2018-2021

MDEA/MDUSD Successor Contract

Tentative Agreement

To be Ratified

January 22-23, 2020

All MDEA members will be asked to review and ratify the following signed Tentative Agreement for the 2018-2020 school years.

Items underlined or in bold indicate new language that has been agreed to by both parties. Items that are crossed off are either existing contract language that the parties agreed to delete or language that one party proposed but was not agreed to.

When reviewing the signed agreement on the Salary Schedule page, please note the agreement applies only to the language at the bottom of the page. To create the Salary Schedule for 2018-2019 and future years, all salaries, hourly rates, stipends, and overage rates will be increased by the percentage agreed to in Article 14 – Salaries.

Also included at the end of this packet are drafts of the 185-day salary schedules for each time period covered by the agreement.

In order to save paper and time, Article 19 - Leaves, was condensed to show only the changes to the article:

• Increased the number of discretionary days from three to four.
• Members with permanent status can now qualify for Catastrophic Sick Leave even if they do not have remaining sick days at the end of the previous school year.

Also included are the following Memorandums of Understanding (MOUs) between MDEA and MDUSD which were signed during mediation:

• 2019-2020 Anti-Harassment Training – one year only
• Special Education Support Taskforce – five (5) MDEA members needed

All signed Tentative Agreements, MOUs, and salary schedules are also available on our MDEA website.
Tentative Agreement on Status Quo Articles
for
2018-? Successor Contract Negotiations

The Parties agree to status quo language in the following Articles for 2018-?
Successor Contract negotiations; however, relevant dates will be adjusted to
reflect the term of the Successor Contract to which the Parties eventually agree.

- Article 3 – Grievance
- Article 8 – Job Share Program
- Article 10 – Safety
- Article 12 – Teacher Induction and Support Program
- Article 15 – Payment for Non–Teaching Duties
- Article 17 – Property Damage
- Article 18 – Travel
- Article 21 – Teachers on Special Assignment
- Article 22 – Retirement Plans & Retiree Health/Dental Benefits
- Article 23 – Personnel Files
- Article 24 – Effects of Layoff
- Article 25 – Professional Development Advisory Committee
- Article 26 – Summer School
- Article 27 – Discipline Short of Dismissal
- Article 28 – Faculty Advisory Council/Faculty Senate
- Article 29 – Academic Freedom

Deborah Lee 10/12/18
For MDEA Date

John Murphy 10/12/18
For MDUSD Date
MEDIATED TENTATIVE AGREEMENT
between the
MT. DIABLO EDUCATION ASSOCIATION
and the
MT. DIABLO UNIFIED SCHOOL DISTRICT
(December 18, 2019)

The Mt. Diablo Unified School District ("District") and the Mt. Diablo Education Association ("MDEA") have reached the following mediated tentative agreement pursuant to the PERB impasse procedures to conclude their successor contract negotiations:

Article 1 – Agreement – General Terms

1.7.1 The term of this Agreement will be from July 1, 2018 through June 30, 2021.

1.8.1 Successor Negotiation - The Association and the District shall present proposals for a Successor Agreement no later than March 6, 2021.

Article 11 Evaluation:

The parties hereby incorporate their pre-impasse Tentative Agreements in Article 11, dated October 12, 2018.

Article 13 Evaluation:

The parties hereby incorporate their pre-impasse Tentative Agreements in Article 13, dated October 12, 2018.

Article 19 Leaves of Absence:

The parties hereby incorporate their pre-impasse Tentative Agreement on Article 19, dated January 31, 2019.

Article 6 Class Size:

The parties hereby incorporate their mediated Tentative Agreement dated December 18, 2019.

Article 7 Work Year:

The parties hereby incorporate their mediated Tentative Agreement dated October 29, 2019.
Article 9 Hours:

The parties hereby incorporate their mediated Tentative Agreement dated December 18, 2019.

Article 14 Salaries:

The parties hereby incorporate their mediated Tentative Agreement dated December 18, 2019.

Article 16 Employee Benefits:

The parties hereby incorporate their mediated Tentative Agreement dated December 3, 2019.

Article 20 Special Education:

The parties hereby incorporate their mediated Tentative Agreement dated October 29, 2019.

Appendix A (Compensation Chart and Supplemental Compensation Chart):

The parties hereby incorporate their mediated Tentative Agreements dated December 3, 2019 and December 18, 2019.

Article 2 Organizational Security:

The parties agree to convene a bargaining subcommittee that will meet during January 2020 to attempt to reach agreement on Article 2 – Organizational Security. If the parties do not reach agreement on Article 2 by January 31, 2020 they agree to send Article 2 to binding interest arbitration, as provided for in AB 119.

Any Article not amended by this mediated Tentative Agreement shall remain status quo (current contract language).

[Signatures]

For MDUSD Date

For MDEA Date
MDEA Counterproposal to
District Counterproposal of October 26, 2018

January 17, 2019

Time: 9:55 AM

ARTICLE 1

Agreement – General Terms

1.1. Agreement

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

1.2. General Definitions

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

1.2.1. "Daily rate" or "daily rate of pay" means the unit member's annual salary divided by the number of days of required service during the year under the terms of this Agreement.

1.2.2. "Day" means a calendar day.

1.2.3. "Immediate family" means husband or wife, mother or father, sister or brother, son or daughter, son-in-law or daughter-in-law, brother-in-law or sister-in-law of the employee or the employee's spouse; grandchild of the employee or of the employee's spouse; grandmother or grandfather of the employee or of the employee's spouse; uncle or aunt of the employee or of the employee's spouse; niece or nephew of the employee or of the employee's spouse; or any resident of the immediate household.

1.2.4. "Unit member" means any employee covered by this Agreement. However, reference will be made to specific unit members; i.e., teachers, 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—ELL Teachers
1.3.3.17—Full- inclusion Specialists
1.3.3.18—Assistive Technology Teachers
1.3.3.19—Augmented Communication Teachers
1.3.3.20—Middle College Teachers
1.3.3.21—Adaptive P.E. Teachers
1.3.3.22—P.E. Prep Teachers
1.3.3.23—Instrumental Music Teachers
1.3.3.24—Vocal Music Teachers
1.3.3.25—Intervention/Intervention Instructional Support Teachers
1.3.3.26—Reading Specialists
1.3.3.27—ELD Teachers
1.3.3.28—Coach/Specialist Teachers
1.3.3.29—Teachers of Visually Impaired (TVI-Teachers)
1.3.3.30—Preschool Teachers
1.3.3.31—Dual Language Teachers
1.3.3.32—Career-Technical Education Teachers (CTE)
1.3.3.33—Workability Program Teachers

1-2
1.4 Coverage

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

1.5 Application

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

1.6 Savings Clause

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

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

4.6 Savings Clause

1.6.1 Improvements in contractual provisions included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement as of the date the statute went into effect.

1.6.2 Reductions or elimination of contractual provisions which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to negotiate whether or not such amendments or repeals shall be incorporated into this Agreement. Absent an agreement, no reduction or elimination of statutory guarantees of benefits included in this Agreement shall apply.

1.6.3 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting;
except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

1.6.4 It is further agreed that within ten (10) days of receipt of notification of the Court's decision, negotiations shall commence regarding matters related to such provision.

1.7 Term

1.7.1 This Agreement shall remain in full force and effect through June 30, 2018.

1.8 Successor Negotiations

1.8.1 Successor Negotiation – The Association and the District shall present proposals for a Successor Agreement no later than March 6, 2018.

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.

For MDEA: 1-17-19
For MDSUD: 1-17-19
ARTICLE 6
CLASS SIZE

6.1 Class Size

6.1.1 Class Size - Non-Title 1 School-Sites

Effective June 30, July 1, 2020, in assigning students to classes at non-Title 1 school sites the following guidelines will be observed:

<table>
<thead>
<tr>
<th>Critical Class-Size</th>
<th>Maximum Class Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>TK-K (All Day-360 minutes)</td>
<td>27</td>
</tr>
<tr>
<td>TK</td>
<td>32-31 29</td>
</tr>
<tr>
<td>K</td>
<td>32-31 29</td>
</tr>
<tr>
<td>1-3</td>
<td>31-30 29</td>
</tr>
<tr>
<td>TK-3 Combination</td>
<td>30-28 28</td>
</tr>
<tr>
<td>4-5</td>
<td>34-33 33</td>
</tr>
<tr>
<td>4-5 Combination</td>
<td>31 30</td>
</tr>
<tr>
<td>6-12</td>
<td>33 37</td>
</tr>
<tr>
<td>English</td>
<td>34 33</td>
</tr>
<tr>
<td>Physical Education</td>
<td>40 45</td>
</tr>
</tbody>
</table>

*Elementary Physical Education 45

<table>
<thead>
<tr>
<th>Choral Music</th>
<th>40</th>
<th>45</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instrumental Music</td>
<td>40</td>
<td>45</td>
</tr>
</tbody>
</table>

Dual Language Instruction 22 26 28

<table>
<thead>
<tr>
<th>Continuation Schools</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Study Programs</td>
<td>26 33</td>
</tr>
<tr>
<td>Sheltered English</td>
<td>24</td>
</tr>
<tr>
<td>ELL Newcomers</td>
<td>24</td>
</tr>
</tbody>
</table>

6.1.2: Should funding for Grade Span Adjustment (GSA) under LCFF be eliminated, reduced or suspended at any time during the period of this Agreement, or if the requirements of the LCFF law, or the GSA provision of the law, is repealed, amended or suspended, then the class sizes for TK to through 3rd Grade, including 3/4 combination classes, shall return to the class size maximums in 6.1.1 above, and these class sizes shall constitute compliance with Section 42238.02(d)(3)(B) or (D) of, sec, of the Education Code (collectively bargained alternative annual average class size).

6.1.2.2: For the term of this agreement Class Size for Transitional Kindergarten (TK) to 3rd Grade and 3/4 combination classes, shall be as follows, unless Article 6.1.2.1 above applies. Transitional Kindergarten and 3/4 combination classes shall not be averaged at 27 to 1 until 2015/16 school year and thereafter.
6.1.2.3 — In order to compute school site averages beginning on or after the eighteenth (18th) school day of each school year in grades Transitional K to 3rd grade, including combination 3/4 classrooms, all of the students in Transitional K to 3rd grade, including combination 3/4 classes, shall be added and then that sum shall be divided by the number of Transitional K to 3rd grade, including combination 3/4 classes, to ensure that there is an K-3 class size average of 27 students per class per site.

Effective June 30, 2021, in assigning students to classes the following guidelines will be observed:

<table>
<thead>
<tr>
<th>Class</th>
<th>Critical Class Size</th>
<th>Maximum Class Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>TK</td>
<td>29</td>
<td>32</td>
</tr>
<tr>
<td>K</td>
<td>29</td>
<td>32</td>
</tr>
<tr>
<td>1-3</td>
<td>28</td>
<td>31</td>
</tr>
<tr>
<td>K-3 Combination</td>
<td>28</td>
<td>30</td>
</tr>
<tr>
<td>4-6</td>
<td>30</td>
<td>34</td>
</tr>
<tr>
<td>4-5 Combination</td>
<td>28</td>
<td>31</td>
</tr>
<tr>
<td>6-12</td>
<td>33</td>
<td>37</td>
</tr>
<tr>
<td>English</td>
<td>31</td>
<td>33</td>
</tr>
<tr>
<td>Physical Education</td>
<td>40</td>
<td>45</td>
</tr>
<tr>
<td>*Elementary Physical Education</td>
<td>45</td>
<td></td>
</tr>
<tr>
<td>Choral Music</td>
<td>40</td>
<td>45</td>
</tr>
<tr>
<td>Instrumental Music</td>
<td>40</td>
<td>45</td>
</tr>
<tr>
<td>Dual Language Instruction</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>Continuation Schools</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Independent Study Programs</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Sheltered English</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>ELL Newcomers</td>
<td>24</td>
<td></td>
</tr>
</tbody>
</table>

6.1.1.1 *Elementary Physical Education teachers class size and working conditions shall be subject to the terms and conditions of the "Elementary Physical Education Teachers Safety and Working Conditions Grievance Settlement" (attached as Appendix ___)

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

6.1.3.1 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 §9.8.2.2
6.4.3.2 Teachers who were directed to serve students other than the 4th and 5th grade students (e.g., serving third grade students in 3/4 combo classes) shall be paid per §6.65 the 2016-2017 Class Size Overage MOU for each student on the combo class teachers' roster who does not qualify for additional upper grade P.E. services, for each day these non-qualifying students were served, on or after the 19th student day of the 2016-17 school year. Elementary PE teachers may be assigned to collaborate with other grade levels as long as they continue to continue to receive their contractual lunch, prep, and breaks.

