retiree Medical and Dental Benefits Vesting Period**

Effective January 1, 2012, new hires, in order to be eligible for retiree medical and dental benefits, must have worked at the District in a certificated position for at least five (5) years prior to

retirement, and must be eligible to retire. Unit members who have met the 5 year vesting period and who retire during the term of an approved leave, shall retain eligibility for retirement medical and dental benefits, per the terms and conditions of the expired July 1, 2010 - June 30, 2011 Agreement. Eligibility for Retiree Medical/Dental benefits under this section shall be subject to requirements/conditions imposed by carriers, per §22.7.1 of the expired July 1, 2010 - June 30, 2011 Agreement.

## **22.5 CalPERS Payment**

- 22.5.1 The District's medical benefit allocation for each eligible retiree electing to be covered will be the minimum employer contribution (hereafter "MEC") rate for CalPERS per retiree per month as required by SB 1464 and set forth in the Government Code. In addition, the district will contribute to each retiree who qualifies under Section 22.4.1, on an individual basis an amount which, when added to the MEC set forth in this section, will cover the medical plans as provided in section 22.4.1, to the extent more specifically set forth in section 22.5.2 below.
- 22.5.2 The District's medical benefit allocation for each retiree, in addition to the MEC set forth in section 22.5.1 above, shall be as follows:
- 22.5.2.1 **Current Retirees (as of July 1, 2004):** The District shall continue to contribute an amount which when added to the amount set forth in section 22.5.1 (the MEC), 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.
- 22.5.2.2 **Employees Who Retire On or BEFORE June 30, 2007:** As to all employees who retire on or before June 30, 2007, the District shall continue to contribute an amount which, when added to the amount set forth in section 22.5.1 (the MEC), 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.
- 22.5.2.3 **Employees Who Retire On or AFTER July 1, 2007:** As to all employees who retire on or after July 1, 2007, the District shall contribute an amount which, when added to the amount set forth in section 22.5.1 (the MEC), will provide a total monthly contribution equal to the following:
- Retirees in Kaiser Service Areas:** The rate for HMO

coverage under the CalPERS Kaiser Plan, adjusted annually for the term of the agreement, **UNLESS** the retiree's primary residence is outside a Kaiser service area as defined by Kaiser pursuant to section 22.7.1.

•**Retirees Outside Kaiser Service Areas:** The retiree shall provide sufficient written proof to the District that the retiree's primary residence is outside a Kaiser service area as defined by Kaiser pursuant to section 22.7.1. Upon receipt and verification of such documented proof, the District shall continue to contribute an amount which, when added to the amount set forth in section 22.5.1 (the MEC), will provide a total monthly contribution up 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. This shall be the District's maximum contribution amount; if the retiree's medical plan is less than this amount, the District shall contribute this lower amount.

•**Change of Residence/Medical Plan After Retirement:** Every retiree shall be responsible for notifying the **District** in writing of a change in primary residence that would impact the District's maximum contribution as set forth above (e.g., moving to, or outside of a Kaiser service area as defined above and/or moving to a different medical plan if outside of a Kaiser service area). Retirees who change primary residence shall be eligible to change their medical plan coverage as permitted by CalPERS pursuant to section 22.7.1. However, the District shall automatically adjust its contribution level, as provided above when the employee changes primary residence and is eligible for a change in coverage as permitted by CalPERS pursuant to section 22.7.1, in accordance with the provisions set forth above, regardless of whether the retiree changes medical coverage.

22.5.2.4 **"Flex Dollars" for Retirees:** All current retirees (as of July 1, 2004) and employees who retire on or before June 30, 2007 shall continue to be eligible to receive "flex dollars" through June 30, 2007, should they elect medical coverage through CalPERS which is less expensive than the District's maximum contribution as set forth above. Effective July 1, 2007, all "flex dollars" shall be discontinued.

22.5.2.5 By way of example only, the highest HMO rates are as

follows for 2006:

One-party premium           \$425.50 per month

Two-party premium           \$851.00 per month

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

- 22.5.2.6 Should the retiree enroll in a more expensive plan, the District's obligation is limited to the lower amounts as set forth above.
- 22.5.2.7 The District will continue to pay the cost of dental insurance, subject to the requirements of section 22.4.1.1, adjusted annually for the term of the Agreement.
- 22.5.3 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.

