7-1-1988


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**Location**
Contra Costa Co., CA

**Effective Date**
7-1-1988

**Expiration Date**
6-30-1991

**Number of Workers**
1500

**Employer**
Board of Education of the Mt. Diablo Unified School District

**Union**
Mt. Diablo Education Association

**NAICS**
61

**Sector**
Local government

**Item ID**
6178-008b188f011_05

**Keywords**
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**Comments**
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CONTRACTUAL AGREEMENT

July 1, 1988 through June 30, 1991

between

MT. DIABLO UNIFIED SCHOOL DISTRICT

and

MDEA/CTA/NEA

Mt. Diablo Education Association
California Teachers Association
National Education Association
CONTRACTUAL AGREEMENT

BETWEEN

MT. DIABLO UNIFIED SCHOOL DISTRICT

AND

MDEA/CTA/NEA

July 1, 1988 THROUGH June 30, 1991
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ARTICLE I
AGREEMENT

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.

ARTICLE II
DEFINITIONS

2. General Definitions

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

a. "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.

b. "Day" means a calendar day.

c. "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.

d. "Unit member" means any employee covered by this Agreement. However, reference will be made to specific unit members; i.e., teacher, counselors, etc., as the context requires.
e. "Work day" means a day when the administrative offices of the District Office are open for business.

ARTICLE III
RECOGNITION

3. Recognition

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.

ARTICLE IV
COVERAGE

4. Unit Described

The teachers' unit includes the following employees:

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

- Librarians
- Nurses
- Classroom Teachers
- Resource Teachers
- Speech Therapists
- Traveling Teachers
- Teachers on Special Assignment
- Counselors
- Reading Specialists
- Teachers in Special Education Programs
- Work Experience Education Staff
- Resource Specialists
- Audiologists
- Program Enrichment Personnel

5. Coverage

This Agreement applies exclusively to all employees in the teachers' unit.
ARTICLE V
ORGANIZATIONAL SECURITY

6. Maintenance of Membership

Employees who are members of the Association and have authorized, or who may authorize in the future, deductions of their Association dues, initiation and/or assessment fees, shall have such dues and fees deducted from July 1, 1988 through expiration of Agreement.

7. Service Fee

Unit members who are not members of the Association shall pay a service fee equivalent to annual unified Association dues. Non-members shall pay the service fee in the same manner as membership. Such payment of a service fee shall be in effect from July 1, 1988 through expiration of Agreement. The Association may notify the District if a service fee payer is delinquent in direct payment to the Association, and the District shall begin automatic payroll deduction of the service fee for the remainder of that school year.

8. Religious Exemption

Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall file a declaration to that effect with the Association and District and shall not be required to join or financially support the Association except that he/she shall pay, in lieu of a service fee, sums equal to such service fees to a non-religious, nonlabor-organization charitable fund exempt from taxation under §501 (c) (3) of Title 26 of the Internal Revenue Code. Proof of payment shall be submitted annually to the District as a condition of continued exemption from the provisions of §7.

9. Remittance of Dues

Amounts deducted pursuant to §§6, 7 and 8 shall be remitted promptly to the Association with an alphabetical list of the employees from whom deducted.

10. Hold Harmless

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

11. Application

a. 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.

b. Any individual unit member's Notice of Reelection shall be subject to the terms and conditions of this Agreement in the manner required by the law, regardless of whether the individual notice is signed prior to or subsequent to the date of execution of this Agreement.

ARTICLE VII
SAVINGS CLAUSE

12. Savings Clause

a. Savings

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.

b. Reopener

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.
ARTICLE VIII
TERM

13. **Term**

This Agreement shall remain in full force and effect through June 30, 1991.

14. **Successor Agreement**

The Association and the District shall present proposals for a Successor Agreement no later than March 8, 1991.

15. **Reopeners**

By mutual consent of both parties, which shall be set forth in writing, any provisions of this Agreement may be renegotiated at any time. The parties shall present proposals on the following for the years 1989-90 and 1990-91 prior to May 1.

Reopeners shall include:


c. 1989-90: Two (2) additional articles selected by each of the parties.

1990-91: The calendar for 1991-92 and one (1) additional article selected by each of the parties.

d. When the District receives an actual increase in statutorily unrestricted money from the State due to the passage of Proposition 98, the District and the Association agree to negotiate.

ARTICLE IX
GRIEVANCE PROCEDURE

16. **Grievance Definitions**

The following definitions control the meaning of the terms as used in this procedure.

a. "Grievance" means a complaint of one or more unit members that they have been adversely affected by a violation, misapplication, or misinterpretation of this Agreement.
b. "Grievant" means the unit member or unit members filing the grievance. The Association may be the grievant on alleged violations of Recognition, Grievance Procedure, Organizational Security and Savings.

c. "Immediate supervisor" means the person designated in the Statement of Duties and Responsibilities of Certificated Personnel.

17. **Grievance Form**

   a. A form for submitting a formal grievance shall be designated by mutual agreement of the Association and the District. The Grievance Form is included in Appendix G to this Agreement.

   b. Grievance Forms shall be provided by the District and supplied to the Association.

   c. It is the responsibility of the Association representative at each site to notify unit members of the location of the Grievance Forms.

18. **Time Limits**

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

19. **Service**

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

20. **Presentation**

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

   a. The grievant may be represented by the Association or any eligible representative of his/her own choosing, whether or not that representative is a unit member, at any formal step of this procedure prior to arbitration.

   b. If the grievant is represented by other than the Association, the Association retains the right to be present at any formal step of the procedure.

   c. When the grievant is not represented by the Association, no solution shall be implemented until the Association is given a statement in writing of the proposed solution and five (5) days in which to file a response.

22. **Informal Discussion**

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

23. **Formal Grievance - Step 1 (Immediate Supervisor)**

   a. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) work days of the time the unit member might reasonably have been expected to know of the act or stated condition which is the basis of the unit member's complaint. If the immediate supervisor determines that the grievance concerns a matter beyond his/her authority, he/she shall refer the grievance to Step 2 within five (5) work days of receipt of the grievance.

   b. A formal grievance shall be initiated in writing on the Grievance Form and shall be filed with the immediate supervisor. A copy of the form shall be sent to the Association. To be accepted the form must include the provisions of the Agreement alleged to be violated, the circumstances of the grievance and the signature of the grievant(s).
c. Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant and his/her representative. If the grievant is not represented by the Association, a copy shall be sent to the Association.

24. Formal Grievance - Step 2 (Superintendent)

a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision in writing within ten (10) work days to the Superintendent.

b. The Superintendent or his/her designee shall investigate the grievance as fully as he/she deems necessary, and shall provide for a conference with the grievant, who shall continue to have his/her right of representation. The Superintendent or his/her designee shall respond to the grievant within fifteen (15) work days of the receipt of the appeal. That response shall state the Superintendent's decision and his/her view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Association, a copy shall be sent to the Association.

25. Formal Grievance - Step 3 (Arbitration)

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

a. The grievant is not satisfied with the disposition of the grievance at Step 2, or

b. No written decision has been rendered within fifteen (15) work days of receipt of the grievance by the Superintendent or designee. In either case, such submission by the Association must be made within fifteen (15) work days after receipt of the decision, in writing, of the Superintendent or his/her designee. The Association and the District shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) work days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the California State Conciliation Service with a request that a list of arbitrators be submitted.

26. Expedited Arbitration

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

27. **Modification**

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

28. **Cost**

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

29. **Selection**

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

30. **Time of Award**

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

31. **Recording the Hearing**

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

32. **No Reprisals**

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

**ARTICLE X**

**TRANSFER**

33. **General Provisions**

Unit members are employees of the District and not of a particular school or department. The Superintendent or his/her designee has
the prerogative of placing unit members according to the procedures outlined herein:

a. Except as noted in §33 i, a transfer refers to any action which results in the movement of a unit member from one school site to another.

b. A vacancy is an unfilled position within the Teachers' Unit.

c. A program need is an identified certificated position within the bargaining unit, other than an extra duty position, necessary to provide the instructional curriculum or other required programs established or revised by formal action of the Board of Education.

d. No transfer will be permitted other than for the beginning of a school year unless it meets the program or educational needs of the school district. This provision shall not apply to transfers made under §36 b (4) or (5).

e. Unit members involuntarily transferred or reassigned, as described in §33 h, within the school year shall receive, upon request, one (1) day free of responsibility for students prior to the assumption of the new assignment.

f. Unit members involuntarily transferred or reassigned, as described in §33 h, shall receive, upon request, assistance in moving teaching supplies and materials, within the limitations of District personnel and equipment.

g. Assignment - no later than May 10 unit members at a school shall be given written notice of their tentative assignments for the following year.

h. If it is necessary for a unit member to be reassigned from one high school or intermediate school department to another, from one program (as identified in §36 j) to another such program, or from any primary grade to an upper elementary grade or vice versa, the unit member reassigned shall have an opportunity to return to his/her previous department, program or grade level as soon as possible.

i. Notwithstanding other provisions of this Article, Special Education unit members providing services at multiple sites or working in District’s special education centers which provides services to students at other sites shall be assigned to the District-at-large.
j. Any unit member may request and shall receive an oral statement of the reasons for the tentative assignment. Any unit member dissatisfied with his/her tentative assignment may have a conference with the principal/program administrator and may be represented at that conference by an Association representative.

k. On or before April 15 of each year, the principal/program administrator shall have requested from each unit member at a school/program, his/her preference for assignment for the following year. The form for this purpose shall be developed by the District and approved by the Association.

34. **Summary of Dates**

The following dates summarize agreements outlined in this article:

- **October 15 Deadline:** To transfer Special Day Class teachers and Resource Specialists due to transfer of students
- **February 28/29 Deadline:** Seniority lotteries
- **March 15 Deadline:** Publication of Seniority List
- **April 15 Deadline:** First posting of known vacancies (Applicant must request interview within time specified in announcement which shall be no less than five (5) work days.)
- **April 15 Deadline:** Subsequent year assignment preference
- **May 1 Deadline:** Notification of involuntary transfer due to school closure or reorganization
- **May 10 Deadline:** Written notice of tentative assignment
- **May 10 Deadline:** Written notice of involuntary transfer
- **May 10:** Window period opens for involuntary transfers to return to current sites as vacancies occur
- **May 10:** Status changes for unassigned unit members affected by school closure/reorganization
- **May 15 Deadline:** Request for Ad Hoc Committee to review involuntary transfer selections
- **May 15 Deadline:** Second posting of known vacancies (Applicant must request interview within time specified in announcement which shall be no less than five (5) work days.)
- **May 15:** Window period opens for Exchange Transfer agreements
- **May 15 Deadline:** Submission of Exchange Transfer interest form
- **June 10 Deadline:** Final posting of known vacancies (Applicant must request interview within time specified in announcement which shall be no less than five (5) work days.)
June 10 Deadline: Notification of transfer to fill a program need
June 12 Deadline: Filing for Voluntary Transfer Interest Form
June 15: Window period for exchange transfers closes
June 21: Qualified unit member's rights to voluntary transfers to vacancies expire
June 21 Deadline: For voluntary transfer when involuntary transferees are still unplaced
June 21: List of available openings to unassigned involuntary transferees
June 28: Rankings of openings due from involuntary transferees
June 28: Involuntary transferees begin interviews for available openings
June 30 Deadline: For unit members to be considered for voluntary transfer if they filed a Voluntary Transfer Interest Form
August 4: Window period closes for involuntary transferees to return to original site as vacancies occur
August 5: Involuntary transferees returned to original site after this date shall still be accorded involuntary protection set forth in §36 c
August 31 Deadline: Vacancies after this date must be filled by temporary unit members

35. Voluntary Transfers

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

b. By April 15, a list of known vacancies for the coming year will be issued by the Personnel Office and posted in each school. This list will be revised and posted by May 15 and June 10. Each position listed shall indicate subject(s) and/or grade level to be taught. Extra-duty assignments may also be identified but acceptance of such duty(s) shall not be a requirement for placement in the vacancy.