6.1.3.3 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.

6.4.4 TK/K combination classes will not be scheduled, as combining students at these age levels is not developmentally appropriate.

6.1.5 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.

6.4.2 Class Size - Title I School Sites

In assigning students to classes at Title I school sites the following guidelines will be observed:

<table>
<thead>
<tr>
<th>Class</th>
<th>Maximum Class Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>TK</td>
<td>24.26</td>
</tr>
<tr>
<td>K</td>
<td>24.26</td>
</tr>
<tr>
<td>1-3</td>
<td>24.26</td>
</tr>
<tr>
<td>K-3 Combination</td>
<td>22.26</td>
</tr>
<tr>
<td>4-5</td>
<td>30.33</td>
</tr>
<tr>
<td>4-5 Combination</td>
<td>28.29</td>
</tr>
<tr>
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<td>26</td>
</tr>
<tr>
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<td>34</td>
</tr>
<tr>
<td>Choral Music</td>
<td>34</td>
</tr>
<tr>
<td>Instrumental Music</td>
<td>34</td>
</tr>
<tr>
<td>Dual Language Instruction</td>
<td>20.22</td>
</tr>
<tr>
<td>Alternative Schools</td>
<td>20</td>
</tr>
<tr>
<td>Independent Study Programs</td>
<td>25</td>
</tr>
<tr>
<td>Sheltered English</td>
<td>24</td>
</tr>
<tr>
<td>ELL Newcomers</td>
<td>24</td>
</tr>
</tbody>
</table>

6-3 Board Approved 12/12/16
6.1.3 Maximum Daily Student Contacts – Non-Title 1 Secondary Sites

6.1.3.1 Teachers of academic classes at non-Title 1 secondary school sites shall have a maximum number of daily contacts that reflects the maximum class size, by subject area, multiplied by 5. For example: the maximum class size for secondary math classes is thirty-six (36) students. 36 students X 5 = 180 maximum daily contacts for secondary math classes.

6.1.4 Class Sizes – Non-Title 1 Secondary Schools

6.1.4.1 Class sizes shall be determined by dividing the maximum daily contact number, by subject area, per §6.1.3.1, above, by the number of instructional periods at that school site. For example: at a secondary site on a six (6) period day, dividing the 180 total daily contacts for math by 5 instructional periods yields a maximum class size of thirty-six (36) students. Using the same math class example at a site on a seven (7) period day, 180 total daily contacts divided by 6 instructional periods yields a maximum class size of thirty (30) students per period.

6.1.4.2 Teachers at regular secondary sites who accept an assignment – in excess of 100% – shall serve one (1) additional class of students with a class size which reflects the calculation in §6.1.4.1, above, based on the subject area being taught and the number of instructional periods at that school site.

6.1.4 Teachers at secondary non-Title 1 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 Maximum Daily Student Contacts – Secondary Title 1 Schools

6.1.5.1 Maximum daily contacts at secondary Title 1 school sites shall be determined by multiplying the maximum class size, by subject area, by five (5). For example: English classes at secondary Title 1 school sites may not exceed twenty-six (26) students. 26 students X 5 instructional periods yields maximum daily contacts for English classes of one-hundred thirty (130) students.

6.1.6 Class Sizes – Secondary Title 1 School Sites

6.1.6.1 Class sizes at secondary Title 1 school sites shall be determined by dividing the number of maximum daily contacts, by subject area, per §6.1.5.1 above, by the number of instructional periods at that school site. At secondary Title 1 school sites on a six (6) period instructional day, dividing the 130 total maximum daily contacts for English by 5 instructional periods yields a maximum class size of twenty-six (26) students. Using the same English class example at a Title 1 site on a seven (7) period instructional day, 130 maximum daily contacts divided by 6 instructional periods...
yields a maximum class size of twenty-two (22) students per period for English classes.

6.1.6.2 Teachers at secondary Title 1 schools who accept an assignment in excess of 100%, shall serve one (1) additional class of students with a class size which reflects the calculation in 6.1.6.1. above, based on the subject area being taught and the number of instructional periods at that school site.

6.1.6.6.1 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.

6.1.7.6.1.3.2 At middle schools where core classes include English, the English class size maximum shall be used that is applicable to that middle school site, based on whether the site is a non-Title 1 school, or a Title 1 school.

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

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

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

6.1.84.3 If the principal is unable to find alternatives to avoid exceeding the maximum in a class, they will consult with unit members affected.

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

6.1.84.5 Choral and instrumental music maximum class sizes that are applicable to a non-Title 1 middle school site, or a Title 1 middle school site, may be exceeded with the concurrence of the majority of the choral and instrumental music teachers at the that school site.

6.1.84.6 The full-time assignment for elementary vocal and instrumental music teachers shall be based on serving up to nine (9) eight (8) 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) thirty-eight (38) classes per week. The weekly maximum number
of classes which may be served by vocal music teachers shall be reduced by one (1) class for each chorus that is assigned. Staff may exercise flexibility in scheduling the classes to account for variations in the instructional day during the week, not to exceed the weekly maximums stated above.

6.1.84.7 The full-time assignment for elementary library/media teachers shall be based on serving up to nine (9) eight (8) classes per day on a regular school day, and six (6) classes per day on early-out Wednesdays, for a maximum of forty-two (42) thirty-eight (38) 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 weekly maximum stated above.

6.1.84.8 In addition to their regularly scheduled preparation time, per §9.9.5, elementary library/media teachers will receive one (1) student free period per week at each school site to which they are assigned to process newly-purchased books, and to maintain each school site’s existing library collection.

6.1.7.9 Each school site shall have a full-time library/media teacher assigned.

6.1.84.9 In so far as practical, class sizes for Elementary Library/Media, and vocal and Instrumental Music teachers shall be limited to the established maximum class sizes for the grade level being served.

6.1.7.11 Reading Specialists who are assigned to provide instruction or intervention to students in group settings shall serve groups of no more than six (6) students.

6.1.7.12 Intervention and Instructional Support Teachers (IIST), shall serve groups of no more than six students, and shall not serve more than fifty-six (56) students each week, per Appendix N.

6.1.7.13 English Language Development (ELD) teachers and elementary classroom teachers shall serve classes of no more than thirty-two (32) students during ELD rotations.

6.1.7.14 The number of ELD students assigned during each period at all secondary sites shall, insofar as possible, be equally distributed among all teachers within that department, and within given subject area(s).

6.1.84.10 Agreements made in accord with the §6.1.8.4 and §6.1.8.5 §6.1.4.4 and §6.1.4.5, 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.
6.1.84.11 Notwithstanding the critical and maximum class sizes specified in §6.1.1—§6.1.2, above, for both non-Title I and Title I schools, no class enrollment may exceed the number of work stations, by school site and lab classroom, per Appendix O which may be revised annually to reflect changes, upon request of either party.

6.1.84.12 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.

6.1.84.13 When in the judgement of the unit member one (1) or more of the students in a class is a chronic problem, 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 trainings on non-work days shall not be mandatory.

6.1.84.14 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 request.

6.1.7.20 The number of Special Education students assigned during each period at all secondary school sites shall, insofar as possible, not exceed 10% of the students assigned to that class and shall be equally distributed among all teachers within that department and within given subject area(s).

6.2 Special Day Class Size and Caseload

6.2.1 Teacher of Elementary and Secondary Special Day Class/Non-Severely Handicapped classes shall be assigned a maximum of fifteen (15) students.

6.2.2 Teacher of Elementary Special Day Class/severely handicapped, 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 Teacher of Secondary Special Day Class/severely handicapped classes, including low incidence classes, post secondary, and classes in enters shall be assigned a maximum of eleven (11) students.

6.2.4 Teacher of Preschool Special Day Classes/severely handicapped, including low incidence classes and classes in centers shall be assigned a maximum of ten (10) students.

6.2.5 Preschool Special Day Class/non-severely handicapped shall be assigned a maximum of twelve (12) students.

6.2.6 A severely handicapped class is defined as a special day class with at least two-thirds (2/3) 2/3 of its enrollment composed of students with the following profound 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 level 2 or 3 on the DSM-V criteria), blindness, deafness, severe orthopedic impairments, serious emotional disturbances, and severe intellectual disability mental retardation.

6.2.6.1 Teacher of Intensive Autism classes shall be assigned maximum of six (6) students.

6.2.6.1.1 Intensive Autism classes shall have three (3) SEAs assigned to the class for seven (7) hours during each full school day, and for the entire student day on early-out or minimum days.

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 Because of maximum class size limits, the district will make a good faith effort to staff at critical class size levels at sites and grade levels where there is a history of mainstreaming SDC students.

6.2.8.9 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.
6.2.910—Secondary special education classes organized departmentally shall not exceed fifteen (15) (this does not apply to learning center environments).

6.3 Full Inclusion

6.3.1 A full inclusion Student is a student working on a significantly modified curriculum in a functional and life skills program while spending the most more than ninety fifty percent (90%) (50%) of their Instructional day in on the general education setting.

6.3.1.1 This significantly modified curriculum shall be provided to the general education teacher(s).

6.3.1 A full-inclusion student is defined as a student assigned to a general education classroom that has an IEP or a condition that impacts either their ability to learn and/or their ability to behave according to the norms for a regular education classroom for their grade level. When a full-inclusion student is assigned to a general education classroom at the elementary level, the following provisions will apply.

6.3.2 The classroom teacher will be informed of the name of the student's case manager and will be provided copies of the student's IEP before the student enters the classroom.

6.3.3 The affected teacher's class size will be reduced to no more than twenty-two students.

6.3.4 The class shall be assigned a seven (7) hour SEA, for each day school is in session.

6.3.4.1 If an SEA is not required by the student's IEP, the purpose of the SEA shall be to provide overall support to the teacher and the class.

6.3.4.2 The SEA assigned to the class shall be knowledgeable about the student's disability.

6.3.4.3 The SEA shall be appropriately trained in how to provide the support the student requires.

6.3.25 The classroom teacher shall be provided with training during a regular workday, and within required site time, by level, which shall include the following:

6.3.25.1 Information about the student's disability

6.3.25.2 Strategies in how to support the student's specific needs

6.3.25.3 Strategies for directing, working with and developing an SEA
6.3.25.4 - The District's Special Education policies and practices, especially as they relate to a teacher's right to advocate for appropriate student placement.

6.3.6 - The classroom teacher shall receive an annual stipend to recognize the additional research, planning, recordkeeping and meetings associated with supporting a student with special needs. The amount of this stipend shall be equal to the stipend for advanced degrees, per §146.1, and shall be addition to any other stipend(s) the teacher receives.

6.3.7 - The classroom teacher will be expected to attend IEP meetings and will have the right to share concerns regarding appropriate placement, services, and goals. There shall be no coercion or retaliation against the teacher regarding such input.

6.3.8 - No bargaining unit member who is not a permanent teacher will be assigned to a classroom that includes a Full-Inclusion student.