**22.6 Benefits for Retirees Who Retire After Age 63**

- 22.6.1 Retirees who retire after the fiscal year in which they turn age 63 shall be provided district paid medical coverage through the month prior to which they turn age 65 (pursuant to §22.5, above). This benefit applies to the employee only.

**22.7 Requirements/Conditions Imposed by Carriers**

- 22.7.1 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 or digital material or drafts written or digital material for placement in a unit member's personnel file shall sign the material and signify the date on which material was drafted. All District-generated materials placed in a personnel file shall include indicate the date that the material was sent to the employee. Bargaining unit members who submit materials to the District that are necessary to include in their personnel file shall be offered, and upon request, be provided a copy of date stamped materials.
- 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 their 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 Human Resources Office
  - 23.3.1.1 The District shall maintain the official file in the Human Resources 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 §23.3.2.1.1 through §23.3.2.1.4 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 Human Resources office which shall be opened only with the written permission of the unit member or upon receipt by the District of a valid subpoena, court order, or Public Records Act request compelling disclosure of such material. Disclosure of such material upon receipt by the District of a valid subpoena, court order, or Public Records Act request shall only be released by the District's Associate General Counsel.

23.4.2 Except as provided in Education Code sections 44944 or 44944.1, 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 as permitted by law 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, court order, or Public Records Act request 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, court order, or Public Records Act request to the affected employee at the employee's last address of record. Disclosure of such material upon receipt by the District of a valid subpoena, court order, or Public Records Act request shall only be released by the District's Associate General Counsel, and only after the affected employee has been provided the copy. Unless legal timelines cannot be followed otherwise, the District shall not disclose any of these materials until after the

employee has received their copy of the subpoena, court order, or Public Records Act request.

## **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 their 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, the principal shall provide the unit member with a 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.
  - 23.5.4.1 §23.5.4 shall not apply in harassment complaint cases where the person making the complaint alleges sexual harassment or any other form of prohibited harassment.

**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 Executive Director, Human Resources to develop an appropriate program.



## ARTICLE 25

### PROFESSIONAL DEVELOPMENT ADVISORY COMMITTEE

#### 25.0 Purpose of the Committee

- 25.0.1 To approve professional development for advancement on the salary schedule.
- 25.1 The "Professional Development Advisory Committee" 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.
- 25.2 All offerings shall be approved in advance by the Professional Development Advisory Committee. Any flier or advertisement for the offering shall clearly state that it has been approved by the Professional Development Advisory Committee and shall state the number of District units which will be earned.
- 25.3 Credit for salary schedule movement shall be on increments of half (1/2) or full units. To qualify for a half (1/2) unit of credit the professional growth activity must consist of seven and a half (7<sup>1</sup>/<sub>2</sub>) hours of actual classroom attendance, virtual classroom attendance, and/or assigned learning time or assigned activities. A full unit must consist of fifteen (15) hours of actual classroom attendance, virtual classroom attendance, and/or assigned learning time/ activities.

#### 25.4 Professional Development Advisory Committee Membership

- 25.4.1 The Professional Development Advisory Committee shall be composed of three (3) MDEA representatives - one from elementary, and one from secondary, and MDEA's Professional Development Advisory Committee Chairperson. The district shall appoint three (3) representatives to the Committee, one of whom shall be the Executive Director or Chief, Instructional Support.
- 25.4.2 The Professional Development Advisory Committee shall select its own chair.
- 25.4.3 Decisions shall be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least four (4) members.
- 25.4.4 The Professional Development Advisory Committee shall hold its first meeting each year by the 20<sup>th</sup> work day.

**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 Human Resources Department 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.
  - 26.2.1 After members have been selected to fill projected vacancies and it becomes apparent that fewer Summer School teachers are required than have been hired, decisions on retention of staff for available positions shall be seniority based.
- 26.3 Application of this Article is contingent on the District's decision to offer a summer school program.
- 26.4 Summer school pay is addressed in Article 14.5.2.1.

## ARTICLE 27

### DISCIPLINE SHORT OF DISMISSAL

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 Suspensions without pay shall not reduce or deprive the unit member of health and welfare benefits.
- 27.6 This Article shall not apply to the imposition of discipline pursuant to the provisions of Education Code sections 44939, 44940 and 44942.