Vacancy list shall contain all vacancies known to the District at the time of printing the posting. The District is not required to repost a position if it is not filled during the initial posting.

c. Vacancies which occur after August 31 and are not filled by involuntary transfer, by leave returnees, or probationary employees, shall not be filled permanently in the school year in which they occur. Any such vacancy, if the position will continue for the following school year, shall be included in those pursuant to §35 b above.
d. It is the responsibility of the unit member seeking a transfer to initiate with the principal or designee or program administrator or designee a request in writing for an interview for any of the unfilled positions in which he/she is interested. Any eligible unit member who requests an interview shall be granted one. If the transfer applicant fails to request an interview within the time specified in the announcement, which shall be no less than five (5) work days from the date of the announcement, he/she forfeits the right for consideration for the unfilled position. All applicants for a position shall be notified in writing by the District within five (5) work days of the final decision. Those not selected shall be entitled to the reasons for denial within five (5) work days of a request for reasons.

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

f. Unit members who have been unassigned for one (1) semester or more shall have, on the basis of seniority, first priority for any vacancies for which they are credentialed and competent by training or experience.

g. Exchange Transfer

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

(2) The duration of the exchange shall be agreed to in writing advance by all members and principals involved. No exchange transfers shall be implemented or renewed without the written agreement of all members and principals involved.

(3) Members wishing to make an exchange transfer will fill out a request form stating the grade level and/or subject area to be exchanged and the grade level and/or sub-
ject area of interest. This form will be placed in the Dis-
trict Exchange Transfer Register on or before May 15.
Files from this Register shall be open to examination
after May 15 by the unit member who has filed an
exchange form with the District. If, upon such examina-
tion, a member of the bargaining unit finds a potential
transfer, he/she will be responsible for the initial contact
with the other applicant. If both wish to proceed in
attempting to bring about an exchange transfer, they
shall proceed by contacting their present principals and
informing them of their intention. Contact will then be
made with the prospective new principals to set times
and places for interviews.

(4) Interviews shall take place within ten (10) school days
after initial contact has been established between appli-
cant and the potential new principal. No principal will
interview for an occupied position unless expressly
requested to do so by the person holding the position.

(5) A negative expression from any one of the two members
of the bargaining unit involved shall prevent the exchange
transfer from taking place.

(6) Exchange transfers may be temporary by mutual agree-
ment for up to two (2) years. In cases of permanent
exchange transferees, the seniority number shall follow
the unit members to their new sites.

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

i. Until June 21, the District will attempt to fill as many vacancies
as possible by voluntary transfer. Qualified unit members will
be selected for vacancies before new hires.

j. A unit member who is granted a voluntary transfer may request
return rights to his/her original school or program for up to
three (3) years.

36. Involuntary Transfer

a. An involuntary transfer is one that is initiated by management.

b. Involuntary transfers may be initiated for any of the following
reasons:
(1) School closure or program reduction, boundary change or grade level reorganization between more than one site.

(2) Excess staff due to decline in enrollment.

(3) Program needs of a school, or program.

(4) Decline in special education students at a school site.

(5) No unit member will be transferred without just cause for any reasons except for (1), (2), (3) and (4) above. In determining such cause, a substantial showing that the transfer is in the best interest of the program, the school or other work site is required.

When an involuntary transfer is made pursuant to this subdivision, the transferee shall be given a written statement of the specific reason(s) for the transfer. If the transferee is not satisfied with the reasons, he/she may file a grievance at Step 2 within ten (10) work days of receipt of the notice.

c. Any unit member, except one impacted by §36 b (5), who is transferred involuntarily pursuant to (1), (2), (3) and (4) above, shall not be subject to further involuntary transfer for the year in which such removal from the site is effective and the two (2) following school years except as provided in §36 k.

d. The selection of individual(s) for involuntary transfer shall be done by the principal/program administrator in the following manner:

(1) All unit members shall be ranked by order of District seniority determined as follows for the purpose of this transfer procedure:

(2) Employees shall be ranked according to the date on which they first rendered paid probationary service. If they have a break in service by reason of resignation or dismissal (not layoff) the date of reemployment shall govern.

(3) For employees first rendering such service on the same day, seniority shall be determined by lottery. If seniority has previously been determined by lottery that determination shall stand. Subsequent lotteries shall be held as
needed prior to March 1, in the presence of an Association representative. Once decided, that determination shall stand.

(4) Employees whose first probationary service is retroactively determined (e.g., pursuant to §44918 Ed. C.), shall be placed as least senior with others whose first probationary service is the same day.

(5) Separate lotteries shall be held as needed in each category identified in §36 j. among those first rendering paid service on the same day within that category.

(6) A seniority list shall be prepared no later than March 15 of each year. Copies shall be sent to each school and to the Association.

e. A first year probationary unit member shall be deleted from the list so that the second year of probationary service will not be in a new school.

f. Selection for involuntary transfer shall be in reverse order of District seniority.

g. The only exception to selection for involuntary transfer by reverse seniority shall be when such a selection would result in creating a program need which could not be filled by any remaining member of the school’s faculty. In such case, the next least senior teacher would be selected.

h. In meeting program needs a unit member will be required to render only a service which the unit member is certificated and competent through training or experience to render.

i. Upon written request of a unit member who has been designated for involuntary transfer on a basis other than reverse seniority, an ad hoc committee will be formed. Such request must be submitted no later than May 15 unless circumstances prevent it. The principal/program administrator shall appoint two (2) members to the committee but may not include the principal or program administrator. Two (2) members shall be elected by and from the faculty or program but may not include any unit members being transferred. All four (4) appointments shall be made within five (5) work days of the request. The fifth member shall be mutually agreed upon by the four (4) other team members. If agreement on the fifth member cannot be reached within seven (7) work days after the committee is called for, each of the four (4) members will nominate a person
as the fifth member. Each of the four (4) members will rank the four (4) nominees from four (4) (highest) to one (1). The nominee with the highest total ranking will be selected. Ties will be broken by lot. The committee shall meet within three (3) work days of its final formation to review the principal’s/program administrator’s selection(s) for involuntary transfer. A recommendation concerning the school’s involuntary transfer(s) and/or the designation of alternative selection(s) shall be made by the committee no later than five (5) work days after its first meeting. Nothing in this provision shall be interpreted to waive any rights of any unit members as provided in this Agreement. The time in which to initiate a formal grievance shall run from the date of presentation of the ad hoc committee’s recommendations.

j. Counselors, nurses, ESL teachers, elementary music teachers, OWE coordinators, librarians, remedial reading teachers, resource teachers, teachers of special education and others assigned to a school under staffing formulas different from those for regular classroom unit members shall be subject to involuntary transfer based upon staffing ratios for the particular program. Any transfers in these categories will be accomplished so that as few transfers as possible are made.

Transfers shall be based on reverse order of seniority within that District program. For those in programs with more than one (1) incumbent at a school (e.g. counselors), the transfer shall be based on such seniority among those at the school and placement of those transferred shall be in a similar certified position within the District if available. Employees subject to this subdivision placed in regular classroom positions due to reductions in their program shall have precedence on the basis of District seniority within that program for any positions which become vacant. Junior employees covered by this subdivision shall be retained in their assignments when required by their tenure rights (e.g., § 44894 Ed.C.) or because they lack credentials for another assignment.

k. Special Day Class teachers and/or Resource Specialists may be transferred in accordance with §36 b (4) and without regard to §36 c, in the following circumstances:

(1) When decline in Special Day Class enrollment at a site permits consolidation of Special Day Classes without violating established class size maximums and all Special Day Class teachers at that site have protection as the result of previous transfer.
(b) If such similar classes do not exist at the one site, then among classes serving similar student needs at separate sites.

(c) Consolidation described in 36 k (1) (b) above shall occur only if enrollment in the class in question falls below eight (8).

(2) When decline in Resource Specialist program enrollment permits consolidation of Resource Specialist caseloads without violating established case load maximums and all Resource Specialists at that site have protection as the result of previous transfer.

Transfer as described in (1) and (2) above shall not result from District-initiated transfer of students after October 15 of any year. Under (1) and (2) above, the unit member with the least District-wide seniority within the program at that site shall be transferred, unless a unit member with greater seniority within the program at that site volunteers. Any unit member so transferred shall remain within the program and shall accrue additional protection from future involuntary transfer pursuant to §36. c. No unit member shall be transferred involuntarily twice in any one school year. Under no circumstances shall a unit member who has protection under §36 c be transferred involuntarily between April 15 and the close of school in June.

**Procedures for Involuntary Transfer**

a. By April 15 each principal or program administrator shall have requested from each certificated employee at the school his/her preference(s) for assignment for the following year.

b. No later than May 10, unless circumstances prevent notice by that date, unit members identified by the principal/program administrator for involuntary transfer shall be given written notice they are subject to involuntary transfer and the reasons for it. Prior to any general announcement, unit members so identified shall be individually informed in a conference that they are subject to involuntary transfer, if possible.

c. With approval of the principal/program administrator, a unit member not subject to involuntary transfer may switch by mutual agreement with a unit member so designated.
The switch shall confer on the unit member now designated for involuntary transfer all the rights and responsibilities as if originally so designated. The original designee shall not also be subject to those rights and responsibilities.

d. If it appears on June 21 that involuntary transfer(s) will be required for reasons stated in §36, no further voluntary transfers may occur until all persons subject to involuntary transfer have been placed. This shall not prevent voluntary transfers to positions for which no person subject to involuntary transfer is eligible.

e. On June 21 or as soon thereafter as practical, each unit member on the involuntary transfer list not yet placed shall be given a list of the available vacancies. The unit member shall then rank the vacancies on the list in the order of his/her preference. The ranked list shall be returned to the Personnel Office no later than June 28.

f. Commencing June 28 unit members may interview with principals/program administrators or designees if he/she is available for interview. The Personnel Office shall schedule interviews as needed to permit their efficient accomplishment. Unit members shall be assigned by order of District-wide seniority with the most senior unit member assigned first and continuing in order of seniority except that any unit member who has been unassigned for one (1) semester or more shall have first priority for any vacancies for which he/she is credentialed and competent through training or experience. Each unit member shall be given an assignment from among his/her first three (3) preferences available when his/her turn for assignment occurs.

g. Any unit member who fails to meet his/her responsibility under §36 e. and f., may be deemed by management to have waived his/her right to participate in that process.

h. Unit members who have met their responsibilities under §36 e. and f. will be assigned to one (1) of the available choices until such time as all available openings are filled.