6.3.9 - A Full-Inclusion Facilitator or other appropriate Special Education staff member will be assigned to provide ongoing support to the classroom teacher and will meet with the teacher at least monthly during site time.

6.2 Support Regarding Student Behavior

6.4.1 - A classroom teacher who has developed and implemented a Behavior Intervention Plan (BIP) for a student and finds that the student's behavior still frequently deviates from classroom norms, shall be given assistance from an administrator to develop a new BIP that could be more effective.

6.4.1.1 - If, after six weeks, the teacher determines that the student's behavior still frequently deviates from classroom norms, the District will assign a behaviorist to assist the teacher and student in the following ways:

6.4.1.2 - The behaviorist will spend the majority of class time for one week observing the student(s), documenting behavior, collecting data, assisting the teacher, and modeling appropriate behavior modification strategies.

6.4.1.3 - The behaviorist will work with the teacher to develop and implement an improved BIP, based on the data collected in 6.4.1.2 above.

6.4.1.4 - The behaviorist will spend the majority of class time in the teacher's classroom for the following three weeks to evaluate the effectiveness of the BIP.
6.4.2 If, after three weeks, the student's behavior still frequently deviates from classroom norms, the teacher shall have the opportunity to advocate to the Assistant Superintendent and Executive Director for Special Education for an alternative placement for the student. The teacher will receive a written response to their request within ten days and will have the right to appeal the decision to the Superintendent.

6.4.3 Time that the teacher spends documenting behavior and compiling data related to a BIP will be compensated at the Certificated Hourly Rate, per §146.1.

6.43 Other Special Education Class Sizes/Assessment Limits

6.43.1 Resource Specialists shall have a maximum caseload of twenty-eight (28).

6.43.2 Speech Therapists shall have a caseload maximum of fifty-five (55).

6.43.2.1 No Speech Therapist shall be assigned as the caseload manager for any Full Inclusion student(s) as defined in 6.3.1, whose IEP provides for services from other Special Education teachers or service providers (e.g., Occupational Therapists).

6.43.3 Adaptive P.E. shall have a maximum class size of eighteen (18) in elementary and twenty (20) in middle and high school.

6.43.4 Individual and Small Group instruction teachers shall have a maximum caseload of fifty-five (55) and maximum class size of fifteen.

6.43.5 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.

6.43.6 All fully included students, as defined in 6.3.1, will be caseload-managed by Full Inclusion Facilitators, per §6.4.5, above.

6.43.6 Notwithstanding the Special Education class size and caseload limits listed in §6.2 - §6.4.5, 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% X 28 students = 15 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 plus 55% of 28 = 23 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 plus 55% of 28 = 18 additional annual assessments).

6.43.6.1 Any required assessments which exceed this fifty-five percent (55%) of class size or caseload assessment limit, shall be paid per the terms of the Special Education Caseload Overage Special Compensation MOU (Appendix P of this Agreement) for those teachers who volunteer to take on such additional assessments.

6.43.7 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 the terms of the Special Education Caseload Overage Special Compensation MOU, attached as Appendix P to this Agreement.

Title 1 School Sites Special Education Caseloads

6.5.8.1 All Special Education class sizes and caseloads listed in §6.2 & §6.5, above, shall be reduced by 20% at Title 1 school sites. For example: a full-time Resource caseload is twenty-eight students at a regular non-Title 1 school site. A Resource caseload at a Title 1 school shall be 28 students x .80% = 22 Resource students. All resulting caseload/class size calculations shall be rounded up or down to the nearest whole number of students. For example: 28 students x .80% = 22.4 students. This number will be rounded down to 22 students. Teachers of Secondary Special Day Class/severely handicapped classes, have a maximum class size of eleven (11) students, 11 students x .80% = 8.8 students. This number would be rounded up to nine (9) students. If a caseload or class size calculation results in a fraction that is .5 or above, the caseload or class size will be rounded up to the next whole number of students.

6.5.8.2 Annual assessment requirements and compensation for assessment overages, per §6.3–§6.3.7, shall be adjusted proportionally, based on the reduced Special Education class sizes and caseload numbers at Title 1 school sites, per §6.3.8.1 above.

6.4 Summer School Class Sizes/Caseloads

6.6.1 Summer School class sizes shall conform with the contractual class sizes, by level, that are in effect during the regular school year.

6.6.2 Teachers on extended-year contracts, (e.g., 205-day Speech
6.54 Student Support Personnel Caseloads and Working Conditions

6.54.1 School Nurse Caseloads

6.54.1.1 Effective June 30, 2020, the maximum caseload for school nurses shall be twenty-two hundred (2200) twenty-four hundred (2400) 2,700-1250 nineteen hundred fifty (1950) students per 1.0 FTE school nurse. Effective June 30, 2021, the maximum caseload for school nurses shall be twenty-one hundred (2100). The Parties understand that several nurse assignments may have lesser numbers of students given the severity of medical needs at various sites.

6.54.2 Year-for-Year Placement Credit and Extended Nurse Work-Year

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

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

6.54.2.1.2 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 any retroactive payments).

6.54.2.1.3 Provide up to ten (10) additional work days at per-diem for school nurses, beyond the current required one hundred eighty-five (185) day work year. Additional per-diem work days require written approval from supervisor in advance.

6.54.2.1.4 The District shall reimburse each school nurse for renewal of their RN license every other year and will also reimburse membership fees for the following professional organizations:

- California School Nurse Association (CSNA)
- National Assoc. of School Nurses (NASN)

6.54.3 School Nurse Emergency Coverage/Vacancy Provisions

6.54.3.1 When a school nurse is directed or volunteers 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 that additional duty assignment.

6.54.3.2 Nurses who travel between sites or 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.

6.54.3.3 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 that extra work day, their pay shall be fifty percent (50%) of their per-diem rate.

6.54.4 Flex Time for Nurse Assigned to Gregory Gardens Assessment Center

6.54.4.1 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 work load the Parties agree that, when circumstances warrant, and with the approval of the Nurse's direct supervisor, he/she may work longer than required site time during a given 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.

6.54.5 School Nurse Liaison/Coordinator Release Time

6.54.5.1 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. The School Nurse Liaison/Coordinator job description is attached to this Agreement as Appendix _________.

6.54.5.2.1.1 The Parties agree that the 50% 100% School Nurse Liaison/Coordinator release time will be incorporated into the 2016-18 Successor Agreement as an ongoing provision.
6.54.5.2 Duties of School Nurse Liaison/Coordinator shall include, but not be limited to, the following:

6.54.5.2.1 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.

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

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

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

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

6.54.6 School Counselor Caseload /Site Assignment Limits

6.54.6.1 Counselors assigned to elementary schools shall not be assigned to more than three (3) two-(2) school sites.

6.54.6.2 Counselors assigned to middle school site caseload shall not exceed seven hundred (700) 600 students for each 1.0 FTE Counselor.

6.54.6.3 Counselors assigned to high school site caseload shall not exceed five hundred fifty (550) 450 students for each 1.0 FTE Counselor.

6.54.7 Initial Placement/Experience Credit for School Counselors

6.54.7.1 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 eleven (11) 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 placed higher than Step 12, Class IV, of the one hundred ninety-five (195) day School Counselor salary schedule, attached as Appendix A to this Agreement.
6.54.8 Lead School Counselors/Equity Counselors

6.54.8.1 Effective the 2020-21 2017-18 school year, a Lead School Counselor may be assigned position will be established.

6.54.8.2 The Lead School Counselor(s) assignment position will be released twenty percent (20%), and shall be assigned to an elementary counselor position for the remainder of his/her their assignment. The 20% may be divided among levels and between different unit members.

6.54.8.3 The individual(s)-assigned who is selected must have at least two (2) years of In-District experience as a counselor.

6.54.8.4 The Lead School Counselor position will have a separate job description which will be posted every two (2) years for internal applicants only. The Lead School Counselor job description is attached to this Agreement as Appendix ________.

6.11.5 Equity Counselors—(Pilot Program)

6.11.5.1 Beginning with the 2018-19 school year, the Parties agree to establish two (2) Equity Counselor positions which shall be funded by Local Control Funding Formula Supplemental Funds. These positions shall be established as a "pilot program" for two (2) years and shall be reviewed by the Parties by May 1, 2020, to determine whether they shall become ongoing contractual provisions, or shall be eliminated. If the Parties determine the Equity Counselor positions will not continue, Counselors serving in these positions will return to the District’s regular counseling program.

6.11.5.2 The Equity Counselor “Pilot Program” agreement and the Draft Equity Counselor job description are attached as Appendix ________ to this Agreement.

6.54.9 Standard Work Year for School Counselors

6.54.9.1 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 days for returning teachers, and five (5) workdays to be performed immediately following the last student day of the school year.
6.54.9.2 Through agreement between the counselor and their site administrator and 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.

6.54.9.3 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.

6.54.9.4 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 §6.5.9.1.

6.54.9.5 Additional work year modification(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.

6.54.9.6 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) day 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.

6.54.9.7 Counselors may not receive credit for a required work day when attending a conference on a weekend, or other non-work day, if the District covers any cost for such conference attendance (e.g., transportation, lodging, meals, etc.).

6.54.9.8 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.

6.54.9.9 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.

6.54.9.10 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.
6.54.10 Work Day Flexibility for School Counselors

6.54.10.1 Counselors may flex their work days through agreement with their site administrator under the following circumstances:

6.54.10.1.1 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 school year.

6.54.10.1.2 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.

6.54.10.1.3 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. These "substitute evening events" may be assigned without any additional compensation.

6.54.10.1.4 Counselors who elect not to bank time toward the required one hundred ninety-five (195) counselor work days, 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.

6.54.10.1.5 With site administrator administrative approval, counselors may periodically utilize "flex time." (i.e., arrive come in 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.

6.54.10.1.6 Flex time shall only be approved at 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.
6.54.11 Lead Speech Language Pathologist / Extended School Year Positions

6.54.11.1 A twenty thirty percent (20.30%) release Lead Speech Pathologist assignment may position will be implemented effective the start of the 2020-21 2017-18 school year.

6.54.11.1.1 The Lead Speech Pathologist’s caseload shall be eighty seventy percent (80.70%) of a full-time Speech Pathologist’s maximum caseload of fifty-five (55) students (i.e., 55 students \( \times 0.70\% = 44.39 \) students).

6.54.11.2 The individual who is selected for the Lead Speech Language Pathologist assignment 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 supervision of up to two (2) SLP interns in their Fellowship year, the coordination of professional development and certification, and represent District SLPs at the annual review of MediCal funds; the following:

6.54.11.2.1 Supervise up to two (2) SLP interns in their Clinical Fellowship Year.

6.54.11.2.2 Serve as a liaison between District SLPs and Administration.

6.54.11.2.3 Coordinate annual professional development to ensure ASHA certification and California licensure is maintained.

6.54.11.2.4 Represent District SLPs at the annual review of MediCal funds.

6.4.11.2.5 A separate Lead Speech Language Pathologist job description will be created and will be posted for internal applicants only every two (2) years. The Lead Speech Language Pathologist job description is attached as Appendix to this Agreement.

6.54.12 205-Day Extended School Year Speech Pathologists

6.54.12.1 Effective with the start of the 2020-21 2016-17 school year, four (4) additional two hundred fifty (205) day work year Speech Pathologist positions will be added positions for Speech Pathologists will be added.

6.54.12.1.1 These additional four (4) two hundred fifty (205) day positions shall be offered to current Speech Pathologist in order of their District seniority.
6.54.12.1.2 Should the District be unable to fill the two hundred five (205) 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.

6.4.12.2 A new job description will be created for these 205-day Speech Pathologist positions in order to reflect the change in calendar and the addition of Extended Year Program duties and is attached as Appendix to this Agreement.