## **ARTICLE 28**

### **FACULTY ADVISORY COUNCIL/FACULTY SENATE**

- 28.1 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:
- 28.1.1 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.
  - 28.1.2 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 29**

### **ACADEMIC FREEDOM**

- 29.1 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.
- 29.2 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) 2024-2025 Teachers' 185-Day Salary Schedule
- Appendix A(2) 2024-2025 Teachers' 190-Day Salary Schedule
- Appendix A(3) 2024-2025 Teachers' 195-Day Salary Schedule
- Appendix A(4) 2024-2025 Teachers' 207-Day Salary Schedule
- Appendix A(5) 2024-2025 Teachers' 212-Day Salary Schedule
- Appendix B Supplemental Compensation Schedule Effective July 1, 2024
- Appendix C 2024-2025 School Calendar  
WILLIE BROWN
- 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 E(3) Class Size Grievance Form
  
- Appendix F(1) Evaluation of Certificated Teaching Personnel
- Appendix F(2) Evaluation of School Nurse
- Appendix F(3) Teaching Standards
  
- 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 Catastrophic Leave Bank Form
- Appendix K Additional High School and Middle School Stipends
- Appendix L Substitute Teacher Daily Rates
- Appendix M Maternity Leave Pamphlet
- Appendix N MOU - RSP/IIST Position Workload Protection
- Appendix O MOU - Work Stations, By School Site and Lab Classrooms
- Appendix P MOU -Special Education Caseload Overage Special Compensation
- Appendix Q MOU - Allocating Time on Elementary Early Release Days

**Mt. Diablo Unified School District**

**Mt. Diablo Education Association (Teachers: 185 days)  
Salary Schedule – 2024 - 2025**  
(9% increase effective 7/1/24)

Units Steps	0 - 44 Class I	45 – 59 Class II	60 - 74 Class III	75 + Class IV
1	\$65,421.55	\$66,916.35	\$68,873.65	\$70,888.30
2	\$66,696.20	\$68,777.45	\$70,943.80	\$73,178.60
3	\$68,400.05	\$70,634.85	\$73,084.25	\$75,555.85
4	\$70,168.65	\$72,680.95	\$75,302.40	\$78,010.80
5	\$71,985.35	\$74,728.90	\$77,600.10	\$80,576.75
6	\$73,852.00	\$76,837.90	\$79,971.80	\$83,233.35
7	\$75,779.70	\$79,024.60	\$82,426.75	\$85,988.00
8	\$77,766.60	\$81,281.60	\$84,974.20	\$88,842.55
9	\$79,805.30	\$83,610.75	\$87,606.75	\$91,804.40
10	\$81,914.30	\$86,010.20	\$90,324.40	\$94,879.10
11	\$81,914.30	\$88,494.75	\$93,149.35	\$98,072.20
12	\$81,914.30	\$91,053.30	\$96,064.95	\$101,383.70
13	\$81,914.30	\$91,053.30	\$99,089.70	\$104,817.30
14				\$106,049.40
15				\$107,298.15
16				\$108,563.55
17				\$109,841.90
18				\$111,135.05
19				\$112,441.15
20				\$113,769.45
21				\$115,107.00
22				\$116,464.90
23				\$117,835.75
24				\$119,221.40
25				\$120,623.70

Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.

**ADVANCED DEGREES**

MDEA personnel will receive a stipend above base salary placement for the following:

- Master's Degree from an accredited institution - \$1,734
- Doctorate (e.g. Ed. D or Ph. D) from an accredited institution - \$1,734
- National Board Certification - \$1,734
- Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - \$1,734
- Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC) - \$1,734
- School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation - \$1,734

Certificated Hourly Rate\*: \$40.82

Standards Based Intervention Hourly Rate\*: \$45.36

Curriculum Development Hourly Rate\*: \$40.82

Summer School Hourly Rate\*: \$45.36

\* Per Article §14.5.1.1, §14.5.2.1 and §14.8.1 these amounts will increase by the same percentage applied to the salary schedule, if any, each year.