i. If a vacancy occurs at a school from which unit members are designated for involuntary transfer subsequent to May 10 and prior to August 5, unit members shall have the opportunity to return to the school for positions for which they are certificated and competent by training or experience, in the reverse order of their designation.
If a unit member designated as subject to involuntary transfer is returned to the school at which he/she was so designated prior to August 5, the unit member shall not be entitled to the protection specified in §36 c. If a vacancy occurs subsequent to August 5 at a school from which unit members were designated for involuntary transfer, unassigned unit members so designated from that school shall have precedence on the basis of seniority to return to their previous school for positions for which they are credentialed and competent by training or experience. A unit member so returned on or after August 5 shall be entitled to the protection as specified in §36 c.

j. An involuntary transferee offered a regular position may elect to accept that position on a temporary or a permanent basis. If the position is elected on a permanent basis, the protection against involuntary transfer specified by §36 c. shall apply. If the position is elected on a temporary basis then the unit member’s right to the protection afforded by §36 c. shall commence with the end of the temporary placement and continue for a maximum of two (2) years. The unit member shall also be entitled to the priority stated in §35 f. at the end of the school year in which he/she was temporarily placed.

k. Unit members not placed in a vacancy pursuant to §37 b. through f. shall be notified of all vacancies that subsequently occur and shall be given preference according to their seniority for any for which they are certificated and competent by training or experience. Such placement shall be made as promptly as possible. If two (2) or more unit members are certificated and competent by training or experience for such a vacancy, the senior unit member(s) may decline such placement.

l. Involuntarily transferred unit members who agree to accept a long-term substitute assignment shall continue to be informed of vacancies as they occur and shall have priority as specified in §37 j. for any position for which they apply if they are credentialed and competent through training or experience. Protection from further involuntary transfer as provided in §36 c. shall begin with acceptance of the permanent position.

38. **Transfer to Fill a Program Need**

If a school or program has a program need which cannot be filled from existing staff nor any voluntary transfer, nor by a unit member identified as subject to involuntary transfer, then a unit member in another school or program may be transferred to meet such program need.
Selection shall be based on District seniority with the least senior unit member selected from among those certificated and competent to render the service. Competence as used here means a major in the subject.

No unit member shall be involuntarily transferred pursuant to this paragraph whose absence from the sending school would create a program need which cannot be filled by voluntary transfer or from among those designated as subject to involuntary transfer. The need for such transfer shall be identified and the notice to the person subject to transfer must be identified prior to June 10, unless circumstances prevent action within such time. Unit members identified pursuant to this paragraph are not eligible for the procedure stated in §37 i through k. No involuntary transfer shall be made pursuant to this subdivision to permit placement of a regular program unit member in a special education program.

39. **School Closure, Changes in School Attendance Boundaries, or Grade Level Reorganization Between More Than One Site**

a. Unit members subject to involuntary transfer due to school closure, boundary changes or grade level reorganization between more than one site shall be so notified in writing no later than ten (10) work days following the Board action but in no case later than May 1, except in case of emergency. Such notice shall also include a list of all schools affected by the Board action and all probable staffing needs at those schools receiving students.

b. It is the responsibility of the unit member to be transferred to initiate with the principal an interview for any position in which he/she is interested in those schools receiving students. All applicants for such a position shall be notified in writing by the District within five (5) work days of the final decision. Those not selected shall be entitled to reasons for the denial.

c. Insofar as possible, the same proportion of unit members as students will be transferred to those schools receiving students. However, no unit member at the school receiving students will be transferred to accommodate unit members from the school being closed or losing students due to Board action which changes attendance boundaries.

d. All positions and/or unit members affected by school closure, changed attendance boundaries, or grade level reorganization between more than one site which have not been assigned by May 10 shall be subject to the procedures for voluntary and involuntary transfer as contained in this Agreement.
e. All positions made available by the reorganization of a school/site shall be posted in the school/site so affected for no less than ten (10) work days. Interviews for posted positions may commence from the initial posting date.

40. **Opening/Reopening a New School**

When a new school is to be opened, the following procedures will be followed in transferring unit members to that school:

a. The principal shall place on file in the Personnel Office the proposed organizational plan of the school.

b. Announcement of all known positions with the required qualifications for each position to be filled shall be posted in each school approximately one (1) month before scheduled interviews.

c. Priority consideration shall be given existing unit members within the District who request placement in the new school.

d. Every unit member within the District who makes application shall be granted an interview by persons involved in the selection process.

e. Unit members shall receive written notification of acceptance or denial of their transfer request within one (1) month after the interview. Upon written request, the reason for denial shall be stated and the procedure stated in §35 e. shall be applicable.

f. All positions made available by the reorganization of a school/site shall be posted in the school/site so affected for no less than ten (10) work days. Interviews for posted positions may commence from the initial posting date.
ARTICLE XI
CLASS SIZE

41. **Class Size**

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>K</td>
<td>29</td>
<td>33**</td>
</tr>
<tr>
<td>1-3</td>
<td>28</td>
<td>32**</td>
</tr>
<tr>
<td>K-3 Combination</td>
<td>28</td>
<td>31</td>
</tr>
<tr>
<td>4-5 (6)</td>
<td>30</td>
<td>34*</td>
</tr>
<tr>
<td>4-6 Combination</td>
<td>28</td>
<td>31</td>
</tr>
<tr>
<td>(6) 7-12</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>Choral and Instrumental Music</td>
<td>40</td>
<td>45***</td>
</tr>
</tbody>
</table>

*If sixth (6th) grade is included at elementary sites, the 4-5 class size shall apply. If sixth (6th) grade is included at intermediate sites, the secondary figures apply.

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

**The maximum class sizes here are statutory maximums applicable without fiscal penalty. Those maximums are currently at the figures stated.

***This maximum may be exceeded with concurrence of the majority of the choral and instrumental music teachers at the school.

a. 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.

If such a plan is developed, it shall be made available in writing upon request to affected unit members and the site Association Representative.
b. If the principal is unable to find alternatives to avoid exceeding the maximum in a class, he/she will consult with unit members affected.

c. A class size maximum may be exceeded with the annual consent of the majority of the unit members in the grade level or department affected.

d. Special education classes will be limited as specified in state law.

e. Notwithstanding critical and maximum class sizes specified above, no class enrollment in classes listed below may exceed the number of work stations without the consent of a majority of the unit members in the department affected. No later than fifteen (15) days prior to the end of each semester, each secondary principal with the advice of the department chairpersons shall establish (for the following semester) the number of work stations and the number of students per work station for each of the following classes:

<table>
<thead>
<tr>
<th>Science</th>
<th>Homemaking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business</td>
<td>Art</td>
</tr>
<tr>
<td>Industrial Arts</td>
<td>Driver Simulators</td>
</tr>
</tbody>
</table>

Modifications to the number of stations and students per work station may be made as needed within the semester with the consent of the majority of the unit members in the department affected.

f. A student assigned to a Special Day Class but who is integrated into a regular class for at least one-third of the school day shall be counted as two (2) students in that regular class for purposes of equalizing unit member load.

g. When in the judgment 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.

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

i. Agreements made in accord with §41 shall be in effect for the time stipulated, but in no case longer than the current aca-
demic year. Any such agreements shall be provided, upon request, in writing to the affected unit members and the site Association Representative.

42. **Class Size and Caseloads for Special Education**

   a. **Special Day Classes**

   Special Day Classes shall average ten (10) students. A Special Day Class teacher shall be assigned a maximum of fifteen (15) students. One (1) additional student may be assigned provided that class size is reduced to the maximum within twenty (20) school days.

   b. **Resource Specialists** shall have an average caseload of twenty-four (24), and a maximum caseload of twenty-eight (28).

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

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

   e. **Individual and Small Group instruction teachers** shall have a maximum caseload of fifty-five (55) and maximum class size of fifteen (15).

   **ARTICLE XII**

   **WORK YEAR**

43. **Length**

   The length of the work year will be one hundred and eighty (180) days of instruction plus additional days as follows:

   a. For returning unit members one (1) day.
   b. For unit members new to the District, three (3) days.

44. **Dates of Work Year**

   The work year referred to in §43 above shall be specified in the school calendar appearing in Appendix C.
ARTICLE XIII
JOB SHARE PROGRAM

45. Job Sharing

a. Job sharing is a plan whereby two (2) unit members share the full responsibilities for one (1) identifiable full-time position.

b. Unit members selected for participation in the program shall resign their full-time position and shall be rehired as part-time unit members at the agreed upon percentage level. This action shall not constitute a break in service but shall effect a reduction of tenure rights to the part-time positions.

c. Revision or termination of the program will not modify the status of personnel who entered the program prior to the effective date of such revision or termination.

d. Full fringe benefits shall be paid each participating unit member provided such unit member works half-time or more.

e. Permanent status is required for participation.

f. Mutual agreement between the two (2) unit members, the immediate supervisor, and the Certificated Personnel Director is required before the plan can be implemented.

g. Article X, Transfer, shall not apply to any transfers required to implement this provision. Further, the team filling the full-time position shall not be subject to involuntary transfer.

h. Salaries of participants will be paid on a basis which is proportional to full-time service with shares to be determined by participating unit members.

i. Evaluation of participants shall be as prescribed by Article XVI.

j. A job-sharing situation can be terminated by the District if there is just cause for such termination. In determining such cause, a finding adverse to the unit member is not required but only a substantial showing that the termination is in the best educational interest of the District. The job-sharing participants affected shall be given a written statement of the reasons for the termination. If either or both participants are dissatisfied with the reasons they may file a grievance at Step 2 within ten
(10) work days of receipt of the statement of reasons. Upon
termination of the job-sharing arrangement by the District, the
job-sharing participants affected shall revert to the full- or part-
time status held prior to such job sharing.

k. With District approval a unit member may withdraw from job
sharing and be reinstated to his/her former tenured status. In
determining placement of the unit member or unit members
taking a position other than that shared, the unit member giving
up job sharing shall have preference over temporary teachers
only.

l. If one (1) of the participants in the job-sharing program resigns,
goes on leave or returns to full-time employment, the position
being shared shall be filled by the remaining participant if he/she so requests.

m. No certificated position within the bargaining unit shall be
unreasonably excluded from the job sharing program.

n. The number of job share positions shall not exceed thirty-five
(35).

ARTICLE XIV
HOURS

46. Site Time

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

   415 Minutes - Infant Ed., Preschool, K-6
   420 Minutes - 6-8
   435 Minutes - 9-12

The thirty (30) minutes set forth above is included in the
required site time provided for all instructional levels. In the
event that sixth grade students become part of the middle
school program, teachers assigned to such students shall work
the 420-minute work day.

Individual unit members with administrative approval, may
report to their sites less than thirty (30) minutes before classes
begin. Faculties may do so by majority vote and with adminis-
trative approval. Any adjustments to starting time shall not reduce site time.