6.54.12.2 All additional required workdays to Speech Pathologists on two hundred five (205) day contracts shall be performed in the Extended School Year Program.

6.54.12.3 Extended School Year (ESY) caseloads shall not exceed fifty-five (55) students, since IEPs are not scheduled during summer.

6.65 Class Size/Caseload Overage Compensation

6.65.1 General education teachers at any level in grades 6-12 who volunteer may accept up to five (5) additional students (excess students) beyond current maximum class sizes, by level, per Article 6 - Section §6.1.1 and §6.1.2, 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 students(s) are present.

6.65.2 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 2017-2018, Step One, Column One annual salary is TBD $53,339.

6.65.3 Elementary teachers shall receive TBD $25.26 per excess student per day (0.0474% of Step One, Column One)

6.65.4 General Education teachers at secondary sites shall receive TBD $5.95 per student (TBD $25.26 / 5 instructional periods) per period for each excess student, regardless of the number of instructional periods at that school site.
6.65.5 Special Education teachers who volunteer to take excess student(s) shall receive overage compensation depending on their class size/caseload maximums as follows:

6.65.5.1 Elementary Special Day Classes with a class size limit of 9 – TBD $75.78/day (0.1421% of Step One, Column One) for a maximum of one (1) additional student

6.65.5.2 Elementary Special Day Classes with a class size limit of ten (10) – TBD $75.78/day (0.1421% of Step One, Column One) for a maximum of one (1) additional student

6.65.5.3 Secondary Special Day classes, or Full Inclusion Facilitators, with a class size/caseload limit of eleven (11) – TBD $75.78/day (0.1421% of Step One, Column One) for a maximum of one (1) additional student

6.65.5.4 Preschool Special Day class with a class size limit of twelve (12) – TBD $75.78/day (0.1421% of Step One, Column One) for a maximum of one (1) additional student

6.65.5.5 Elementary and Secondary Special Day Class/Non-Severely Handicapped classes with a class size limit of fifteen (15) – TBD $50.52/day (0.0947% of Step One, Column One) for a maximum of one (1) additional student

6.65.5.6 Adaptive P.E. elementary with class size of eighteen (18) – TBD $50.52/day (0.0947% of Step One, Column One) for a maximum of one (1) additional student.

6.65.5.7 Adaptive P.E. middle and high school with class size of twenty (20) – TBD $60.52/day (0.0947% of Step One, Column One) for a maximum of one (1) additional student.

6.65.5.8 Resource Specialists at elementary and secondary sites with caseloads of twenty-eight (28) – TBD $50.52/day (0.0947% of Step One, Column One) for a maximum of two (2) additional students

6.65.5.9 Speech Pathologists at elementary and secondary sites with caseloads of fifty-five (55) – TBD $25.26 for each time an additional student is seen beyond their contractual caseload (0.0474% of Step One, Column One)

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

For example: Teachers who accept additional student(s) on their caseloads, within the limits established above, shall receive one hundred ninety-two dollars ($192.00) per student per month, plus
the agreed upon rates for additional case management 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).

6.65.6 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 contractual maximums, by program area.

6.76 Class Size Balancing Period

6.76.1 6.4 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 members 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 grievance(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) work days from the receipt of the grievance to respond.

6.6.2 The parties agree that any Association or individual grievance(s), for overages which still exist on or after student day 19, the member shall be compensated at the rate listed in 6.5 beginning on the nineteenth day. Should the member decide not to accept the student(s) overage, a grievance shall be filed at Step II. The District shall have fifteen (15) work days from the receipt of the grievance to respond.

Linda O'Leary 12/18/19  
For MDEA Date

Anna Murphy 12/18/19  
For MDUSD Date
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 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 Certificated Hourly Rate, per Section 14.5.1.1 of the Agreement. Activities on the additional two (2) work days required of new unit members 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 - §7.1.1.2, and shall be specified in the school calendars appearing in Appendix C.

7.1.4.1 The District shall provide the Association at least one year’s notice if the first required work day is to change by more than three (3) calendar days over the previous year’s first required work day.

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.

7.1.7.1 In accordance with the MOU attached as Appendix 5, Paid Time for Annual On-Line Mandatory Trainings, beginning with the 2019-20 school year, a block of uninterrupted time, with access to District technology, shall be provided to all bargaining unit members on the either of the two (2) District-controlled or Principal-controlled days that fall during the first three (3) work days required teacher working day to complete the annual on-line mandatory trainings, during District-controlled or Principal-controlled time, unless an emergency occurs. Principals or District Administrators may not assign any duties to staff 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) work days 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.

7.1.7.1 Immediately following the two-hour block of uninterrupted time referenced in 7.1.7, above, one (1) additional hour of staff preparation time shall be provided, the use of which shall be solely at unit members' discretion.

[MOU for 2019-2020 to address payment to MDEA unit members, at the certificated hourly rate, for those members who completed the anti-harassment training outside of the work day before October 23, 2019.]

For the District

For the Association

Date

10-29-19

10-29-19
Memorandum of Understanding
between
the Mt. Diablo Education Association
and
the Mt. Diablo Unified School District
regarding
2019-2020 Anti-Harassment Training

For the 2019-2020 school year only, the Mt. Diablo Unified School District (MDUSD) and the Mt. Diablo Education Association (MDEA), agree that MDEA bargaining unit members who completed the Anti-Harassment training during October 2019 and before October 23, 2019, will receive pay at the Certificated Hourly Rate, rounded to the nearest quarter-hour, per Section 14.5.1.1, for the actual time (up to two (2) hours) that they spent completing the mandatory online training outside of the regular site time.

MDEA bargaining unit members that have submitted a completed time sheet on or before December 3, 2019 shall receive this compensation no later than January 10, 2020.

[Signatures and dates]
ARTICLE 9
HOURS

9.1 Site Time

9.1.1 Unit members shall report to their work site thirty (30) 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 Elementary
420 Minutes - 6-8
435 Minutes - 9-12

9.1.2 The thirty (30) 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.

9.1.2.1 A list of when site time begins and ends at all school sites shall be compiled and can be obtained by MDEA from an appropriate 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 report to their sites less than thirty (30) minutes before classes begin. Individual unit members with administrative approval, may also make this adjustment;

9.1.3.2 Extend the lunch period for a time greater than thirty (30) minutes. In the event that the lunch period is extended beyond the time provided for in this Agreement, such lunch period shall be duty free and uninterrupted except in instances of "rainy day session," inclement "extreme weather condition," or "smoke days," or other 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 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."

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inclement extreme weather condition, “smoke days,” or other Superintendent or designee declared emergencies.

9.1.3.2 extend 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 and §9.1.3.5 above, determination must be made by May 15 of the preceding year. These determinations may also be reviewed annually at each site and may be modified by the same process used in making the initial determination.

9.1.5 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§9.1.6.4 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§9.1.6.7 A kindergarten teacher shall not be required to teach in the reading recovery program as a condition to being a kindergarten teacher.

9.1.9§9.1.8.4 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 §9.3.1.4 §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.

9.1.98.1 Should unforeseen circumstances arise, the annual calendar developed to schedule the use of Elementary Early Release Days may be modified using the following process:

9.1.98.2 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)
9.2 Additional Duties

9.2.1. Each unit member may be assigned additional duties which are related to their responsibilities as a unit member. Such duties may include, but are not limited to:

9.2.1.1 Site meetings of reasonable length

9.2.1.1.1 Elementary sites Site Early-Out Monthly Meetings

- 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

9.2.1.2 Secondary sites Site Early-Out Monthly Meetings

- 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
9.2.1.3 IEP
9.2.1.4 S.S.T.

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Given unforeseen circumstances or emergency situations, the site principal may call a site meeting not to exceed sixty (60) minutes, of reasonable length and scope.

Supervision Duties

Members who are assigned outdoor Supervision duties shall supervise no more than forty-five (45) students per supervising adult. All supervision/duty assignments shall comply with the provisions of §9.11.

Beginning Starting the 2020-21 school year, insofar as practical, supervision/duties at an all elementary school sites shall be assigned equitably, so that members at that one school site shall not be required to perform more supervision/duties assignments per week, than their colleagues assigned at the same to other elementary school site(s). The standard for supervision/duties shall be no more than seventy (70) minutes one hundred (100) and twenty (20) 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 (100) and twenty (20) minutes of standard supervision/duties shall be at the discretion of site administrator individual school sites.

If it is determined that additional supervision/duties assignment(s) are necessary at given school site(s) beyond the standard supervision/duties which may be assigned per 9.2.1.5.2 above, the District will provide pay at the Certificated Hourly Rate, per Section 14.5.1, for the cumulative time spent beyond the standard supervision duty of one hundred (100) minutes over every two week period, non-bargaining unit personnel to cover these additional in supervision/duties assignment(s). The assignment of duties beyond the standard supervision duty shall be assigned equitably at each school site.

Such duties may not be assigned on Saturdays or Sundays or in the evening except as described in §9.3.

Effective July 1, 2016 January 1, 2020 January 1, 2020 2019. Unit members shall be paid at the Certificated Hourly Rate, per §14.5.1, for the total cumulative time spent in on a given work day for in IEP, SST, CARE Team, and/or 504, or other meetings that extend more than seventy-five (75) minutes after the applicable required site time. (See §9.1.1) regarding individual students in excess of seventy-five (75) sixty (60) minutes seventy (70) minutes beyond required site time, by level.

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, per-teacher, to probationary teachers shall be limited to no more than three (3). Insofar as practical possible, 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.

9.5 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 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 4 and 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.

8 Preparation Period

9.8.1. Unit members assigned to a comprehensive 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 and secondary-SDC 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 a mild to moderate program as teacher of record to teach classes that include students who are not on their caseload 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 Teachers at Olympic Continuation High School shall be entitled to a daily preparation period equivalent in length to a regular instruction period at the site, the use of which shall be at individual teacher's discretion. An additional daily period equivalent in length to a regular instruction period shall be scheduled to allow bargaining unit members to attend various student-centered meetings, e.g., IEP, SST, MHC, and other meetings regarding individual students at the site. To provide greater scheduling flexibility, designated prep periods and student free periods may be used interchangeably, provided bargaining unit members retain discretion over the use of at least half of these periods during every two (2) week period while school is in session.

9.8.2.2 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:

9.8.2.2
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, effective at the beginning of the 2019-2020-2017-18 school year, and moving forward.

9.8.3 If at an elementary site a substitute is unavailable because of an emergency as described in §19.2.14, and the students in the uncovered class are distributed to other classrooms, the teachers shall be compensated 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 between two teachers when students are distributed to two (2) classrooms for up to three (3) hours per day

- $216 split between two (2) teachers when students are distributed to two (2) classrooms for more than three (3) hours per day

- No less than $50 per affected teacher if students are divided between more than two (2) classrooms for up to three (3) hours per day

- No less than $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, in no case shall general education students will shall not be distributed to SDC classrooms, and vice versa.

9.8.3.2 Bargaining unit members, including those who are assigned as elementary prep providers at given school site(s), e.g., librarians, music teachers, P.E. teachers, etc., shall not be assigned as substitute teachers, except during open times in their schedule or their contractual prep time, or in emergency situations, per section 19.2.14, unless provided no other option exists to cover a given classroom.

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 section 9.10.

9.8.5 General education elementary classroom teachers, grades TK-5 and 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, due to holiday weekends, District in-service days or other calendar-related prep time loss, "make-up" prep time shall be timely provided to ensure that affected elementary teachers receive the same number of prep over the course of the school year as their colleagues whose weekly or daily prep times were not reduced due to calendar related impacts. Efforts shall be made to equalize the impact of such shortening throughout all teacher preparation periods at the site.