Class size Overage Rates:

- General Education: \$31.00 per student per day
- Elementary PE and all Secondary: \$6.20 per student per period per day
- Special Education:

Assignment	Caseload	Overage	Overage Rate	Rate as percent of
	Maximum	Maximum	per student per day	Step One, Column One
Elementary SDC – SH	9	1	\$92.96	0.1421%
Secondary SDC – SH	11	1	\$92.96	0.1421%
Full Inclusion Facilitators	11	1	\$92.96	0.1421%
Preschool SDC	12	1	\$92.96	0.1421%
Elementary SDC – LH	15	1	\$92.96	0.1421%
Secondary SDC – LH	15	1	\$92.96	0.1421%
Elementary Adaptive PE	18	1	\$92.96	0.1421%
Secondary Adaptive PE	20	1	\$92.96	0.1421%
Resource Specialist	28	2	\$61.95	0.0947%
Speech Pathologist	55		\$31.01 **	0.0474%

Key: SDC – Special Day Class; SH – Severely Handicapped; LH – Learning Handicapped

\*\* Speech Pathologists rates based on number of sessions with student rather than days

**IEP Development Rates (for overages only and with advance approval):**

30-Day: \$392.56

Other: \$628.10

Annual: \$628.10

Triennial: \$863.64

Case management: \$235.54 per month

Hourly Rate: \$78.51

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**Benefits Cash-in-Lieu Amount (Annual for full-time FTE): \$2,060**

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**PLACEMENT ON SALARY SCHEDULE**

All classification units must conform to District requirements.

Class I: Teachers with a B.A. degree plus up to 44 semester units

Class II: Teachers with a B.A. degree plus 45 semester units

Class III: Teachers with a B.A. degree plus 60 semester units

Class IV: Teachers with a B.A. 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.

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**SERVICE CREDIT**

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**Mt. Diablo Unified School District**

**Mt. Diablo Education Association (TISP Co-Leads: 190 days)  
Salary Schedule – 2024 - 2025**  
(9% increase effective 7/1/24)

Units Steps	0 - 44 Class I	45 - 59 Class II	60 - 74 Class III	75 + Class IV
1	\$67,189.70	\$68,724.90	\$70,735.10	\$72,804.20
2	\$68,498.80	\$70,636.30	\$72,861.20	\$75,156.40
3	\$70,248.70	\$72,543.90	\$75,059.50	\$77,597.90
4	\$72,065.10	\$74,645.30	\$77,337.60	\$80,119.20
5	\$73,930.90	\$76,748.60	\$79,697.40	\$82,754.50
6	\$75,848.00	\$78,914.60	\$82,133.20	\$85,482.90
7	\$77,827.80	\$81,160.40	\$84,654.50	\$88,312.00
8	\$79,868.40	\$83,478.40	\$87,270.80	\$91,243.70
9	\$81,962.20	\$85,870.50	\$89,974.50	\$94,285.60
10	\$84,128.20	\$88,334.80	\$92,765.60	\$97,443.40
11	\$84,128.20	\$90,886.50	\$95,666.90	\$100,722.80
12	\$84,128.20	\$93,514.20	\$98,661.30	\$104,123.80
13	\$84,128.20	\$93,514.20	\$101,767.80	\$107,650.20
14				\$108,915.60
15				\$110,198.10
16				\$111,497.70
17				\$112,810.60
18				\$114,138.70
19				\$115,480.10
20				\$116,844.30
21				\$118,218.00
22				\$119,612.60
23				\$121,020.50
24				\$122,443.60
25				\$123,883.80

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- Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - \$1,734
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Certificated Hourly Rate\*: \$40.82

Standards Based Intervention Hourly Rate\*: \$45.36

Curriculum Development Hourly Rate\*: \$40.82

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**Mt. Diablo Education Association (TISP Lead; School Counselors: 195 days)  
Salary Schedule – 2024 - 2025**

(9% increase effective 7/1/24)