The intent of this section is to provide flexibility in reporting time in accord with the needs of a school or program.

b. Unit members at a given school may, with administrative approval and by majority vote, 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" at the elementary level. On the occasion of "rainy day session," however, at least thirty (30) minutes of the lunch period shall be duty free and uninterrupted.

c. Unit members at a middle or intermediate school may, with administrative approval and by majority vote, extend the 420 minute site time up to fifteen (15) minutes to provide for a brunch break.

d. Unit members at a K-6 or K-5 school may, with administrative approval and a majority vote, vary the length of their instructional day by extending the instructional day for any four (4) days of each week so as to provide reduced instructional time for the fifth day. In such event, however, the extension of the instructional time shall be added to site time required as set forth above.

e. A given elementary school, in grades 4-5-6 may, with administrative approval and by majority vote, extend the work day to accommodate a slip schedule of fifty (50) minutes in those grades.

f. In Sections b, c, d, and e above, determination must be made by May 15 of the preceding year. In such event, however, the extension of the lunch period or inclusion of a brunch period shall be added to site time required as set forth above.

g. By majority vote and with administrative approval a faculty may increase the daily instructional time in order to provide time for planning, staff development or other mutually agreed to activities.

h. Upon request agreements made pursuant to this section shall be provided in writing to affected unit members and the site Association Representative.
47. **Additional Duties**

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:

a. Staff meetings of reasonable length  
b. Parent Student Conferences  
c. I.E.P.  
d. S.S.T.

Such duties may not be assigned on Saturdays or Sundays or in the evening except as described in §48.

48. **Evening**

a. Unit members may be assigned the following evening activities without additional compensation:
   
   (1) Back-to-School; once per year  
   (2) Open House; once per year

b. Evening assignments for College Night/Freshman Orientation shall be reimbursed at the rate of nineteen dollars ($19.00) per event.

c. 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.

49. **Equalized Workload**

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.

50. **Faculty Meeting Agenda**

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.
51. **Lunch Period**

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

52. **Relief Periods**

a. 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.

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

53. **Preparation Period**

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

b. 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 §90 s.

c. Regular elementary classroom teachers may, with the approval of the principal, be given nonsupervision time during those times in which their students are being instructed by other certificated personnel. Such approval will not be unreasonably withheld.

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

e. Beginning with the 1989-90 school year, regular elementary classroom teachers, Special Day Class teachers of grades 1-5
(6) and teachers in special education centers shall be entitled to one hundred eighty (180) minutes of preparation time in every two (2) week period. In the event that the instructional day and/or instructional week are shortened, efforts shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

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

g. The parties shall form a task force for the purpose of developing a plan to implement elementary preparation periods. The task force shall meet to discuss program and facility requirements and shall make recommendations to the parties.

ARTICLE XV

SAFETY

54. Unsafe or Hazardous Conditions

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

55. Reports

Each unit member may report, in writing, any adverse conditions in his/her working environment to his/her immediate supervisor, including matters related to classroom temperature. The unit member shall receive a written response within ten (10) work days stating what action will be taken to correct the situation or if no action will be taken, the reason why.

56. Priority of Repairs

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

57. Assaults

Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor, who shall immediately report the incident to the police and take appropriate action to provide for unit member safety. Such notification shall immediately be forwarded to the Superintendent.
58. **Discipline Policy**

In order to provide for unit member safety, the Board on the first day of each school year shall present to each unit member copies of the Student Conduct and Discipline Policies which provides a description of the rights and duties of all students, parents, administrators and unit members. The principal of each school site shall meet with his/her faculty for the purpose of reviewing the school procedures for student discipline. At that meeting, the faculty shall be given the opportunity to provide input on the discipline procedures. On the first work day of each school year, the principal shall provide each unit member a written copy of the school procedures for student discipline. These procedures shall be accompanied with copies of teacher referral forms, forms for Teacher Notice of Pupil Suspension, and Parent Conference Request forms. Any unit member who refers a student for disciplinary reasons shall receive, upon request, in a timely manner, a written statement from the administrator in charge what action, if any, was taken to resolve the problem which caused the referral.

59. **Physical Control**

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

60. **Student Records**

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

61. **Specialized Health Care**

Specialized physical health care services as used in this section include the following procedures:

- Catheterization
- Gavage feeding
- Suctioning
- Other services requiring medically related training as described in the "Guidelines and Procedures for Meeting the Specialized Physical Health Care Needs of Students"

a. **General Provisions**

Prior to being required to perform or assume responsibility for the above referenced health care, a unit member shall be provided the following:
(1) An I.E.P. specifying the required Physical Health Care.
(2) A written statement from a physician detailing the method of the procedure.
(3) A written statement from the parent/guardian of the pupil requesting that the District provide the aforementioned health care.
(4) Written verification that the unit member has received the training necessary to perform the designated procedures.
(5) A medically trained supervisor (e.g., school nurse, public health nurse, licensed physician or surgeon).
(6) A copy of the "Guidelines and Procedures for Meeting the Specialized Physical Health Care Needs of Students" published by the State Department of Education.

b. **Inservice Training**

In accord with E.C. §49423.5, the District shall provide affected unit members training in the following areas:

(1) Procedures required by the student's I.E.P.
(2) Cardiopulmonary resuscitation
(3) Community emergency resources

Training shall be under the supervision of a school nurse, public health nurse, licensed physician/surgeon, or other approved programs.

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

**ARTICLE XVI**

**EVALUATION**

62. **PLAN A**

a. **Frequency**

Certificated personnel with permanent status in the District shall be evaluated according to these procedures at least every other year; other certificated personnel shall be evaluated annually. An evaluatee with permanent status in the District may request an annual evaluation. An annual evaluation of a permanent employee shall be required according to the procedures of Plan A if that employee's final evaluation from the preceding year was unsatisfactory and stated specifically a need for such immediate follow-up evaluation which is consistent with the purposes as
specified in §62 d and contained specific recommendations to help the employee. Evaluation Plan A is the basic evaluation instrument and shall be used every four (4) years. Plan B may be substituted on an alternating basis (i.e., at the two (2) year interval) by mutual agreement of the evaluatee and the evaluator. Self-evaluation is the required evaluation technique in Plan B.

b. **Announcement of Evaluatees**

No later than the end of the fifth academic day of the academic year the principal of each school or site shall post a list of those persons to be evaluated in the current year and who the evaluator(s) will be. Within the first two (2) weeks of the academic school year the following shall be made available to the evaluatee: job description, MDUSD Educational Goals, other appropriate goals, and the applicable MDUSD Standards of Expected Student Progress Statement. If a unit member wishes to be evaluated by a team pursuant to §62 c. (2), the evaluatee shall so specify in writing to the principal no later than October 1. If Standards of Expected Student Achievement or Progress are not available for a particular subject area, the evaluator and evaluatee shall review the State Curriculum Guide and/or County Courses of Study. After such review, the evaluator and evaluatee may mutually agree on a set of Standards. If no agreement can be reached between the evaluator and evaluatee, the impasse procedure set forth in §62 h shall be used.

c. **Evaluator**

(1) Each evaluation shall be conducted by the principal/program administrator or his/her designee.

(2) However, the evaluatee or evaluator may request that the evaluation be conducted by an evaluation team. That team shall consist of:

(a) The person indicated as the evaluatee’s evaluator in the job description or his designee and one (1) other person appointed by said evaluator.

(b) Two (2) members shall be appointed by the evaluatee but may not include the evaluatee.

(c) The fifth member shall be mutually agreed upon by the first four (4) appointees. If agreement on the fifth member cannot be reached within two (2) work days, each of the four (4) members will nominate a person as the fifth member. Each of the four (4) members will
rank the four (4) nominees from four (4) (highest) to one (1). The nominee with the highest total ranking will be selected. Ties will be broken by lot.

(d) The chairperson of the team shall be selected by the team from its membership, at its first meeting.

(3) Should such evaluation be carried out by other than the principal/program administrator or designee, such principal/program administrator or designee shall have the option of conducting a separate evaluation pursuant to the procedures contained herein except that the evaluator electing this option may not modify the goals selected as per §62 e. (3) or student assessment areas and techniques developed as per §62 e. (4).

d. **Purposes**

(1) To improve instruction provided by certificated unit member personnel.

(2) To improve the performance of certificated unit member personnel in instructional and related responsibilities.

(3) To contribute to the professional growth of the evaluatee.

(4) To provide for the continuous progress of students in a productive learning environment.

e. **Elements**

The elements that will be considered in the evaluation are as follows:

(1) Performance of duties and responsibilities as per the employee’s job description.

(2) Establishment and maintenance of a suitable learning environment within the scope of the employee’s responsibilities and to the extent that the evaluatee is responsible.

(3) District, school, and/or individual goals. Selection of which goals are appropriate shall be mutually agreed upon by the evaluator and the evaluatee.

(4) Adherence to curricular objectives as adopted by the District.
(5) The number of students, other certificated personnel, and other support personnel with whom contact is required by the job, along with the amount of time required for such contact.

(6) The assistance provided to the evaluatee when there is an indication of need for that assistance.

(7) Where appropriate, the degree of support and encouragement given to students by their parents.

(8) The present achievement level of students involved.

(9) The instructional techniques and strategies used by the employee.

(10) Progress of students toward expected pupil achievement at each grade level in each area of study as agreed upon by the evaluator(s) and evaluatee.

f. Types

Types of required evaluative data are:

(1) Self-evaluation

(2) Specific techniques of assessment of student progress as agreed to by the evaluator and evaluatee

(3) Observation(s) (Evaluatee-requested, evaluator-requested, unscheduled)

g. Initial Conference and Resolution of Disagreements

An initial conference shall be held prior to October 31 between evaluator(s) and evaluatee for the purpose of developing the elements specified in §62 e, types of required evaluation in §62 f, and the number and types of classroom observations as well as the person(s) to perform the observations if Plan A is to be used. If Plan B is to be used, at the initial conference the form entitled Plans/Goals/Objectives shall be completed. Other assessments/evaluative techniques may be added if mutually agreed upon by evaluatee and evaluator.

If the parties are unable to agree, either party may declare an impasse in writing and the impasse procedures, as specified in §62 h shall be invoked. All agreements of evaluation criteria shall be reduced to writing and signed by both the evaluator(s)
and the evaluatee. This agreement 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 Director of Personnel Services for a decision in writing within five (5) work days.

h. **Impasse Procedures**

Within five (5) work days from the submission in writing to the other party that an impasse exists, such disagreement shall be referred for resolution to the Director of Personnel Services, or at the option of the unit member, to an Impasse Team which shall be created within three (3) additional work days. The team shall be composed of five (5) persons including the chairperson:

1. Two (2) members shall be chosen by the Director of Personnel Services.

2. Two (2) members shall be chosen by the evaluatee and may not include the evaluatee.

3. A fifth member shall be mutually agreed upon by the four (4) other team members and the evaluatee; if agreement on the fifth member cannot be reached each of the four (4) members will nominate a person as the fifth member. Each of the four (4) members will rank the four (4) nominees from four (4) (highest) to one (1). The nominee with the highest ranking will be selected. Ties will be broken by lot.

4. The chairperson of the team shall be elected from the five (5) team members at the first team meeting.

No later than November 15, the Director of Personnel Services or the Impasse Team shall render a decision. If no decision from the team is made within the time limit, the matter shall be referred to the Director of Personnel Services with the decision to be given in writing no later than November 25.

i. **Classroom Observations**

1. A classroom unit member shall be formally observed at least twice as part of the evaluation by the evaluator(s). 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.
(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.

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

j. **Interim Evaluation Conference and Interim Evaluation Form**

(1) An Interim Evaluation Conference and a completed Interim Evaluation Form are obligatory for nontenured unit members.