[Last portion of previous section moved to 9.8.5.4.1]

9.8.5.1 TK/K teachers working at a site with an instructional day of at least three hundred and sixty (360) minutes equivalent to a full day first grade class (define a standard full day TK/K, or and extended day TK/K schedule) shall receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of preparation time every two (2) week period during their student instructional day. TK/K teachers working at a site with an instructional day less than three hundred and sixty (360) minutes equivalent to a full day first grade class (define a standard full day TK/K, or and extended day TK/K schedule) shall 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.

TK/K teachers shall receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of preparation time in every two (2) week period during the student instructional day, at sites with all-day TK/K schedules (define a standard full day and extended day TK/K schedule). TK/K prep time may be scheduled outside of the student day at sites with non-all-day TK/K schedules; 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, regardless of the TK/K schedule in place at a given school site, for teachers on an all day schedule of at least three hundred and sixty (360) minutes, (define standard all day or and extended day TK/K instructional schedules) 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 (20) 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

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during the student instructional day. This preparation time is intended to assist teachers who do not have a 20:1 class. Therefore, 3/4th grade combination classes do not receive this additional preparation time.

**9.8.5.4** Effective with the start of the 2019-20 school year, elementary teachers at grades TK-3 shall be entitled to an additional one hundred twenty (120) sixty (60) minutes of pull-out preparation time in every two (2) week period, subject to the limitations in section 9.8.5.1 and 9.8.5.2 above. This additional preparation time is to be scheduled during the student instructional day.

(Moved from 9.8.5) **9.8.5.4.1** Regardless of the instructional schedule in place at a given elementary school site or grade level, "in the event that the instructional day and/or instructional week are shortened, due to holiday weekends, District in-service days or other calendar-related prep time loss, pay for these lost preps shall be provided to ensure that affected.

**9.8.5.4** Efforts shall be made by the District to ensure that elementary teachers at the site 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, to ensure that elementary teachers receive the same number of preps over the course of successive school years as their colleagues whose weekly or daily prep times were not reduced due to calendar-related impacts. To help facilitate teachers receiving the same number of preps, the day of the week that prep time is scheduled provided at a given grade level shall be rotated on an annual basis to ensure that, insofar as possible, the same teachers are not impacted by calendar-related loss of prep time during successive school years.

**9.8.5.5** Teachers assigned to elementary dual-language bilingual instruction classrooms (e.g., classrooms in which one (1) teacher delivers the required curriculum in English and one (1) teacher delivers the required curriculum in Spanish, or in which one (1) teacher delivers the required curriculum in both English and Spanish), shall be provided one (1) two (2) on-site sub-release days, per trimester, to address additional assessment/planning requirements and other workload impacts associated with dual-language instruction classrooms.

**9.8.6** 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.

**9.8.7** 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 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 (1) 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 Assistant Superintendent. The Plan will be signed by the site principal and the site lead MDEA representative and will include the 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:

   Middle Schools 420 Minutes — 6-8
   High Schools 435 Minutes — 9-12

b. Start time for unit members Teachers' start time at all levels is fifteen (15) minutes before teacher responsibility for students begins

c. Teachers' 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

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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) 30 minutes, those additional minutes shall be added to the total site time, by level, extending the required teacher work day by that same number of minutes.

2. 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 4 (a-f) above.

g. 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:

i. 9.10.1.4.1.1 A compliant fallback schedule vs. a proposed non-compliant schedule

ii. 9.10.1.4.1.2 Two (2) compliant schedules, one (1) of which shall be designated as the fallback schedule on the ballot

h. 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 schedule 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 bell time so that site time is maintained at four hundred thirty-five (435) minutes.

e. 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 4 (a-f) above.

3. Sites which have requested a schedule vote during the 2016-2017 school year for implementation in 2017-2018 school year may conduct a schedule vote during spring of 2016-2017 under the following circumstances:

d. 9.10.1.4.4 Sites that wish to renew their current non-compliant schedule or propose a new schedule for 2017-2018 school year must create a compliant fallback schedule.

i. 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 4 (a-f) above.
ii. 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.

iii. 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 be "grandfathered" continue with the current schedule traditional start time until the site proposes a vote on a new schedule. Future schedule votes will require a fallback schedule that is compliant §9.10.1.3 (a-f) above.

3. 9.10.1.5 Any change in preparation periods must be included in the voting procedures 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.

4. 9.10.1.6 It is further understood that any modifications to the student schedule must meet state requirements for instructional minutes and Mt. Diablo Board of Education requirements, unless the school has acquired a waiver from the State Board of Education.

5. 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.

9.40.4.4 9.10.1.8 All unit members affected by the scheduling change may vote.

9.40.4.5 9.10.1.9 A two-thirds (2/3) majority of votes cast must vote in the affirmative.

9.40.4.6 9.10.1.10 In order to be valid, a majority (50% +1) of the MDEA unit members must vote.

[inserted from 9.10.1.10-g]

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.

[inserted from 9.10.1.11-4]

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.

Ch 9-13

Board Approved 12/12/16
9.10.1.12.1 If a renewal vote is not 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.** If either MDEA of the District believe that the voting process did not follow the contract procedures, the Superintendent or Designee shall meet with the MDEA President or Designee to discuss and determine how best to remedy the results of the vote. In the event the vote is called into question, the MDEA President or Designee shall cite the contract section that was violated and will be subject to the Grievance Process.

9.10.1.13.1 An Assistant Superintendent or designee may be present when the 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 renewal 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.

9.10.2 Any change in preparation periods must be included in the voting procedures outlined in §9.10.1 above. Furthermore, preparation period modifications shall provide for an equivalent to ten (10) traditional schedule instructional periods over a two-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. *(Moved to 9.10.3 (2-f) above with changes indicated in red)*

9.10.3 It is further understood that any modifications to the student schedule must meet state requirements for instructional minutes unless the school has acquired a waiver from the State Board of Education. *(Moved to 9.10.3 (2-g) above)*

9.10.4 The parties strongly recommend that any school faculty who 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. *(Moved to 9.10.3 (2-h) above)*

9.10.5 Mt. Diablo Education and Mt. Diablo Unified School District, hereafter, the Parties, agreed during the 2016-2018 contract negotiations to work together to produce a list, by level, of the time at which teachers are required to arrive at their school site and the time at which they may leave work (site time), provided there are no additional mandatory meetings or trainings scheduled.
To facilitate this agreement, the Parties undertook a review of site times during the 2016-2017 school year and found most schedules, District-wide, were out of compliance with the site time required, by level, in the MDEA/MDUSD Agreement.

To establish a process and timeline for bringing school sites into compliance with site time, the Parties agree as follows:

1. 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:
      - Elementary: 415 minutes
      - Middle Schools: 420 minutes
      - High Schools: 436 minutes
   b. Start time for teachers is fifteen (15) minutes before teacher responsibility for students begins
   c. Teacher’s end time 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 30 minutes, those additional minutes shall be added to the total site time, extending the teacher day by that same number of minutes

2. 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 1-(a-f) above.
   a. 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:
      i. A compliant fallback schedule vs. a proposed non-compliant schedule
      ii. Two compliant schedules, one of which shall be designated as the fallback schedule on the ballot
   b. A non-compliant schedule may not be the designated fallback schedule
   c. Fallback schedules may be alternative or block schedules provided they are compliant with site time as described in 1-(a-f) above.
3. Sites which have requested a schedule vote during the 2016-2017 school year for implementation in 2017-2018 school year may conduct a schedule vote during spring of 2016-2017 under the following circumstances:

   a. Sites that wish to renew their current non-compliant schedule or propose a new schedule for 2017-2018 school year must create a compliant fallback schedule.

   i. To create a compliant fallback schedule, the site may adjust their existing schedule to meet the compliance requirements defined in 1 (a-f) above.

   ii. 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.

   iii. Sites which already have a schedule in place with a start time that is 30 minutes prior to regular classes beginning shall be "grandfathered" until the site proposes a vote on a new schedule. Future schedule votes will require a fallback schedule that is compliant with 1 (a-f) above.

   iv. Due to logistical concerns for the 2016-2017 school year, all proposed schedules must be submitted to the appropriate Assistant Superintendent and the MDEA Vice-President by May 1, 2017; however votes on approved schedules may take place through May 31, 2017.

9.10.1.9 TK/K Instructional Adjustment Process

9.10.1.9.1 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 man-made disasters, or other unforeseen/unanticipated events occur which significantly alter the assumptions under which a given TK/K instructional schedule may be contemplated by the Parties.

9.10.1.9.2 The District shall have the right to change the TK/K schedule to accommodate such circumstances for the first eighteen (18) days of instruction. The Parties will meet and confer as to whether a proposed TK/K instructional schedule modification is required after said 18 day period based on specific change(s) in assumptions the District presents and which they believe warrant an instructional schedule modification at that school site.

9.10.1.9.3 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.
after the start of the school year. The Parties acknowledge that when
dramatic increases/decreases in enrollment, natural or man-made disasters,
or other unforeseen/unanticipated events occur which significantly alter the
assumptions under which a given TK/K instructional schedule may be
contemplated by the Parties.

9.10.1.9.2 The District shall have the right to change the TK/K schedule to
accommodate such circumstances for the first eighteen (18) days of
instruction.

9.10.1.9.3 The Parties will meet and confer as to whether a proposed TK/K
instructional schedule modification is required after said 18 day period based
on specific change(s) in assumptions the District presents and which they
believe warrant an instructional schedule modification at that school site. 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. (Insert language from
grievance settlement MOU, renumbered appropriately).

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. (Check references)

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
decreased in enrollment, natural or human-made disasters, or other
unforeseen/unanticipated events occur which significantly alter the assumptions
under which a given TK/K instructional 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 6.4, 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 increased in enrollment, such as
those listed in section 9.11.2 9.10.9.1.2, the District will notify the Association of
the circumstance(s) which they believe warrant TK/K instructional schedule
modification(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 modification(s) at that school site.

9.11.5 9.11.4 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.

9.10.2 9.40.0.1 9.124 Compliant Schedule Exceptions

1. 9.124.140.2.4 Comprehensive High Schools with early out schedules (Concord High School, Mount Diablo High School, Northgate High School, Ygnacio Valley High School) may use “averaging” in calculating a compliant fallback schedule in the following manner:

   a. 9.11.1.4 9.124.4 The student’s daily schedule will be reduced by two (2) minutes.

    b. 9.124.1.1 9.40.2.1.2 The created fallback schedule will identify sixteen (16) 46 early-release days (one (1) early-out day per month and six (6) final exam minimum days) on which unit members’ teachers’ end time will be fifteen (15) 46 minutes after students are dismissed. There will be no meetings or trainings scheduled on these days.

    c. 9.124.1.2 9.40.2.1.3 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.

    d. 9.124.2 9.40.2.2 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 complaint 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.

    e. 9.124.3 9.40.2.3 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.

9.124.4 The parties acknowledge that if fifteen (15) minutes before and fifteen (15) minutes after is added to the existing student schedule at some high school sites, the site time would exceed four hundred thirty-five (435) minutes. In those cases the schedule at those sites shall require less than fifteen (15) minutes after so that site time is maintained at four hundred thirty-five (435) minutes.
f. Secondary schedule votes shall be subject to the procedures in Article 9—Block or Alternative Schedule Vote. Scheduling.

g. 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.

[prior section moved to 9.10.1.11]

9.10.1.11–9.10.3 9.132 Site Schedule Vote Lists

1. By the end of 2016-2017, the District will produce and provide to MDEA a list of schedules at all school sites including all of the items listed in 8(a) below and indicating whether:

   a. The site’s schedule is “Compliant” with site-time

   b. The site’s schedule is “Non-Compliant” with site-time

   c. The site’s schedule is “Authorized Non-Compliant” (by dated and documented schedule vote)

2. Schedule votes for the remaining “Non-Compliant” site schedules shall be compelled by the Parties, and shall take place over the course of the 2017-2018 school year utilizing the criteria in 9.10.1.3 (1) (a-f) above.

   a. 2017-2018 schedule votes, and all schedule votes moving forward shall be proctored by MDEA, including elementary sites.