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1	\$68,957.85	\$70,533.45	\$72,596.55	\$74,720.10
2	\$70,301.40	\$72,495.15	\$74,778.60	\$77,134.20
3	\$72,097.35	\$74,452.95	\$77,034.75	\$79,639.95
4	\$73,961.55	\$76,609.65	\$79,372.80	\$82,227.60
5	\$75,876.45	\$78,768.30	\$81,794.70	\$84,932.25
6	\$77,844.00	\$80,991.30	\$84,294.60	\$87,732.45
7	\$79,875.90	\$83,296.20	\$86,882.25	\$90,636.00
8	\$81,970.20	\$85,675.20	\$89,567.40	\$93,644.85
9	\$84,119.10	\$88,130.25	\$92,342.25	\$96,766.80
10	\$86,342.10	\$90,659.40	\$95,206.80	\$100,007.70
11	\$86,342.10	\$93,278.25	\$98,184.45	\$103,373.40
12	\$86,342.10	\$95,975.10	\$101,257.65	\$106,863.90
13	\$86,342.10	\$95,975.10	\$104,445.90	\$110,483.10
14				\$111,781.80
15				\$113,098.05
16				\$114,431.85
17				\$115,779.30
18				\$117,142.35
19				\$118,519.05
20				\$119,919.15
21				\$121,329.00
22				\$122,760.30
23				\$124,205.25
24				\$125,665.80
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7	\$84,791.34	\$88,422.12	\$92,228.85	\$96,213.60
8	\$87,014.52	\$90,947.52	\$95,079.24	\$99,407.61
9	\$89,295.66	\$93,553.65	\$98,024.85	\$102,721.68
10	\$91,655.46	\$96,238.44	\$101,065.68	\$106,162.02
11	\$91,655.46	\$99,018.45	\$104,226.57	\$109,734.84
12	\$91,655.46	\$101,881.26	\$107,488.89	\$113,440.14
13	\$91,655.46	\$101,881.26	\$110,873.34	\$117,282.06
14				\$118,660.68
15				\$120,057.93
16				\$121,473.81
17				\$122,904.18
18				\$124,351.11
19				\$125,812.53
20				\$127,298.79
21				\$128,795.40
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6	\$84,630.40	\$88,052.08	\$91,643.36	\$95,380.92
7	\$86,839.44	\$90,557.92	\$94,456.60	\$98,537.60
8	\$89,116.32	\$93,144.32	\$97,375.84	\$101,808.76
9	\$91,452.56	\$95,813.40	\$100,392.60	\$105,202.88
10	\$93,869.36	\$98,563.04	\$103,506.88	\$108,726.32
11	\$93,869.36	\$101,410.20	\$106,744.12	\$112,385.44
12	\$93,869.36	\$104,342.16	\$110,085.24	\$116,180.24
13	\$93,869.36	\$104,342.16	\$113,551.44	\$120,114.96
14				\$121,526.88
15				\$122,957.88
16				\$124,407.96
17				\$125,872.88
18				\$127,354.76
19				\$128,851.48
20				\$130,373.64
21				\$131,906.40
22				\$133,462.48
23				\$135,033.40
24				\$136,621.28
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Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.

**ADVANCED DEGREES**

MDEA personnel will receive a stipend above base salary placement for the following:

- Master's Degree from an accredited institution - \$1,734
- Doctorate (e.g. Ed. D or Ph. D) from an accredited institution - \$1,734
- National Board Certification - \$1,734
- Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - \$1,734
- Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC) - \$1,734
- School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation - \$1,734

Certificated Hourly Rate\*: \$40.82

Standards Based Intervention Hourly Rate\*: \$45.36

Curriculum Development Hourly Rate\*: \$40.82

Summer School Hourly Rate\*: \$45.36

\* Per Article §14.5.1.1, §14.5.2.1 and §14.8.1 these amounts will increase by the same percentage applied to the salary schedule, if any, each year.

Class size Overage Rates:

- General Education: \$31.00 per student per day
- Elementary PE and all Secondary: \$6.20 per student per period per day
- Special Education:

Assignment	Caseload Maximum	Overage Maximum	Overage Rate per student per day	Rate as percent of Step One, Column One
Elementary SDC – SH	9	1	\$92.96	0.1421%
Secondary SDC – SH	11	1	\$92.96	0.1421%
Full Inclusion Facilitators	11	1	\$92.96	0.1421%
Preschool SDC	12	1	\$92.96	0.1421%
Elementary SDC – LH	15	1	\$92.96	0.1421%
Secondary SDC - LH	15	1	\$92.96	0.1421%
Elementary Adaptive PE	18	1	\$92.96	0.1421%
Secondary Adaptive PE	20	1	\$92.96	0.1421%
Resource Specialist	28	2	\$61.95	0.0947%
Speech Pathologist	55		\$31.01 **	0.0474%