(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.

(3) For nontenured unit members, the Interim Evaluation Conference and Interim Evaluation Form are to be completed by February 1.

(4) For permanent unit members, when requested, the Interim Evaluation Conference and Interim Evaluation Form are to be completed no later than March 1.

k. **Final Conference**

The final Evaluation Conference and Form are obligatory for all unit members being evaluated and must be completed at least sixty (60) days prior to the end of the academic year.

l. **Signatures**

The 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.

m. **Unit Member Response**

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.

n. **Forms**

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

o. **Judgments Not Grievable**

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

63. **PLAN B**

a. Evaluation of certificated unit member personnel is a continuing process. Certificated unit member personnel with permanent status in the District will be evaluated at least every other year. Evaluation Plan A is the basic evaluation instrument and shall be used every four (4) years. Plan B may be substituted on an alternating basis (i.e., at the two-year interval) by mutual agreement of the evaluatee and the evaluator. Probationary certificated unit member personnel will be evaluated annually according to Plan B procedures. If an evaluatee or evaluator requests an annual evaluation, the evaluation shall be conducted according to Plan A.

b. No later than the end of the close of the fifth academic day of the academic school year the principal/program administrator of each school/administrative unit shall publish for the faculty a list of the faculty unit member personnel to be evaluated in the current school year, and who the evaluator(s) will be. This list shall also denote the evaluation Plan (A or B) to be used.

c. Within the first two (2) weeks of the academic school year each evaluatee shall be given in written form: Statement of Duties and Responsibilities (job description), MDUSD Educational Goals, other appropriate goals, the applicable MDUSD Standards of Expected Student Progress Statements.

d. Each evaluation shall be conducted by the person or persons defined as evaluator(s) in §62 c. Evaluator. The written Final Evaluation must include the signature of the person to whom the evaluatee is responsible as per evaluatee’s job description.

e. An Initial Conference shall be held prior to October 31 between the evaluator(s) and the evaluatee.
(1) Elements to be considered at the initial conference of an evaluatee using Plan B shall be those defined in §62 e. Elements.

(2) Information to be recorded on the Plans/Goals/Objectives Form of Plan B by October 31:
   
   (a) The evaluatee's plans/goals/objectives.
   (b) The area(s)/class(es) that will be used to provide the evaluatee data for the final self-evaluation.
   (c) Other items pertinent to the evaluation.

(3) The evaluatee and the evaluator will sign the Plans/Goals/Objectives Form; the evaluator will retain the white copy and give the canary copy to the evaluatee. (This Plans/Goals/Objectives Form is not sent to the Personnel Office.)

(4) The agreement may be revised during the course of the year with the mutual agreement of both the evaluator(s) and the evaluatee; revision(s) shall be signed by both parties.

f. In the event the evaluatee and the evaluator cannot reach agreement so that both parties can sign the Plans/Goals/Objectives Form, the parties shall revert to Plan A evaluation and invoke the Resolution of Disagreement/Impasse Procedures described in §62 g and h of Plan A.

g. Self-evaluation is the required evaluation technique in Plan B. Self-evaluation shall contain evidence of attainment of plans/goals/objectives.

h. Optional: Additional assessment/evaluative techniques mutually agreed upon by evaluatee and evaluator.

i. Final Evaluation Conference and Final Evaluation Form:

   (1) A Final Evaluation Conference and a completed Final Evaluation Form are obligatory for all certificated unit member personnel being evaluated in a given year.

   (2) This Conference and Form must be completed at least sixty (60) days prior to the end of the academic year.

   (3) The evaluatee shall bring to the Final Evaluation Conference a completed Self-Evaluation Form and discuss with evaluator(s) the progress made toward agreements
reached and listed on the Plans/Goals/Objectives Form (including all revisions); the evaluatee’s completed Self-Evaluation Form will be returned to the evaluatee at the end of the Final Evaluation Conference.

(4) The evaluator shall complete the Final Evaluation Form using as reference points the evaluatee’s self-evaluation and the results of the conference. The evaluatee may write comments or state disagreements on the Final Evaluation Form. Evaluator(s) and evaluatee may sign the Final Evaluation Form at the Final Evaluation Conference.

(5) If signing does not take place at the Final Evaluation Conference, the evaluator(s) and the evaluatee shall meet no later than one (1) week after that conference to sign the Final Evaluation Form. The Final Evaluation Form must bear the signature of the evaluator as per evaluatee’s job description.

(6) The evaluatee’s signature does not indicate evaluatee’s agreement with the written evaluation, but indicates that evaluatee has read it and has had the opportunity to respond in writing. If the evaluatee submits a written response, it shall become a permanent part of all copies of the evaluation report.

(7) Distribution of Final Evaluation Form: Send white copy to the Personnel Office; give canary to evaluatee; evaluator as per job description retains pink*; send goldenrod to a district coordinator only if involved in the evaluation procedures, otherwise copy to be destroyed.

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

*When an evaluation team is used, evaluator as per evaluatee’s job description, keeps this copy on file.

64. Special Provisions

a. Unit members employed on temporary contracts on or before October 1 and employees in job-share positions other than one-semester alternation shall be subject to all preceding provisions of Article XVI.
b. 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:

<table>
<thead>
<tr>
<th>Event</th>
<th>Special Timelines</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>Team Evaluation</td>
<td>Not applicable for temporary employees. Job sharers must request 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>Final Evaluation</td>
<td>One-semester job sharers: Final evaluation only.</td>
</tr>
<tr>
<td></td>
<td>Two (2) weeks prior to end of last semester of employment for the year.</td>
</tr>
</tbody>
</table>

ARTICLE XVII

PERSONNEL FILES

65. Inspection of Files

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

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

66. Materials

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

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

c. Upon written request by a unit member, negative or derogatory material in the unit member's personnel file which is more than four (4) years old shall be sealed and placed in a separate file in the personnel office which shall be opened only with the written permission of the unit member or upon receipt by the District of a valid subpoena or other court order compelling disclosure of such material.

d. The District shall not initiate or cause to be initiated any action to the unit member based on such material.

e. The contents of the envelope may be opened and utilized by the District in preparation of its defense to any allegation made by the unit member regarding the events which form the basis for the derogatory statements contained therein. The District may utilize the contents of the envelope to rebut the unit member's allegation. Material utilized as described in this subsection shall be immediately returned to the separate file.

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

g. The District shall maintain the unit members' personnel files at the District's central office. Any personnel files kept by the unit member's immediate supervisor shall not contain any material not found in the District's files.

67. Complaints

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

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

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

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

ARTICLE XVIII

SALARIES

68. Increase

The parties agree that for the 1988-89 school year the Teachers' Salary Schedule contained in the aforementioned Agreement shall be adjusted by six percent (6%) at a cost to the District of five percent (5%) for the 1988-89 school year.

69. Regulations

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

70. Work Years of Different Length

All unit members who are required to serve for a work year different than that specified in Article XII (Work Year), §43 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 XII (Work Year), §43. A unit member who serves full time for one (1) semester shall receive no less than one-half annual salary.
71. **Payroll Period**

a. The payroll period shall be defined as monthly beginning with July 1. Salary warrants shall be delivered not later than the last workday of the month, 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.

b. Unit members first employed by the District or rehired following resignation after August 15, 1982 shall receive their annual salaries henceforth in ten (10) monthly payments beginning on the first workday of October (for work in September) and ending on the first workday of July (for work in June).

72. **Professional Growth**

A requirement of six (6) units of professional growth is required of each unit member before the end of each five (5) year period from the date of his/her employment.

a. If the professional growth requirement is not met by the unit member by the end of the summer following completion of the fifth year of service, the unit member shall remain at the same salary level until the requirement is met. Work completed by the unit member for reclassification must be submitted to the Personnel Office in writing prior to October 1 for revision of the Notice of Reelection for the current year.

A unit member enrolling in a course at least one (1) session of which begins prior to October 1 and which ends not later than October 10 may petition, prior to October 1, for extension of the October 1 deadline. Format for such petition shall be mutually agreed upon by the Association and the District. Approval of such petition for waiver shall not be unreasonably withheld.

Unit members who fail to meet the professional growth requirement shall advance one (1) step on the schedule at the beginning of the next fiscal year following fulfillment of the requirement.

b. All college or university units submitted for professional growth credit must show evidence of satisfactory completion of the
course requirements. Units must be given by an accredited university or college.

c. Units of professional growth credit may be given for approved travel. For such units of credit, the unit member must submit his/her itinerary in reasonable detail and a written report within thirty (30) days following his/her return, indicating his/her major educational value of the trip.

d. Professional growth units may also be given for practical training and work experience in the field of one's teaching, for writing, and for other forms of constructive activities. Exhibit of the work accomplished together with a report indicating a detailed analysis of the contribution of the work to the unit member's effectiveness in his/her curricular field shall be submitted upon completion of the work.

e. Units of professional growth credit may be given for active participation in committee work within the District. For purposes of this section, committee work shall include permanent committees such as curriculum committees and site/advisory councils. Credit of this kind may be given if all of the following standards are met:

(1) Fifteen (15) hours of active committee meetings shall be required for one (1) unit of credit. All meetings will normally be held during the same school year. In those cases where the work of the committee involves more than one (1) school year, cumulative credit may be granted. Time spent in committee work of various kinds shall not be cumulative. Partial credit for committees which do not meet the time requirement shall not be given. Committee work shall be in addition to regular teaching assignment.

(2) Active participation in committee work shall be required for professional growth credit. This must be determined and certified by the chairman of the committee.

(3) Committee reports, curriculum studies, and recommendations made by the committee shall have the approval of the person to whom the committee is responsible.

A maximum of three (3) of the six (6) required units may be earned through committee work or committee work combined with travel or work experience. Credit for travel or work experience will be limited to a maximum of two (2) units.
73. **Hourly Compensation**

a. 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 fourteen dollars ($14.00) per hour for each additional hour computed to the nearest quarter hour. Assignments for which hourly compensation may be paid shall include but not be limited to:

   - Curriculum Development
   - Staff Development

b. Unit members who are authorized to receive extra compensation on an hourly basis for work in addition to their regular assignment as Driver Training Instructors shall receive sixteen dollars ($16.00), and as Summer School Teachers shall receive sixteen dollars ($16.00) per hour for each additional hour computed to the nearest quarter hour.

74. **Career Increments**

Career increments shall be applied after Class IV, Step 13 as follows:

a. One (1) career increment of $400.00 at the beginning of the 16th year of credited service and continuing thereafter.

b. Two (2) career increments of $400.00 at the beginning of the 19th year of credited services and continuing thereafter.

c. Three (3) career increments of $400.00 at the beginning of the 22nd year of credited service and continuing thereafter.

d. Three (3) career increments of $400.00 and one (1) career increment of $855.00 at the beginning of the 25th year of credited service and continuing thereafter.