3. By the end of the 2017-2018 school year, the District will produce a list of schedules at all school sites including the information in 9(a) 5(a) below and indicating whether:

   a. The site’s schedule is “Compliant” with site-time

   b. The site’s schedule is “Authorized Non-Compliant” (by dated and documented schedule vote).

4. All site schedules listed as “Authorized Non-Compliant” shall be renewed at least once every two years by a two-thirds (2/3) majority vote of the staff in a MDEA proctored election.

   a. If a renewal vote is not 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.

[prior section moved to 9.10.1.12.1]

5. 9.132.1 A list shall be produced annually, moving forward, which indicates the required site time, by level, at all District school sites.

Ch 9-19

Board Approved 12/12/16
9.132.1.1  This list shall include teacher start time, teacher end time, and length of teacher lunch.

9.132.1.2  For sites that are “Authorized Non-Compliant” the list shall indicate the date of the authorizing vote.

9.132.1.3  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.

9.132.1.4  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.

9.11-9.40  Duties: 9.143 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 subsections) of this agreement, relating to safety. The provisions of this section 9.11 shall be effective upon the commencement of the 2002-03 instructional year (the first day students return to school).

Sandra Outley  12/18/19  For MDEA  Date

Jim Murphy  12/18/19  For MDUSD  Date

Ch 9-20  Board Approved 12/12/16
Tentative Agreement 10/12/18

MDEA Counterproposal
October 12, 2018 to
District proposal of October 11, 2018
Article 11 – Evaluation

Time: 11:20 a.m.

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:

Developing
Distinguished
Meets Expectations
Needs Improvement
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 fifteenth academic day of the academic year the principal/program administrator of each school/program shall post a list of those persons to be evaluated during the current year. This notice shall also identify who 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. In addition, by mutual agreement a third Standard may be included. If, over the course of the year’s evaluation process the evaluator has concerns falling outside these two or three standards, such concern shall be communicated in the comments section of the evaluation form.

11.6.2. Final Conference

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

11.6.3. Signatures

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

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

11.6.5 Forms

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

11.6.6 Judgments Not Grievable

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

11.7 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 Executive 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 five (5) 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 15th.

11.8 Self-Evaluation Option (Pilot-Program)

The Self-Evaluation Option shall be in effect as a Pilot-Program for the term of the 2016-18 successor contract. No later than sixty (60) days before the conclusion of the final year of the term of the Successor Contract, the Parties will meet to determine whether to incorporate the Self-Evaluation Option into the contract moving forward.

11.8.1 Unit members with permanent status who have received an overall rating of “Meets Expectations” or better on their most recent under the 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 at least forty-five (45) days prior to the end of the academic year, and

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 shall not 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

<table>
<thead>
<tr>
<th>Event</th>
<th>Timeline description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Announcement</td>
<td>Fifth day after assignment begins.</td>
</tr>
<tr>
<td>Materials</td>
<td>Within first two (2) weeks after assignment begins.</td>
</tr>
<tr>
<td>Initial Conference</td>
<td>Complete prior to thirty (30) days after assignment begins.</td>
</tr>
<tr>
<td>Interim Evaluation</td>
<td>Temporary employees hired prior to December 1, if requested at initial conference.</td>
</tr>
<tr>
<td></td>
<td>One-semester job sharers: Final evaluation only.</td>
</tr>
<tr>
<td>Final Evaluation</td>
<td>Two (2) weeks prior to end of last semester of employment for the year.</td>
</tr>
</tbody>
</table>

For MDEA: 10/12/18

For the District: 10/12/18

Board Approved 12/12/16
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 2016-18 2018-? 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 2016-48 2018-? 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 2013-16 2018-? 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. Should a vote be required, action must be taken on an affirmative vote of at least five (5) members.

13.2.2 The PAR Panel shall be responsible for:

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

13.2.2.1.1 Generally, the Panel shall meet within the Panel members' workday; however, work after 4:00 p.m. shall be compensated at the negotiated hourly rate.
13.2.2.2 Developing the budget for the PAR Program subject to Board approval;

13.2.2.3 Any decisions about eligibility for the PAR Program;

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

13.2.2.5 Evaluating peer coaches;

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

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

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

13.2.2.9 Selecting its own chair; and

13.2.2.10 Reviewing coaches’ interventions and assistance.

13.2.3 A Panel member shall neither participate in discussion nor vote on any matter in which 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 § 12.4.8.

13.3.3 Voluntary participants in this PAR Program shall count as one (1) on the caseload.

13.4 Permanent Teacher Intervention
13.4.1 The purpose of this PAR Program is to assist and offer remediation to permanent teachers whose performance has been evaluated as “unsatisfactory” in one or more of the California Standards for the Teaching Profession by the principal, or who are otherwise assigned or volunteer to participate in the PAR Program to achieve a “proficient” level of performance consistent with the Standards. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the school district. The written documentation in the evaluation report shall become a part of the permanent teacher’s personnel file.

13.4.2 The prime focus of this PAR Program is to provide assistance and renew quality teaching.

13.4.3 Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference in the spring of the year when the teacher receives the “unsatisfactory” evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the lead coach to begin the development of an Individual Learning Plan. If the permanent teacher so desires, MDEA shall provide representation in this meeting.

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

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

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

13.4.7 Nothing in this article precludes the principal or District from doing informal observations, nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher’s fulfillment of 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 this Agreement, the record of this intervention may be sealed within the personnel file after four (4) years.

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

13.6 Miscellaneous Provisions

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

13.6.2 This program shall be a partnership program. In addition to the District and MDEA, the parties shall immediately put forward a Request for Proposal to the deans of schools of education in the area to secure a university partner for this program. The university entering into this partnership shall be evaluated on the basis of the additional resources it is able to bring to bear, especially in training the peer coaches to meet their responsibilities and in the development of the rubric envisioned in §11.2.1.

13.6.3 Expenditures for the PAR Program shall not exceed revenues or received funds made available through passage of AB1x (1999, Villariagosa or successor legislation) excluding the allowable administrative cost.

13.6.4 At the conclusion of the 2000 – 2001 fiscal year, if revenue exceeds expenditures, the parties shall meet to determine the allocation of the surplus.

13.6.5 MDEA and the District shall immediately develop a request for waiver for submission to the State Board of Education to modify the composition of the PAR Panel consistent with this Agreement.

13.6.6 Funds shall also be set aside to allow the Peer Coaches funds to provide for release days and/or conferences as developmental tools with the teachers assigned to the PAR Program.

13.6.7 It is understood and agreed that this PAR Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villariagosa) or successor legislation.
13.6.8 The cost of releasing coaches and support providers for service in the PAR Program shall be computed on the basis of a step 1, column 1 replacement temporary teacher plus benefits, fixed costs, and the pro rata 10 days.

13.6.9 Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.

13.6.10 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-re-employment 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 (5 or more) 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 five (5) Panel members.

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 of which must be the applicant's direct supervisor/evaluator, a site MDEA Rep, and 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 be required, action must be taken on an affirmative vote of at least five (5) members.

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.

For MDEA

Date

For the District

Date
ARTICLE 14

SALARIES

14.1 Salary increases

14.1.1 FY 2018-19

14.1.1.1 (i) All MDEA unit members shall receive an off-schedule, one-time payment equal to one percent (1%) of their 2018/2019 salary placement as of June 30, 2019.

14.1.1.1 (ii) All salary schedules for all MDEA unit members shall be increased by one and one-half percent (1.5%) two percent (2%) effective July 1, 2018.

14.1.2 FY 2019-2020

14.1.2.1 (i) All MDEA unit member salary schedules shall be increased by one percent (1%) three percent (3%) two percent (2%) effective July 1, 2019.

14.1.2.2 (ii) All MDEA unit member salary schedules shall be increased by an additional one percent (1%) effective January 1, 2020.

14.1.3 FY 2020-2021

14.1.3.1 (i) All MDEA unit member salary schedules shall be increased by one and one-half percent (1.5%) four percent (4%) three percent (3%) effective July 1, 2020.

14.1.3.2 (ii) All MDEA unit member salary schedules shall be increased by an additional one-half percent (0.5%) effective January 1, 2021.

14.1.4 3 Retroactive Payments

14.1.4.1 3-(i) The retroactive increases set forth in 14.1.1 and 14.1.2 shall be paid to all unit members employed as of July 1, 2019, not later than forty-five (45) days after ratification.

14.1.4.2 3-(ii) The retroactive increases set forth in 14.1.2 shall be paid to all unit members, not later than forty-five (45) days after ratification.
14.1.1 For the 2018-19 school year, all salary schedules for members represented in the MDEA bargaining unit shall be increased by 4% effective July 1, 2018.

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 2ll: 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, nonwork days and evenings) shall receive thirty-two ($32) thirty-three ($33) 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 thirty-six dollars ($36.00) 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 Teacher's 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 $1,372 $1,413 for the 2016-17 2017-18 2018-19 school year for each Masters and/or Doctorate degree held. This base $1,372 $1,413 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 Excess Workload Other Stipends

Unit members assigned to the following certain positions shall receive the annual stipend equivalent to the 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:

- Teacher of Record for Unit members
- Teachers assigned to dual-language instruction classrooms
- Teachers assigned to elementary combination classrooms
- Teachers who are not assigned to a permanent classroom and who must physically move themselves and teaching materials to different classrooms throughout the day to fulfill their teaching duties

14.87 Standards-Based Intervention Pay

14.87.1 Effective with the 2012-13 school-year, unit 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 hourly rate listed on the salary schedules for the given year thirty-six dollars ($36.00) thirty-seven dollars ($37) 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.
14.87.2 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.

14.98 Special Education Caseload Overage Special Compensation Pay

14.98.1 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.

Linda Ottegas 12-18-19
For MDEA Date

Jaco Murphy 12/18/19
For MDUSD Date
Mt. Diablo Unified School District

Mt. Diablo Education Association (Teachers: 385 days)
Salary Schedule - 2017-18
(3% increase effective 7/1/17)

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ADVANCED DEGREES

MDSEA personnel will receive a stipend above base salary placement for the following:
- Master's Degree from an accredited institution-$1,413
- Doctorate (e.g., Ed.D/Ph.D) from an accredited institution-$1,413
- National Board Certification-$1,413
- Bilingual/Cross-cultural Language in Academic Development (BCLA) certification-$1,413
- Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC)-$1,413
- School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation-$1,413

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* Per Article 14.5.1.2b, and 14.8.1 these amounts shall increase by the same percentage increase applied to the salary schedule, if any, each year.

Class site Overage Rates:
- General Education: $25.26 per student per day
- Elementary P.E. and all Secondary: $5.05 per student per period per day
- Special Education:

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</tbody>
</table>

Key: SDC - Special Day Class; SH - Severely Handicapped; LH - Learning Handicapped
** Speech Pathologist rates based on number of sessions with student, rather than days

30-Day: $352
Other: $512
Annual: $704
Triennial: $704
PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.
Class I: Teachers with an BA or degree plus up to 44 semester units
Class II: Teachers with an MA or degree plus 45 semester units
Class III: Teachers with an MA or degree plus 60 semester units
Class IV: Teachers with an MA or 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 the 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.

SERVICE CREDIT

Effective July 1, 1999, credit for teaching experience outside the District, and 1 year of credit for military service, shall be given to a maximum of 10 years for both. The maximum placement for teachers new to the District shall be Step 11 in any class. Effective July 1, 2000, maximum placement shall be Step 17.