Key: SDC – Special Day Class; SH – Severely Handicapped; LH – Learning Handicapped

\*\* Speech Pathologists rates based on number of sessions with student rather than days

**IEP Development Rates (for overages only and with advance approval):**

30-Day: \$392.56

Other: \$628.10

Annual: \$628.10

Triennial: \$863.64

Case management: \$235.54 per month

Hourly Rate: \$78.51

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**Benefits Cash-in-Lieu Amount (Annual for full-time FTE): \$2,060**

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**PLACEMENT ON SALARY SCHEDULE**

All classification units must conform to District requirements.

Class I: Teachers with a B.A. degree plus up to 44 semester units

Class II: Teachers with a B.A. degree plus 45 semester units

Class III: Teachers with a B.A. degree plus 60 semester units

Class IV: Teachers with a B.A. 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. Effective as of July 1, 2002, a valid teaching credential is added to that list.

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.

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**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. Effective March 1, 2022, maximum placement for teachers new to the District shall be step 15.

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 their Masters or Ph.D.
3. Individual will be teaching for the MDUSD in a field related to their 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, 1996, 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 Human Resources Department.

To ensure classification credit, advance approval must be obtained from the Human Resources Department.

**Alternative Credit**

Continuing Education Units (CEU) completed after July 1, 1996, 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 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.



## 2024-25 UPDATED MDEA SUPPLEMENTAL COMPENSATION SCHEDULE

Bargaining unit members holding 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. These stipended positions shall be approved annually by the site administrator.

All stipends in this schedule will increase by the same percentage increase applied to the salary schedule, if any, moving forward, rounded to the nearest whole dollar.

Longevity increment of \$401 added beginning in the second year and in each alternate year thereafter through year ten (10).

<b>Athletic Coaches:</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 4</b>	<b>Year 6</b>	<b>Year 8</b>	<b>Year 10</b>
<b>Fall</b>	Cross Country	\$2,340	\$2,741	\$3,142	\$3,543	\$3,944	\$4,345
	Cross Country Assistant	\$1,993	\$2,394	\$2,795	\$3,196	\$3,597	\$3,998
	Football- Varsity	\$2,602	\$3,003	\$3,404	\$3,805	\$4,206	\$4,607
	Football- Varsity Assistant	\$2,211	\$2,612	\$3,013	\$3,414	\$3,815	\$4,216
	Football- Junior Varsity	\$2,211	\$2,612	\$3,013	\$3,414	\$3,815	\$4,216
	Football- Junior Varsity Assistant	\$2,211	\$2,612	\$3,013	\$3,414	\$3,815	\$4,216
	Football Trainer	\$2,211	\$2,612	\$3,013	\$3,414	\$3,815	\$4,216
	Golf- Girls	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
	Tennis- Girls	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
	Volleyball-Varsity- Girls	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
	Volleyball- Junior Varsity- Girls	\$1,993	\$2,394	\$2,795	\$3,196	\$3,597	\$3,998
	Water Polo- Boys	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
	Water Polo- Girls	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
	<b>Winter</b>	Basketball- Varsity- Boys	\$2,340	\$2,741	\$3,142	\$3,543	\$3,944
Basketball- Varsity- Girls		\$2,340	\$2,741	\$3,142	\$3,543	\$3,944	\$4,345
Basketball- Junior Varsity- Boys		\$1,993	\$2,394	\$2,795	\$3,196	\$3,597	\$3,998
Basketball- Junior Varsity- Girls		\$1,993	\$2,394	\$2,795	\$3,196	\$3,597	\$3,998
Soccer- Varsity- Boys		\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
Soccer- Varsity- Girls		\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
Soccer- Junior Varsity- Boys		\$1,993	\$2,394	\$2,795	\$3,196	\$3,597	\$3,998
Soccer- Junior Varsity- Girls		\$1,993	\$2,394	\$2,795	\$3,196	\$3,597	\$3,998
Wrestling		\$2,340	\$2,741	\$3,142	\$3,543	\$3,944	\$4,345
Wrestling- Assistant		\$1,993	\$2,394	\$2,795	\$3,196	\$3,597	\$3,998
<b>Spring</b>	Baseball- Varsity	\$2,340	\$2,741	\$3,142	\$3,543	\$3,944	\$4,345
	Baseball- Junior Varsity	\$1,993	\$2,394	\$2,795	\$3,196	\$3,597	\$3,998
	Cheer	\$2,340	\$2,741	\$3,142	\$3,543	\$3,944	\$4,345
	Golf- Boys	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
	Lacrosse- Boys	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
	Lacrosse- Girls	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
	Softball- Varsity	\$2,340	\$2,741	\$3,142	\$3,543	\$3,944	\$4,345
	Softball- Junior Varsity	\$1,993	\$2,394	\$2,795	\$3,196	\$3,597	\$3,998
	Swimming- Boys	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
	Swimming- Girls	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
	Tennis- Boys	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
	Track- Boys	\$2,340	\$2,741	\$3,142	\$3,543	\$3,944	\$4,345
	Track- Girls	\$2,340	\$2,741	\$3,142	\$3,543	\$3,944	\$4,345
	Volleyball- Varsity- Boys	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
Volleyball- Junior Varsity- Boys	\$1,993	\$2,394	\$2,795	\$3,196	\$3,597	\$3,998	
<b>Art Directors *</b>							
	High School Band Director	\$3,101	\$3,502	\$3,903	\$4,304	\$4,705	\$5,106
	High School Choral Director	\$2,211	\$2,612	\$3,013	\$3,414	\$3,815	\$4,216
	High School Dance Director	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
	High School Drama Director	\$2,082	\$2,483	\$2,884	\$3,285	\$3,686	\$4,087
* Art Directors producing fewer than three (3) productions annually per school shall receive stipends on a prorated basis.							
<b>High School Athletic Director</b>							
	<b>Fall</b>	\$3,101	\$3,502	\$3,903	\$4,304	\$4,705	\$5,106
	<b>Spring</b>	\$3,101	\$3,502	\$3,903	\$4,304	\$4,705	\$5,106