75. **Advanced Degrees**

Unit members with a Master’s degree or doctorate in lieu of Master’s degree, will receive $750.00 above placement on the salary schedule.
ARTICLE XIX
PAYMENT FOR NONTEACHING DUTIES

76. Activity Supervision

a. At the high school, intermediate/middle and elementary school levels, the District will pay nineteen dollars ($19.00) per unit member assigned for activity supervision including but not limited to the following:

   High School

   (1) Athletic Events
   (2) Dances
   (3) Music Presentations
   (4) Drama Presentations
   (5) Talent show

   Intermediate/Middle School

   (6) Dances
   (7) Music Presentations
   (8) Carnivals/Fairs
   (9) Drama Presentations
   (10) Talent Show

   Elementary Schools

   (11) Carnivals/Fairs
   (12) Music Presentations
   (13) Drama Presentations
   (14) Talent show

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

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

a. Unit members participating in District-approved outdoor/environmental education programs shall earn one-half day of compensatory time for each night spent in residence during the program. Such compensatory time shall be available for unit members to use at their discretion during the school year, except that it may not be used during the last week of the school year.

The compensatory time may be carried over to the school year following the year in which it was earned by written mutual agreement between the unit member and the school principal.

b. A unit member who does not attend camp and does not voluntarily exchange assignments with another unit member at his/her site shall not be required to substitute for absent unit members nor to perform duties away from his/her classroom during the time that his/her students are participating in the outdoor education program, other than to take responsibility for students remaining at school because they are not participating in the outdoor education program, and other responsibilities regularly assignable.

ARTICLE XX
EMPLOYEE BENEFITS

Employee Benefits

a. The parties agree to an Association/District health insurance committee, the description of which follows:

(1) Composition

Equal numbers of Association unit members and District representatives.

(2) Operation

(a) Association representation exercises one (1) vote in all decision making. District representation exercises one (1) vote in all decision making.

(b) The committee is accountable to the bargaining parties.
(c) Issues before the committee that reach impasse shall be referred to the bargaining table for resolution. Such issues shall not be subject to the grievance procedure.

(3) Functions

(a) Members of the committee shall jointly monitor usage and cost of health benefits by and for the unit and report annually to the parties with any recommendations.

(b) Select providers of benefit coverage for the unit.

(4) Additional bargaining units employed by the District may be admitted to the health insurance committee pursuant to rules mutually agreed to by the Association and the District.

b. The District shall provide full dental coverage (under Delta Dental) and medical coverage up to the cost of Kaiser Family Plan (K-3). Employees electing not to participate in the Kaiser Plans may select from among the following alternatives:

(1) HEALS Basic with Prescription Drugs
(2) Foundation, Plan V
(3) Others as agreed to by the parties

The District shall pay the actual cost of such plans up to an amount equal to the floating cost of Kaiser K-3 in addition to the full cost of Delta Dental. Unit members selecting a health plan which would cost higher than Kaiser K-3 (Family Plan) agree to pay the difference through payroll deduction.

79. New Unit Members

New unit members must enroll in these plans by October 10, or within thirty (30) days of first date of employment. Insurance coverage will begin on the first day of the month for which premiums are paid.

80. Retirees

The District shall reimburse health and medical plan premiums for unit members, upon retirement under the State Teachers Retirement System, until said unit members become eligible for Medicare benefits.
81. **Payroll Deduction Rights and Information**

In addition to the foregoing District-paid plans, a unit member may authorize amounts to be withheld for premiums of certain group life, income protection, and liability insurance plans. Information on these programs may be obtained from representatives of the Association or from the Personnel Office.

82. **Leave of Absence - Effect on Benefits**

a. Hospital, medical, dental and prescription drug coverages continue as part of the compensation of unit members on paid leaves of absence.

b. Unit members on an authorized unpaid leave of absence may continue their hospital, medical, dental, and prescription drug coverages.

c. Payment in advance for a three-month premium is required with either a cashier's check or money order. In the event of a price increase in any of the coverages, the unit member on leave will pay the increase with either a cashier's check or money order. A billing will be sent to the unit member on leave for immediate payment. It shall be the unit member's responsibility to notify the District of any change of address or family status to ensure continuity of coverages. Prepaid premiums must be received by the tenth of the preceding month in the office of the Budget and Fiscal Services Director for coverages to continue effective. Coverages must continue without interruption in order to ensure eligibility and protection.

83. **Duration of Benefits**

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 hospital, medical, dental and prescription drug plans in accord with federal law (C.O.B.R.A.). 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.

84. **Property Damage**

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

a. The loss or damage occurs through no fault of the unit member.

b. Payment is subject to a ten dollar ($10.00) deductible per occurrence.

c. The maximum reimbursement for any one (1) loss shall not exceed one hundred dollars ($100.00) except for articles of personal clothing when the maximum for any one loss shall be two hundred dollars ($200.00).

d. The deductible provision does not apply to damages to the clothing of a unit member arising from an assault upon the unit member.

e. If a unit member files a claim for loss or damage to personally owned equipment or teaching materials which have been brought to school, reimbursement for these articles shall be allowed under the terms of this contract provided that:

(1) Such articles are for use in the instructional program.

(2) Prior written approval for use of such articles at school is obtained from the school administrator.

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

85. **Tax-Deferred Annuity Program**

A unit member who is otherwise provided basic group medical coverage may opt to have the District pay sixty dollars ($60.00) per month into a District-approved tax-deferred annuity program in the unit member's name. Such payment will be in lieu of medical coverage paid by the District and will be initiated only following the unit member's certification, on a form prescribed by the District, of alternative coverage. This term shall be implemented commencing with the conclusion of the earliest possible "change in enrollment" period.
ARTICLE XXI

TRAVEL

86. Reimbursement

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

a. Travel between work sites

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

c. Other work-related responsibilities

87. Approval

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

88. Limitations

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

89. Emergencies

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

ARTICLE XXII

LEAVES OF ABSENCE

90. Types of Leaves

Leaves of absence provided in this contract shall fall into the following categories:
a. Leaves of absence with pay and District-paid fringe benefits. The following leaves of absence with pay are provided:

(1) Sick Leave  
(2) Industrial Illness or Accident  
(3) Bereavement  
(4) Personal Necessity  
(5) Jury Duty  
(6) Court Appearance  
(7) Personal Business  
(8) Paid Military  
(9) Sabbatical  
(10) Association Business  
(11) Layoff Leave  
(12) Professional Conference Leave

b. Leaves of absence without pay in which the unit member retains paid fringe benefits only until the end of a pay period, depending on when the leave is to commence. If the leave is to commence before the fifteenth of the calendar month, paid fringe benefits continue to the end of that calendar month. If the leave is to commence on or after the fifteenth of the calendar month, the paid fringe benefits continue until the end of the succeeding month. A unit member may elect to continue fringe benefit coverage while on unpaid leave as provided in Article XX, Section 82 of this Agreement. The following leaves of absence without pay are provided:

(1) Improvement of Health  
(2) Educational Improvement  
(3) Opportunity  
(4) Maternity  
(5) Parental  
(6) Political  
(7) Religious Observance  
(8) General  
(9) Pre-Retirement

91. General Policies Governing Leaves of Absence

a. No leave will be considered an interruption in continuity of service.  

b. Any unit member on Maternity Leave, Religious Observance Leave or any paid leave except Sabbatical Leave shall be returned to the same assignment held prior to the beginning of the leave, if that assignment still exists. If the assignment does not exist, then to a similar assignment at the same school.
c. Unit members returning from Parental Leave or Improvement of Health Leave at the commencement of the succeeding year shall be returned to the same school and to the same or similar assignment.

d. Unit members returning from Parental Leave or Improvement of Health Leave of one (1) year or longer or other leaves of one (1) semester or more or any leaves which begin in the preceding school year and end after the commencement of the next school year except as provided in (b) above, shall be returned to the same assignment held immediately preceding the leave if it still exists and has not been filled by a permanent or probationary unit member, or to a similar assignment at the same school if one is available.

e. Unit members on or returning from leave are subject to the Transfer procedure as contained in this Agreement.

f. Requests for leave must be submitted to the Personnel Services Office in writing, giving the type of leave requested, the specific date it is to begin and the return date.

g. Any forms used for requesting or reporting leaves must be mutually agreed upon by the District and the Association.

h. A one (1) year unpaid leave shall be extended for a second year provided that the Personnel Services Office receives a request to extend the leave for a full second year no later than April 15 of the school year preceding that for which the extension is sought. With agreement of the Personnel Services Office, a unit member may be granted a leave extension requested after April 15.

i. A unit member must have worked at least a full school year between a leave which has been extended and a second leave before an extension of the second leave must be granted.

j. A unit member need not be granted an Improvement of Health, Educational Improvement, Opportunity, or Parental Leave if that unit member is under active consideration for a disciplinary termination at the time the request for leave is made. If a request for such leave is denied due to a pending disciplinary termination, the unit member shall be so informed in writing of the denial and the reason therefore within one (1) week from the date of the receipt of the request.

k. For all absences subject to a daily rate reduction, the daily rate of pay shall be determined by dividing the annual rate of pay by
the number of days in the unit member's work year. The daily rate of pay so determined shall be deducted for each working day (days the unit member is required to be on duty) that the unit member is absent from duty.

l. When a leave is granted, the recipient has a contractual obligation to the District to utilize the leave period for the purpose specified.

m. Retirement credit shall not be earned for any leave of absence without pay. The unit member on leave of absence with pay shall earn retirement credit in accordance with the Education Code.

n. With agreement of the District a unit member may return from leave prior to the previously stated return date.

o. A unit member requesting Educational Improvement or Opportunity Leave shall submit that request in writing no later than April 15. If the leave requested is to commence in the spring semester, the written request shall be submitted no later than December 15. With agreement of the Certificated Personnel Director, a unit member may be granted such leave requested after April 15 or December 15. Once requested the leave must be taken unless otherwise agreed by the unit member and the District.

p. The District shall attempt to establish and maintain a list of persons available and credentialed as counselors to serve as temporary replacements for counselors on leave. Such persons shall not be regular District employees.

q. Any counselor who anticipates being absent on leave may consult with his/her principal on the necessity of having temporary replacement. Upon mutual agreement with the principal, temporary replacement shall be provided by the District, if available.

r. A unit member who becomes ill or must be absent for some other reason should report the need for a substitute by calling the service. The District will make an effort to provide a specifically requested substitute teacher. In the event of concerted work stoppage or slowdown this provision shall be waived.

s. Unit members shall not be required to substitute for other unit members except in cases of emergency. An emergency for purposes of this provision exists when for reasons of availability or time, the District is unable to provide a qualified substi-
The District shall make effort to find qualified substitutes for nurses.