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 at 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 higher Masters or Ph.D.
3. Individual will be teaching for the MUSD in a field related to their higher Masters or Ph.D.
4. MUSD 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 towards 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 held by the unit member to retain the position held.

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

To ensure proper classification credit, advance approval must be obtained from the Human Resources Personnel Office.

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 held by the unit member to retain the position held at the time of taking CEUs. Fifteen (15) classroom hours shall equal one unit.

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

For MUSD

For MDEA

12/18/19

12/18/19
Mt. Diablo Unified School District
Mt. Diablo Education Association (Teachers: 185 days)
Salary Schedule- 2017-18
(3% Increase effective 7/1/17)

<table>
<thead>
<tr>
<th>STEPS</th>
<th>CLASS I</th>
<th>CLASS II</th>
<th>CLASS III</th>
<th>CLASS IV</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-44</td>
<td>53,339</td>
<td>54,557</td>
<td>56,153</td>
<td>57,794</td>
</tr>
<tr>
<td>1</td>
<td>54,375</td>
<td>56,074</td>
<td>57,840</td>
<td>59,663</td>
</tr>
<tr>
<td>2</td>
<td>55,766</td>
<td>57,589</td>
<td>59,585</td>
<td>61,601</td>
</tr>
<tr>
<td>3</td>
<td>57,208</td>
<td>59,257</td>
<td>61,394</td>
<td>63,601</td>
</tr>
<tr>
<td>4</td>
<td>58,688</td>
<td>60,928</td>
<td>63,266</td>
<td>65,695</td>
</tr>
<tr>
<td>5</td>
<td>60,212</td>
<td>62,647</td>
<td>65,201</td>
<td>67,860</td>
</tr>
<tr>
<td>6</td>
<td>61,783</td>
<td>64,428</td>
<td>67,203</td>
<td>70,106</td>
</tr>
<tr>
<td>7</td>
<td>63,401</td>
<td>66,269</td>
<td>69,277</td>
<td>72,433</td>
</tr>
<tr>
<td>8</td>
<td>65,065</td>
<td>68,167</td>
<td>71,427</td>
<td>74,851</td>
</tr>
<tr>
<td>9</td>
<td>66,783</td>
<td>70,124</td>
<td>73,641</td>
<td>77,354</td>
</tr>
<tr>
<td>10</td>
<td>67,832</td>
<td>72,150</td>
<td>75,944</td>
<td>79,959</td>
</tr>
<tr>
<td>11</td>
<td>66,783</td>
<td>74,237</td>
<td>78,322</td>
<td>82,658</td>
</tr>
<tr>
<td>12</td>
<td>67,832</td>
<td>76,417</td>
<td>80,786</td>
<td>85,457</td>
</tr>
<tr>
<td>13</td>
<td>66,783</td>
<td>74,237</td>
<td>80,786</td>
<td>85,457</td>
</tr>
<tr>
<td>14</td>
<td>65,065</td>
<td>68,167</td>
<td>71,427</td>
<td>74,851</td>
</tr>
<tr>
<td>15</td>
<td>66,783</td>
<td>70,124</td>
<td>73,641</td>
<td>77,354</td>
</tr>
<tr>
<td>16</td>
<td>67,832</td>
<td>72,150</td>
<td>75,944</td>
<td>79,959</td>
</tr>
<tr>
<td>17</td>
<td>66,783</td>
<td>74,237</td>
<td>78,322</td>
<td>82,658</td>
</tr>
<tr>
<td>18</td>
<td>65,065</td>
<td>68,167</td>
<td>71,427</td>
<td>74,851</td>
</tr>
<tr>
<td>19</td>
<td>66,783</td>
<td>70,124</td>
<td>73,641</td>
<td>77,354</td>
</tr>
<tr>
<td>20</td>
<td>67,832</td>
<td>72,150</td>
<td>75,944</td>
<td>79,959</td>
</tr>
<tr>
<td>21</td>
<td>66,783</td>
<td>74,237</td>
<td>78,322</td>
<td>82,658</td>
</tr>
<tr>
<td>22</td>
<td>65,065</td>
<td>68,167</td>
<td>71,427</td>
<td>74,851</td>
</tr>
<tr>
<td>23</td>
<td>66,783</td>
<td>70,124</td>
<td>73,641</td>
<td>77,354</td>
</tr>
<tr>
<td>24</td>
<td>67,832</td>
<td>72,150</td>
<td>75,944</td>
<td>79,959</td>
</tr>
<tr>
<td>25</td>
<td>66,783</td>
<td>74,237</td>
<td>78,322</td>
<td>82,658</td>
</tr>
</tbody>
</table>

ADVANCED DEGREES

MTA personnel will receive a step increase above base salary placement for the following:

- Master's Degree from an accredited institution-$4,413
- Doctorate (e.g. Ed.D or Ph.D) from an accredited institution-$1,413
- National Board Certification-$1,413
- Bilingual Cross-cultural Language in Academic Development (BCLAD) certification-$1,413
- Speech and Language Pathologist who possesses a valid Certificate of Clinical Competence (CCC)-$1,413
- School Nurses who possess a valid National Board Certification of School Nurses (NBCHS) designation-$1,413

Certified Hourly Rate*: $33.00
Standard Based Intervention Hourly Rate*: $37.00
Curriculum Development Hourly Rate*: $39.00
Summer School Hourly Rate*: $37.00

* Per Article 14.2.1.1, 14.2.3.1, and 14.8.1, these amounts shall increase by the same percentage increase applied to the salary schedule, if any, each year.

Class size Overages:

- General Education: $26.75 per student per day
- Elementary PE and All Secondary: $6.05 per student per period per day

Special Education:

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Caseload Maximum</th>
<th>Overage Maximum</th>
<th>Overage Rate per student per day</th>
<th>Rate as percent of Step One Column One</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary SDC - SH</td>
<td>5</td>
<td>1</td>
<td>$25.78</td>
<td>0.421%</td>
</tr>
<tr>
<td>Secondary SDC - SH</td>
<td>11</td>
<td>1</td>
<td>$25.78</td>
<td>0.421%</td>
</tr>
<tr>
<td>Full Inclusion Facilities</td>
<td>11</td>
<td>1</td>
<td>$25.78</td>
<td>0.421%</td>
</tr>
<tr>
<td>Preschool SDC</td>
<td>12</td>
<td>1</td>
<td>$25.78</td>
<td>0.421%</td>
</tr>
<tr>
<td>Elementary SDC - LH</td>
<td>15</td>
<td>1</td>
<td>$25.78</td>
<td>0.421%</td>
</tr>
<tr>
<td>Secondary SDC - LH</td>
<td>15</td>
<td>1</td>
<td>$25.78</td>
<td>0.421%</td>
</tr>
<tr>
<td>Elementary Adaptive PE</td>
<td>18</td>
<td>1</td>
<td>$25.78</td>
<td>0.421%</td>
</tr>
<tr>
<td>Secondary Adaptive PE</td>
<td>20</td>
<td>1</td>
<td>$25.78</td>
<td>0.421%</td>
</tr>
<tr>
<td>Resource Specialist</td>
<td>28</td>
<td>2</td>
<td>$50.52</td>
<td>0.094%</td>
</tr>
<tr>
<td>Speech Pathologist</td>
<td>5</td>
<td></td>
<td>$22.26**</td>
<td>0.047%</td>
</tr>
</tbody>
</table>

Key: SDC = Special Day Class; SH = Severely Handicapped; LH = Learning Handicapped
** Speech Pathologist rates based on number of sessions with student, rather than days

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

- 30-Day: $352
- Other: $512
- Annual: $704
- Triennial: $704
- Case management: $192
- Hourly Rate: $64
PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

Class I: Teachers with an MA degree plus up to 44 semester units
Class II: Teachers with an MA degree plus 45 semester units
Class III: Teachers with an MA degree plus 60 semester units
Class IV: Teachers with an MA 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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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.

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SERVICE CREDIT

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2. K–12 private school teaching experience was in a field related to their higher Masters or Ph.D.
3. Individual will be teaching for the MDUSD in a field related to their higher Masters or Ph.D.
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To ensure issuance of classification credit, advance approval must be obtained from the Personnel Services office.

Alternative Credit

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

For MDUSD

For MDEA

Date

Date
Mt. Diablo Unified School District
2017-18-2019-20 MDEA SUPPLEMENTAL COMPENSATION SCHEDULE

Teachers assigned 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 $327 added beginning in the second year and in each alternate year thereafter through year ten (10). Longevity increments paid only to credentialed unit members and are added only for successive years of experience coaching the same sport.

Athletic Coaches:

<table>
<thead>
<tr>
<th>Fall</th>
<th>Cross Country</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 4</th>
<th>Year 6</th>
<th>Year 8</th>
<th>Year 10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cross Country Assistant</td>
<td>1,624</td>
<td>1,624</td>
<td>2,048</td>
<td>2,048</td>
<td>2,472</td>
<td>2,472</td>
</tr>
<tr>
<td></td>
<td>Football- Varsity</td>
<td>2,121</td>
<td>2,121</td>
<td>2,545</td>
<td>2,545</td>
<td>2,970</td>
<td>2,970</td>
</tr>
<tr>
<td></td>
<td>Football- Varsity Assistant</td>
<td>1,803</td>
<td>1,803</td>
<td>2,230</td>
<td>2,230</td>
<td>2,656</td>
<td>2,656</td>
</tr>
<tr>
<td></td>
<td>Football- Junior Varsity</td>
<td>1,803</td>
<td>1,803</td>
<td>2,230</td>
<td>2,230</td>
<td>2,656</td>
<td>2,656</td>
</tr>
<tr>
<td></td>
<td>Football- Junior Varsity Assistant</td>
<td>1,803</td>
<td>1,803</td>
<td>2,230</td>
<td>2,230</td>
<td>2,656</td>
<td>2,656</td>
</tr>
<tr>
<td></td>
<td>Football Trainer</td>
<td>1,803</td>
<td>1,803</td>
<td>2,230</td>
<td>2,230</td>
<td>2,656</td>
<td>2,656</td>
</tr>
<tr>
<td></td>
<td>Golf- Girls</td>
<td>1,697</td>
<td>1,697</td>
<td>2,121</td>
<td>2,121</td>
<td>2,545</td>
<td>2,545</td>
</tr>
<tr>
<td></td>
<td>Tennis- Girls</td>
<td>1,697</td>
<td>1,697</td>
<td>2,121</td>
<td>2,121</td>
<td>2,545</td>
<td>2,545</td>
</tr>
<tr>
<td></td>
<td>Volleyball-Varsity- Girls</td>
<td>1,697</td>
<td>1,697</td>
<td>2,121</td>
<td>2,121</td>
<td>2,545</td>
<td>2,545</td>
</tr>
<tr>
<td></td>
<td>Volleyball- Junior Varsity- Girls</td>
<td>1,624</td>
<td>1,624</td>
<td>2,048</td>
<td>2,048</td>
<td>2,472</td>
<td>2,472</td>
</tr>
<tr>
<td></td>
<td>Water Polo- Boys</td>
<td>1,697</td>
<td>1,697</td>
<td>2,121</td>
<td>2,121</td>
<td>2,545</td>
<td>2,545</td>
</tr>
<tr>
<td></td>
<td>Water Polo- Girls</td>
<td>1,697</td>
<td>1,697</td>
<td>2,121</td>
<td>2,121</td>
<td>2,545</td>
<td>2,545</td>
</tr>
</tbody>
</table>

| Winter | Basketball- Varsity- Boys | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Basketball- Varsity- Girls | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Basketball- Junior Varsity- Boys | 1,624 | 1,624 | 2,048 | 2,048 | 2,472 | 2,472 |
|        | Basketball- Junior Varsity- Girls | 1,624 | 1,624 | 2,048 | 2,048 | 2,472 | 2,472 |
|        | Soccer- Varsity- Boys | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Soccer- Varsity- Girls | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Soccer-Junior Varsity- Boys | 1,624 | 1,624 | 2,048 | 2,048 | 2,472 | 2,472 |
|        | Soccer-Junior Varsity- Girls | 1,624 | 1,624 | 2,048 | 2,048 | 2,472 | 2,472 |
|        | Wrestling | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Wrestling- Assistant | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |

| Spring | Baseball- Varsity | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Baseball- Junior Varsity | 1,624 | 1,624 | 2,048 | 2,048 | 2,472 | 2,472 |
|        | Cheer | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Golf- Boys | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Lacrosse- Boys | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Lacrosse- Girls | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Softball- Varsity | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Softball- Junior Varsity | 1,624 | 1,624 | 2,048 | 2,048 | 2,472 | 2,472 |
|        | Swimming- Boys | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Swimming- Girls | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Tennis- Boys | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Track- Boys | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Track- Girls | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Volleyball- Varsity- Boys | 1,697 | 1,697 | 2,121 | 2,121 | 2,545 | 2,545 |
|        | Volleyball- Junior Varsity- Boys | 1,624 | 1,624 | 2,048 | 2,048 | 2,472 | 2,472 |

Art Directors:

| High School Band Director | 2524.90 | 2,529 | 2,529 |
| High School Choral Director | 2524.90 | 2,529 | 2,529 |
| High School Dance Director | 2524.90 | 2,529 | 2,529 |
| High School Drama Director | 2524.90 | 2,529 | 2,529 |

*High School Drama and Dancee Art Directors producing fewer than three (3) productions annually per school shall receive stipends prorated basis.