## Co-Curricular

### High School

Yearbook/Publications	\$695	Three (3) positions per school allowable
Other Stipends (i.e., Model UN, Mock Trial)	\$766	Two (2) positions per school allowable

\* 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.

### Middle School

Band/Choral Director	\$697	Three (3) positions per school allowable. To be eligible for the stipend, the position must include evening performances.
Drama Director	\$695	One (1) positions per school allowable. To be eligible for the stipend, the position must include evening performances.
Publications	\$695	Two (2) positions per school allowable.
Yearbook	\$695	Two (2) positions per school allowable.
Sports Site Coordinator	\$3,067	One (1) position per school allowable.
Athletic Coaches	\$306	Per season, per team

Note: A single unit member may hold multiple positions, including multiple positions in one category. For example, a member acting as the yearbook director, band director, and jazz band director would receive three stipends. A member serving as the only member responsible for the yearbook would receive both stipends. A single member may not receive more than three (3) stipends in a single year. Stipends for Athletic Coaches do not apply the limit of three per year.

### Departmental Chairperson

Identified subject areas\*

1 – 4 teachers (including chairperson)	\$850	* Maximum positions per school (including Special Education)
5 – 9 teachers (including chairperson)	\$1,130	Middle Schools: Eight (8)
10 or more teachers (including chairperson)	\$1,421	High Schools: Thirteen (13)

### Elementary FTE Stipends:

Each elementary school, Robert L. Shearer, Shadelands, and Sunrise shall receive a stipend for each FTE in the amount of \$170

Teachers on Special Assignment (TOSAs) (full time):	\$906
Teacher of Record assigned to a Dual Language classroom:	\$1,734
CA Registered Nurse Licensure employed as a School Nurse (stipend prorated by full time equivalent percentage)	\$1,734

### Longevity Plan:

#### High School Athletic Coaches:

1. Coaches shall be referred to as "certificated" and "non-certificated." A "certificated" coach is one who is properly certified to teach in California.
2. All "non-certificated" coaches shall receive longevity in the same way and manner as certificated coaches.
3. Athletic coaches are able to qualify for longevity pay without regard to continuous service within the same sport, level, and gender if gender is applicable.