92. **Sick Leave**

a. Annually, each unit member shall be granted sick leave at the rate of one (1) day per month to a total of ten (10) days with full pay to be used in cases of accident, illness or quarantine. All annual days shall be credited to each unit member at the beginning of each school year. Any days not used will be accumulated indefinitely by the unit member for use if necessary during succeeding years. 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.

b. 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 the 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 §106 (Maternity Leave), in addition to or in place of sick leave.

c. After all accumulated sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the unit member shall receive the difference between his/her own salary and the amount which would have been paid to a substitute, had one been employed, up to a total of five (5) school months.

d. Verification of the cause of absence and the unit member's fitness to return to work by a licensed physician or recognized practitioner of a church must be presented before allowing payment for six (6) or more consecutive days of absence due to illness or accident. The District reserves the right to require medical verification of illness for shorter periods of time if the number of absences becomes excessive or has an identified pattern.

e. Unused sick leave days shall be transferred pursuant to §44979 (Ed. C.) when a unit member transfers to another district.
a. Allowable leave for industrial accidents and illnesses shall be for a maximum of sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year of the same accident.

b. Allowable leave for industrial accident or illness shall not be accumulated from year to year.

c. Industrial accident or illness leave shall commence on the first day of absence.

d. When a unit member is absent from his/her duties on account of any industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to this temporary Workers Compensation benefit, will result in payment to him/her of not more than his/her full salary.

e. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

f. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

g. Upon termination of the sixty (60) days of industrial accident or illness leave and if the unit member is not medically able to return to work, he/she shall be entitled to sick leave, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary Workers Compensation benefits, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary Workers Compensation benefits, will result in a payment to him/her of not more than his/her full salary.

h. During any paid leave of absence, the unit member shall endorse to the District the temporary Workers Compensation checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's
salary and shall deduct normal retirement and other authorized contributions.

i. The unit member shall qualify for the provisions of this policy when he/she assumes a regular position with the District.

j. Any unit member receiving benefits as a result of this section, shall during periods of injury or illness remain within the State of California unless the Governing Board authorizes travel outside the state.

k. A unit member requesting or claiming leave of absence for an industrial accident or illness is required to provide a doctor’s statement verifying that the unit member is unable to fulfill his/her regular duties because of the injury or illness.

l. A unit member returning to his/her position from an industrial accident or illness leave, granted under the provisions of this policy, is required to submit a doctor’s statement verifying that he/she is able to resume the responsibilities of his/her position.

94. Bereavement

A unit member shall be granted up to a maximum of four (4) days leave on full pay with no deduction of sick leave in the event of death of a member of the immediate family, or five (5) days if travel beyond two hundred (200) miles is required, or ten (10) days if travel beyond the continental United States is required. A unit member may elect to use as additional bereavement leave all or a portion of the six (6) days of personal necessity leave.

95. Personal Necessity

Every unit member shall be entitled to use six (6) days of his/her paid sick leave allotment during each school year in case of personal necessity. A unit member is encouraged to, but shall not be required to, secure advance permission to use personal necessity leave which shall include:

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

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

c. Funeral of a relative or friend not living in household.
d. Maternal/Paternal - A unit member may use available personal
necessity leave to a maximum of six (6) days upon the birth of
his/her child, or upon his/her adoption of a child.

e. And other needs of a similar nature.

As used herein personal necessity shall include the observance of a
religious holiday or activity of his/her faith.

Both parties reserve their positions on the proper interpretation of
E.C. §44981 in regard to the number of days of sick leave which may
or must be available to be utilized for personal necessity leave. In the
event a Court of Appeal determines this matter during the term of this
Agreement, the parties agree to thereafter interpret and apply per­
sonal necessity leave provisions of this Agreement in accord with the
court’s decision. Until such determination, existing contract language
shall remain in effect.

96. **Jury Duty**

Leaves of absence shall be granted to unit members called for jury
duty at full pay. Pay granted for such leave shall be the regular rate
of pay less the amount paid as a jury fee - not including mileage or
other expense reimbursement.

97. **Court Appearance**

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

98. **Personal Business**

Annually, a unit member may use one (1) day of sick leave for per­
sonal reasons under the following conditions:

a. The presence of the unit member is required to deal with a
matter which is not covered under District leave of absence
regulations.

b. The matter cannot be dealt with outside of the unit member’s
working day.

c. A unit member shall not have to obtain advance permission
and shall not have to state any reason other than personal
business for the taking of such leave. This leave shall not be
taken as part of a concerted work stoppage or slowdown.
99. **Military**

Unit members who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlist, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veterans Code. Unit members shall request that such service be scheduled to not interfere with the school year.

100. **Sabbatical**

a. The Board of Education may grant sabbatical leaves of absence for one (1) year or one (1) semester.

b. Sabbatical leave may be granted for the following purposes: to engage in professional study, independent study, travel or research.

c. It is understood that such leave is granted not as a reward for work already performed but rather as an opportunity to prepare for improved service which will benefit the schools and pupils of the District.

d. A professional study or research leave is one during which the unit member pursues a program of a minimum of eight (8) units each semester, or the equivalent, in an accredited institute of higher learning. The course must relate to the present or prospective service of the unit member and preferably should qualify him/her for another credential or degree.

e. A study leave taken for the purpose of pursuing a program of independent study or research must be related to the present or prospective service and must be under the guidance of a sponsor authorized by the Sabbatical Leave Review Committee. This sponsor can be an institution of higher learning, the District, a foundation, or similar agency. The program must be at least equivalent in effort and content to the required units as outlined above. A complete plan for such study must be approved by the sponsor and filed with the original application for leave. Applicants who desire to travel shall submit a detailed plan of the proposed travel and an explanation of how the travel will relate to the school work of said unit member.

f. Any change of plan must be requested in writing and approved in advance.

g. Sabbatical study should be performed during the period of leave. Special consideration may be given in instances where deviation seems desirable.
h. Eligibility for Sabbatical Leave

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

(2) Qualifying service shall be construed as seventy-five percent (75%) of the teaching days for each school year, except that a year in which the applicant has rendered some service but has failed to serve seventy-five percent (75%) of the teaching days, shall not be counted as an interruption of the seven (7) year consecutive period. Sabbatical leave shall not be considered for a unit member who shall have reached the age of sixty (60) before July 1 of the year in which his/her sabbatical leave would begin.

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

i. Applications for Sabbatical Leave

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

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

j. Rate of Pay

(1) Sabbatical leaves may be granted for one (1) or two (2) semesters. A unit member who is granted a leave for two (2) semesters shall receive fifty percent (50%) of his/her salary. A unit member awarded a leave for one (1) semester may receive one hundred percent (100%) of his/her salary for that semester.

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

k. Bond Required

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

l. Effect of Injury or Illness

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

m. Retirement

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

n. Filing of Report on Study

Not later than the day on which he/she returns to active service in the District, unless granted an extension by the Superintendent, the unit member who has taken sabbatical leave will file with the Superintendent a detailed report giving evidence that the program of study agreed upon has been carried out.

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

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

p. Restrictions on Number Granted Sabbatical Leave and Expenditure Allowed

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

q. Other Details of Policy and/or Procedure

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

r. Sabbatical Leave Review Committee

The Sabbatical Leave Review Committee consisting of the Superintendent or his designee, one (1) School Board member, Director of Personnel Services, two (2) elementary, one (1) intermediate, and two (2) high school unit members, and two (2) principals shall be appointed by the Superintendent and approved by the Board no later than November 1 of each year. Of the initial appointees one (1) principal and two (2) of the unit members shall serve a one (1) year term. Which members are to serve such one (1) year terms shall be decided by lot. Subsequent terms of appointment for the unit members and principals shall be two (2) years. This committee will review all applications and make recommendations. It shall also be responsible for setting up criteria for the evaluation of all applications and circulating such criteria to each school by February 1. Recommendations of this committee shall be submitted to the Board of Education for final decision.

101. Association Business

The Association may designate members to conduct business during school hours. An overall total of twenty-three (23) days of paid leave
will be provided for this purpose. Such days shall not include released time provided for processing grievances or negotiating. The Association shall reimburse the District for Association leaves in an amount sufficient to pay for a substitute or temporary employee as appropriate.

Also, the Board shall grant, upon request, a paid leave to the President of the Association during his/her term of office. The Association shall reimburse the District for the amount of all compensation paid to the President while on leave, including State Teachers' Retirement System contributions.

102. Professional Conference Leave

a. A unit member who is an officer of a state, regional or national education organization, which has the improvement of instruction or curriculum as its primary purpose or which is otherwise pertinent to the District's program, may be granted paid leave to attend meetings, conferences or conventions of such organizations with the approval of the Director of Personnel Services.

b. A unit member wishing to attend an educational conference may apply for paid leave to his/her principal, program administrator or appropriate Assistant/Associate Superintendent. Approval is contingent on availability of funds.

c. A unit member wishing to attend an educational conference may apply for a partial paid leave to his/her principal, program administrator, or appropriate Assistant/Associate Superintendent. If approved, the unit member will receive the difference between his/her salary and the amount which would have been paid to a substitute at the basic substitute rate. Approval will not be unreasonably withheld.

103. Improvement of Health

Any unit member shall be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of not less than one (1) semester or more than one (1) year. The leave must be recommended by a physician in written form. A written statement from the physician certifying the unit member's ability to return to full-time service is required before reinstatement. The District shall grant an unpaid leave of absence to any unit member who has applied for a disability allowance from the State Teachers Retirement System. This leave shall not extend thirty (30) days beyond the final determination of the disability allowance. If the unit member is determined to be eligible for the disability allowance by STRS, such leave
shall be extended for the term of the disability but not for more than thirty-nine (39) months from the date of notification of the determination.

104. **Educational Improvement**

A permanent unit member shall be granted, upon request, a leave of absence without pay for purposes of educational improvement and advancement for not less than one (1) semester nor more than one (1) year.

105. **Opportunity**

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

106. **Maternity**

The District shall grant, upon request, an unpaid leave of absence to a pregnant unit member prior to the beginning of the disability period of her pregnancy. The unit member may use sick leave when she has a disability caused or contributed to by pregnancy and recovery therefrom. If the unit member elects not to use sick leave, the request for maternity leave shall specify the beginning and end of the leave and the anticipated date of delivery as determined by a physician.

107. **Parental Leave**

A leave of absence shall be granted to a unit member without pay for the balance of the school year for the purpose of caring for any child entrusted to his/her care. Any extension of such leave shall be granted as provided in §91 h.

108. **Political Leave**

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

109. **Religious Observance**

Unit members shall be granted a leave of absence without pay for observance of a religious holiday of their faith, not to exceed two (2) days per annum.
110. General Leaves

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

111. Pre-Retirement Leave

A unit member who is at least fifty (50) years of age and has taught at least twenty (20) years, the most recent ten (10) of which must have been in the District, shall be granted upon request an unpaid leave of absence for a maximum of five (5) years. The unit member may retain his/her insurance coverage as provided in Employee Benefits §82. At the end of the five (5) year period, the unit member shall retire. Resignation may occur before the end of the five (5) year leave. If the unit member desires to return to employment before the end of the five (5) year period, he/she may do so with District approval.

112. Layoff Leave

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

ARTICLE XXIII

SPECIAL EDUCATION

113. Special Day Classes

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

114. Resource Specialist Service

The Resource Specialist component of the Master Plan shall be implemented as follows:
a. Selection

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 regular 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.

b. Allocation

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 the Agreement.

c. Coordination

Implementation of an I.E.P. within a regular 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.

115. Master Plan Individual Education Program Scheduling

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. Effort will be made to schedule such meetings during the regular work day of unit members.

116. Assistant Services to Special Education Teachers

a. Each Resource Specialist with a caseload, as defined in §42. b, 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.

b. 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.
c. 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.

d. 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.

