

**Memorandum of Understanding Between
The Mt. Diablo Unified School District
And
The Mt. Diablo Education Association
Regarding
2024/2025-2025/2026 Classroom Renovations
March 5, 2024**

This Memorandum of Understanding (“MOU”) is entered into, by and between the Mt. Diablo Unified School District (“MDUSD” or “the District”) and the Mt. Diablo Education Association (“MDEA” or “the Association”), hereafter collectively referred to as “the Parties,” on February 26, 2024 to address impacts and effects when classrooms are renovated.

The District and the Association agree to the following:

1. The District plans to renovate classrooms during upcoming summers, which will necessitate bargaining unit members having to pack up their classrooms, and then unpack their classrooms.
2. The District will target Friday, July 26, 2024 to move teaching supplies and materials into classrooms renovated during the summer of 2024.
3. Bargaining unit members shall be given notice of the need to pack their classroom at least 15 workdays or 21 calendar days- whichever is longer- before the classroom needs to be packed. During the summer, the timeline shall be calendar days.
4. Bargaining unit members shall be provided as many boxes and tape as they need at least 15 workdays or 21 calendar days- whichever is longer- before the classroom needs to be packed. During the summer, the timeline shall be calendar days.
5. Each time the M&O Department, or site or District admin informs a bargaining unit member they need to utilize their own time to pack or unpack teaching supplies and materials, including, up to two teacher chairs, they shall be paid at the Certificated Hourly Rate for the time it takes to pack and unpack their classrooms, up to 12 hours to pack, and up to 12 hours to unpack.
6. MDUSD will only retain and move all instructional materials, instructional supplies, books and district technology equipment, including up to two teaching chairs. However, Bargaining unit members will mark items to be moved, and will also mark any items to be disposed of, and the District will consider each member’s classroom requests. The District shall be responsible for safely moving packed boxes and other materials and teaching supplies which will continue to be used into storage, storing it all, and moving it out of storage and into the teacher’s classroom. If the District determines that it cannot or will not move a marked item, the affected bargaining unit members shall be notified via phone and personal email and given 7 days to retrieve the item(s).
7. The boxes, teaching supplies, and materials, including, up to two teacher chairs, will be moved into the classroom 6 calendar days before the first day in which bargaining unit members are assigned to work in that classroom with students.
8. If a bargaining unit member’s classroom will not be ready by 6 calendar days before they are to work in that space with students, the District shall give them notice, and at the same time,

provide them with the location of the classroom they will be using, keys and access to that classroom, and notice of how long they will be in that classroom.

9. All bargaining unit members whose classrooms are renovated shall get a new teacher's desk with locking storage.
 - a. Bargaining unit members who did not get an opportunity to select a teacher desk for the summer of 2024, and are dissatisfied with the teacher desk, shall, within 60 days request, and be provided a different desk option offered by the current distributor for this modernization.
 - b. Bargaining unit members whose classrooms are renovated after the summer of 2024 shall choose a desk option offered by the current distributor for this modernization.
10. Bargaining unit members who have furniture or fixtures that were purchased using their own money, or through crowd funding, Donors Choose, etc. may request that items be moved per item #6 above in this MOU.
11. Violations of this MOU shall be subject to the grievance article of the Collective Bargaining Agreement between the Parties.
12. The parties agree that nothing in this agreement shall create a past practice that will be deemed as precedential as to any other employee, any other construction or renovation in the future, or in any manner however due to the specific and differing nature of varying renovation projects.

For the District:



Dr. John Rubio, Chief of Human Resources

For MDEA:



Julia Jameyson, MDEA Bargaining Chair