High School Athletic Director

| Fall | 2,529 |
| Spring | 2,529 |

Approved by Board: #

Appendix A (Revised #)
<table>
<thead>
<tr>
<th>Co Curricular</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High School</strong></td>
</tr>
<tr>
<td>Band Director</td>
</tr>
<tr>
<td>Choral Director</td>
</tr>
<tr>
<td>Drama Director</td>
</tr>
<tr>
<td>Yearbook/Publications</td>
</tr>
<tr>
<td>Other Stipends* (e.g., Model UN, Mock Trial)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

*Each site may choose to fund alternative activities such as Academic Decathlon and Odyssey of the Mind through a faculty vote. Potential variations in the 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.*

<table>
<thead>
<tr>
<th>Middle School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band/Choral Director</td>
</tr>
<tr>
<td>Drama Director</td>
</tr>
<tr>
<td>Publications</td>
</tr>
<tr>
<td>Yearbook</td>
</tr>
<tr>
<td>Sports Site Coordinator</td>
</tr>
<tr>
<td>Athletic Coaches</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

*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 to the limit of three per year.*

<table>
<thead>
<tr>
<th><strong>Department Chairpersons</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Identified subject areas:</td>
</tr>
<tr>
<td>1-4 teachers (including chairperson)</td>
</tr>
<tr>
<td>5-9 teachers (including chairperson)</td>
</tr>
<tr>
<td>10 or more teachers (including chairperson)</td>
</tr>
</tbody>
</table>

*Maximum positions per school (including special education)*

<table>
<thead>
<tr>
<th>Elementary FTE Stipends:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each elementary school, Robert L. Shearer Preschool, Shadelands, and Sunrise shall receive a stipend for each FTE in the amount of</td>
</tr>
<tr>
<td>For the 2017-18 school year, the amount per FTE will be $137.29.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Teachers on Special Assignment (TOSAs) (full time):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternative Educators - Teachers in alternative school assignments:</td>
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<tr>
<td>Dual Language Immersion Teachers Utilizing SLGAD: $1,140</td>
</tr>
<tr>
<td>Dual Language Immersion Teachers at Dual Language Immersion Schools: $1,140</td>
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</table>

**Teacher assigned to Dual Language Classroom:** $1,413

**CA Registered Nurse Licensure employed as a School Nurse (stipend provided at full time equivalent):** $1,413

**Longevity Plan: (language transferred to front page with schedule)**

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

**Credentialed Coaches**
- Athletic Coaches (Credentialed):
- High School Band Directors
- High School Choral Directors
- Directors of High School Drama Productions

One (1) step shall equal one (1) year. Longevity increments shall be paid on these assignments beginning with the second step and in each alternate year thereafter through year ten (10). Longevity will be established on year three (3) of coaching the SAME sport. Additionally, if you are coaching in an additional season of sport in order to have longevity, you must coach three (3) years of that particular sport to receive longevity pay. Please see attached Longevity Pay Schedule.

For the 2017-18, 2018-19, 2019-20 school years, the longevity increments will be $326.64.

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

**High School Athletic Coaches:**
- Coaches shall be referred to as "certified," "non-certified," and "non-certified." A "certified" coach is one who is properly certified to teach in California.
- All "non-certified" coaches currently receiving longevity shall continue to do so. Longevity pay shall no longer be available to "non-certified" new hires effective July 1, 1998. Longevity pay shall no longer be available to "non-certified" new hires effective July 1, 1998.
- "Certified" and "qualified" coaches are able to qualify for longevity pay without regard to continuous service within the same sport, level, and gender if gender is applicable.

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

For MDEA
Linda Oliver
Date 12-3-19
For MDUSD
Julie Murphy Dated 12-8-19
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 SSICCC-JPA rules and regulations.

16.1.1 Effective with the 2019 Benefit Year, Delta Dental PPO per person maximum annual benefit shall be increased from $1,700 to $2,500 for each calendar year. Non-Delta Dental PPO per person maximum annual benefit shall be increased from $1,600 to $2,300 for each calendar year.

16.1.1.1 Effective with the 2019 Benefit Year, the orthodontic per person maximum lifetime benefit for both Delta Dental PPO dentists and Non-Delta Dental PPO Dentists shall be increased from $500 lifetime maximum to $2,500 lifetime maximum.

16.1.2 Effective with the 2019 Benefit Year, all District Vision Service Plan (VSP) benefits for both in-network and out-of-network providers shall—cover one hundred fifty percent (150%) of current reimbursements—using current plan limitations and exceptions.

16.2 2016 – 2018 2019-2020 Benefit Years:

16.2.1 The District will pay up to 80% of the 2016 Kaiser CalPERS rate, by level, for single, employee + 1 and family plan. Moving forward, in each subsequent Benefit year beginning in 2018, the District will adjust the District payment up to eighty percent (80%) of the Kaiser CalPERS rate for that Benefit Year for each applicable tier; provided that the dollar increase does not exceed four 4-six (6) percent (4%) of the then current dollar cost. Should the dollar cost increase in any year exceed four 4-six (6) percent (4%), the District share will be calculated to include the four 4-six (6) (4%) percent increase and the dollar amount over four 4-six
(6) 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 will be less than eighty percent (80%) of the then current Kaiser CalPERS rate, unless the District and MDEA negotiate a different amount.

16.2.1.1 In the event that the dollar cost increase exceeds four six (6) 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 at 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.

16.3 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 original copies of dependent documents, if applicable, to be photocopied 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 **month following one (1) full 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 fifteen (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 of 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 of 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 of 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 and are in paid status on June 30 shall be provided with dental and vision benefits through September
August of the following school year, and with medical benefits through September August of the following 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.

[Signature]
For MDEA 12/3/19
Date

[Signature]
For MDUSD 12/3/19
Date
MDEA Counterproposal 12/7/18 to
District Counterproposal of 12/7/18 – 9:20 A.M.

Article 19 – Leaves

Time: 12:49 P.M.

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 three (3) six (6) days 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. Discretionary Days must have prior approval if taken on a Monday or a Friday. 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.
19.3 Sick

19.3.1 Annually, each unit member shall be granted ten (10) sick leave days per school year at the rate of one day per month to a total of ten (10) days with full pay to be used in cases of accident, illness, or quarantine 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 female unit member shall be entitled, upon request, to an unpaid leave of absence as provided in §19.17 (Pregnancy & Maternity Leave), in addition to or in place of sick leave.

19.3.4 Effective January 1, 1999 the District shall comply with the provisions of: Ed. Code §44977, and Ed. Code § 44978.1. In summary these sections provide for the following:

19.3.4.1 After all accumulated sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the unit member shall receive the difference between his/her own salary and the amount which 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 For teachers at schools with a SIG schedule and a correspondingly longer day, the substitute rate shall be 8/7 of the regular daily and long-term substitute rates rounded up to the nearest half dollar, 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 & 19.2.4).

19.3.4.6 The period of time spent on an “Improvement of Health” leave shall run concurrently with time spent on a 24-month or 39-month reemployment list.

19.3.4.7 If an employee is medically able to return to his/her duties after he/she has exhausted his/her “Improvement of Health Leave,” but prior to being released from employment (e.g. expiration of the 24-month or 39-month reemployment list) the employee shall be returned to the next available vacancy for which he/she is credentialed and qualified.

19.3.4.7.1 If more than one vacancy exists, the Executive Director of Human Resources Personnel Services or designee shall solicit from the employee his/her preference.

19.3.4.7.2 The Executive Director of Human Resources Personnel Services 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 Director of Personnel Services 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 Personnel Services 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 Personnel Services 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.

19.24 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 work day, since annual sick leave days are not credited until the August pay warrant.

must have at least ten (10) sick leave entitlement days remaining after their deposit. This ten (10) day requirement shall be deemed to have been met if a qualifying member has at least eleven (11) days accumulated sick leave remaining on the first required work day of the school year. 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.
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, her/his 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 CSLB 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.

* 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.

[Signatures]

For MDEA  
Date

For MDUSD  
Date
MDEA Mediation Proposal October 29, 2019
MDUSD Mediation Proposal October 29, 2019 1:09 PM
MDEA\Counter Proposal May 7, 2019
MDUSD Counter Proposal March 27, 2019
MDEA Proposal March 13, 2019

Article 20 – Special Education

Time: 4:41 pm

20.1. Special Day Classes

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

20.2. Resource Specialist Service

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

20.2.1.1. Selection

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

20.2.2. Allocation

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

20.2.1.2. 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 work day 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 additional 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 Specialist with a caseload, as defined in §6.3, Class Size and Caseloads for Special Education, at more than one (1) site shall be allocated assistant services at each site served, not necessarily on a full-time basis.

20.5.2 Each Special Education teacher utilizing the services of one (1) or more assistant(s) shall, at his/her request, insofar as is practicable, participate in an advisory capacity with the appropriate administrator in the selection of the assistant(s) to serve in said unit member's class.

20.5.3 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 his/her classroom and make recommendations for appropriate training and/or inservice to the supervising administrator. Incorporation of such assessment into the formal evaluation of the assistant shall be at the discretion of the supervising administrator.

20.5.5 In the event that a member feels additional support is needed to address ongoing student needs, refer to §Article 6.1.3.9 in the 2016-2018 Contractual Agreement.

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 (1) 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.

For the District  

Date 10/29/19

For the Association  

Date 10/29/19
Memorandum of Understanding
between
the Mt. Diablo Education Association
and
the Mt. Diablo Unified School District
regarding
Special Education Support Taskforce

The Mt. Diablo Unified School District (MDUSD) and the Mt. Diablo Education Association (MDEA) hereafter, the Parties, acknowledge that in pursuit of the most supportive, least restrictive learning environment for Special Education students and the most supportive working environment for Special Educators, the Parties agree to form a Special Education Support Taskforce. The task of this taskforce is to investigate ways Special Educators and Special Education students may receive educational support during the instructional day. This educational support may include, but not be limited to, aide time, training, and an appropriate instructional materials budget. This taskforce will include up to five (5) participants chosen by the District, and up to five (5) participants chosen by the Association. This taskforce will convene by December 15, 2019, and make recommendations to the Parties on or before June 3, 2020.

For the District  

Date

For the Association

Date

10.29.19
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