117. Extended Year Program

a. 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 XVIII.

b. 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 New Article XXX Summer School.

c. Tentative extended year summer school assignments shall be made no later than May 15.

d. Notification of assignment to extended year summer school shall be in writing and shall include the tentative location of the assignment.

e. 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.

f. No employment shall be cancelled after the fifth instructional day. If a unit member’s employment is cancelled during the first five (5) paid 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.
ARTICLE XXIV

TEACHERS ON SPECIAL ASSIGNMENT

118. **Definition**

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

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

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

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

119. **TSA Vacancies**

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

ARTICLE XXV

RETIREMENT PLANS

120. **Part-time Employment Leading to Retirement**

A program designed to allow unit members aged fifty-five (55) or over to work part-time and receive full-time retirement credit during the five (5) years immediately prior to retirement will be implemented as follows:

a. Application for this program must be made to the Personnel Services Office by March 1 in the year previous to the school year in which the unit member intends to participate in the program.

b. A form contract as shown in Appendix E shall be used. Any change in this form shall be approved by the District and the Association. Individual contracts will be agreed between unit member and District.
c. To be eligible the unit member must be fifty-five (55) years of age, and shall have had a minimum of ten (10) years employment in Mt. Diablo Unified School District, the most recent five (5) years of which must be on a full-time basis.

d. The minimum of the equivalent of half-time service may be exceeded upon the mutual consent of the unit member and the District.

e. Effective June 30, 1989, the total number of unit members participating in this plan may not exceed fifteen (15). Effective June 30, 1990, the total number of unit members participating in this plan may not exceed ten (10). Limits on participation shall not affect unit members in the program at the time the limitations become effective.

f. Mutual agreement between the unit member and the immediate supervisor is required before the plan can be implemented.

g. At the end of the maximum five (5) year part-time employment period the unit member is required to submit a resignation. Resignation may occur before the end of the five (5) year period. A part-time employment of less than five (5) years, terminated by resignation, may be designed.

h. Revision or termination of the program will not modify the status of personnel who entered the program prior to the effective date of such revision or termination.

i. Article X, Transfer, will not apply to participants in this program.

j. Salaries and preparation periods of secondary classroom unit members will be based on the normal teaching load of a full-time unit member as follows:

<table>
<thead>
<tr>
<th>Normal Length of Student Day</th>
<th>Pay Per Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 periods</td>
<td>1/5 full-time rate</td>
</tr>
<tr>
<td>7 periods</td>
<td>1/6 full-time rate</td>
</tr>
</tbody>
</table>

k. Salaries of secondary counselors and nurses will be based on the normal student days as follows:

<table>
<thead>
<tr>
<th>Normal Length of Student Day</th>
<th>Pay Per Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 periods</td>
<td>1/6 full-time rate</td>
</tr>
<tr>
<td>7 periods</td>
<td>1/7 full-time rate</td>
</tr>
</tbody>
</table>
121. **Early Retirement Plans**

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

a. **Early-Out Plan (E. C. §24000)**

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

b. **Limited Term Reductions (E. C. §24211)**

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

122. **Health and Medical Benefits for Spouse**

   District will reimburse spousal health and medical benefits (including prescription coverage as provided in the plan) for a maximum of ten (10) years or until retiree reaches age sixty-five (65), whichever comes first. This benefit is available upon the retirement of the employee, provided such retirement occurs at or before the end of the semester during which the employee reaches age sixty (60).

123. **Dental Insurance**

   The District shall reimburse the cost of dental insurance to each employee who retires at or before the end of the semester during which the employee reaches age sixty (60). Such coverage shall encompass the retiree’s dependents and shall continue until the retiree reaches age sixty-five (65).

124. **Post-Retirement Contract for Service**

   This program provides for payment of retirees aged fifty-five to sixty-five (55-65) on a contract-for-service basis to complete or work toward completion of a project of value to the District.
a. Committee

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

b. Procedure

All projects proposed for Post-Retirement Contracts shall be submitted to the committee by the last day of February. All eligible unit members who may be interested in potential projects shall also submit their names to the committee by the last day of February. The committee shall review the projects, interview interested prospective retirees, and determine which projects they will recommend for acceptance and which employee(s) shall implement those projects. The committee shall mutually determine with the employee the length of the contract, the amount of the stipend, and the number of days to be served. In consultation with appropriate management personnel, the committee and the applicant shall agree on the name of the appropriate administrator to supervise the work of the participant. The designation of supervisor shall be subject to approval by the Superintendent/designee. Final committee recommendations on all projects must be sent in writing to each employee applying to the committee no later than April 15. Projects recommended by the committee for implementation the following year shall be presented to the Board of Education for action no later than May 1 and shall be acted upon by the Board no later than the first regular meeting in May. A written appeal, or a written notice of intent to appeal by appearance before the Board when they make their decision, must be sent prior to the meeting of the Board to act on the committee’s recommendation.

c. Implementation

(1) A certificated person must have a minimum of ten (10) years of service in the District in a position requiring certification. A year of service is defined as working seventy-five percent (75%) of the days required by his/her contract of employment.

(2) In order to be eligible to participate as an independent contractor, the participant must actually retire from the District. However, the participant shall not be required to submit his/her retirement until after the Board has acted upon his/her proposed contract.
(3) The retiring employee shall be between the age fifty-five (55) and sixty-five (65).

(4) The participant shall serve from ten to fifty (10-50) days per school year as provided in the individual's contract. Scheduling of those days shall be mutually agreed upon between the participant and the supervisor. In unusual circumstances the Superintendent may waive the ten to fifty (10-50) day requirement depending upon the work products required.

(5) The stipend shall range from one thousand dollars ($1,000) to five thousand dollars ($5,000) per year depending upon the nature of the mutually acceptable agreement.

(6) Once the Board approves the contract, the retiree is responsible for the work activity and/or products as specified in the contract under the supervision by the designated administrator.

(7) Projects may be proposed by the Board, potential participants, the Association, bargaining unit members, or by management but are subject, individually, to approval by the committee described in §124 a and b and by the Board of Education.

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

(9) Maximum duration of participation by one (1) individual shall be five (5) consecutive years.

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

   (a) Demonstrated leadership in District, school and/or professional organizations
   (b) Publications
(c) Nomination by peers
(d) Actual verified previous experience in the special field of contribution
(e) Experience in teaching the aspects or content pertaining to the assignment. The instruction may have been to professional personnel in college, extension services and/or adult school.

(11) Potential assignments for retirees may include, but are not limited to:

(a) Staff development (such as):
   1) Curriculum/instruction in specific discipline(s)
   2) General management methods
   3) Contract management methods
   4) Improving effectiveness of aides
(b) Direct services (such as):
   1) Clinical
   2) Committee (E.A.S., S.A.T.)
(c) Compliance reviews (such as):
   1) 504 sites, facilities, programs
   2) 94-142
(d) Planning (such as):
   1) Sites and their use - equipment control, materials, dispersal, inventory control
   2) Trends - population/demographics
   3) Programs
   4) Vo-Ed
   5) Environmental Education
(e) Curriculum development
(f) Material development for Instructional Materials Services
(g) Demonstration teaching
(h) Updating and revision of employee handbooks
(i) Assisting in the development of inservice program
(j) Updating and revision of other school district publications (Volunteer Aide Handbook, Noon Supervisor Handbook, Learning Center Instructional Assistant Handbook, Substitute Teacher Handbook, etc.)
(k) Helping with staffing programs
(l) Analysis of testing data
(m) Updating and revision of school policies and regulations
(n) Substitute teaching
(o) Project writing
(p) Project evaluation

- 75 -
The total program of contracts/stipends shall be subject to an annual expenditure limit of seventy-five thousand dollars ($75,000). The Board may revise this expenditure limit and adjust it upward if the committee recommends the funding of projects in excess of that level.

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

125. **Savings Clause**

In the event that legislative authorization for any of the Early-Out Retirement Plans described in §121, a, b or c is rescinded or modified, the parties shall meet at a mutually agreeable time to replace or modify those sections. If the legislature adds alternate early retirement plans, the parties may meet to add to this Article sections stating that such plans are available to employees.

**ARTICLE XXVI**

**CLASSROOM TEACHER INSTRUCTION IMPROVEMENT PROGRAM**

126. **Enabling Legislation**

It is the intent of the Legislature to provide funds to encourage teachers, whether acting individually or with other teachers, to improve the quality of instruction.

127. **Definitions**

A classroom teacher, for purposes of this program, shall be defined as including all full-time permanent members of the Association bargaining unit, excluding:

a. Counselors

b. Nurses
c. Teachers on special assignment who do not spend sixty percent (60%) or more of their time in direct instruction of students
d. Audiologists
e. O.W.E. staff

A classroom teacher for the purposes of this program, shall be defined as including all full-time members of the bargaining unit, represented by the Association, excluding a. through e. above.

128. **Grant Review Committee**

a. There shall be three (3) grant review committees, one (1) each for elementary, intermediate/middle and high school level. The grant review committees shall contain a majority of no more than three (3) classroom teachers and two (2) administrators for the intermediate/middle school level and high school level; and five (5) teachers and three (3) administrators at the elementary level. The classroom teacher members of each committee shall be chosen in a secret ballot election conducted by the Association in a manner prescribed by it among all probationary and tenured classroom teachers serving in the instructional level from which candidates may be nominated. Administrative members shall be chosen in a manner prescribed by the statute.

b. The committees shall recommend to the governing board of the District a plan for the allocation of the District’s funding entitlement for purposes of this chapter, taking into account the areas in the District with greatest need for instructional improvement. The plan shall include the committees’ recommendations for the funding of any grant proposal, and shall specify a grant amount for a given year not to exceed two thousand dollars ($2,000) for an individual, or two thousand dollars ($2,000) for each eligible individual participating in a group proposal.

c. Nomination for grants generally shall be made by school levels; elementary, intermediate/middle school, senior high. These grants shall be allocated to the above school levels on proportionate basis by the number of teachers in respective school levels.

d. In its deliberation, the grant review committees shall meet during regular site time as set forth elsewhere in this Agreement.
e. Projects that encompass more than one (1) school level shall be considered by the combined committees.

f. The grant review committees will be elected for one (one) two-year term. The election for the committees shall be no later than October 15 of the year they will begin service.

g. The Board of Education shall identify the District's curriculum and instructional priorities to the grant committees before the nominating process begins.

h. The grant review committees shall present their recommendations for grants to the Board of Education no later than November 30.

i. Decisions/actions of the grant review committees shall not be subject to the grievance procedure. All applicants shall be given a fair and unbiased consideration within the limits of the law.

129. General Provisions

a. Grant proposals shall be made to support K-12 improvement efforts, within particular grades, sequences or subject matter areas.

b. Grant proposals shall be for instructional materials, equipment, or activities which are considered "supplemental" to what the District or school is normally able to provide. (Verification of "supplemental" nature of proposal by the principal of the site from which the proposal is initiated.)

c. Grant funds may not be used as stipends for the recipient(s). Recipient(s) may request compensation for curriculum writing work performed beyond the regular site time or work year as set forth elsewhere in this Agreement.

d. The expense required by the operation of this program shall not be charged to the general fund.

e. No member of the bargaining unit who is not a substitute shall be required to substitute for a teacher released from instructional duties to participate in this program except as provided in §91 s. of this Agreement. By virtue of receiving a grant under this program, a recipient shall not be exempt from any extra duty assignment, or staff meetings required of any other member of the bargaining unit, nor be exempt from liability of layoff.
f. A grant proposal may be written for up to two (2) years but the second year shall be contingent upon reapproval by the grant review committee. A grant proposal initially written for one (1) year may be extended for a second year with approval of the grant review committee. No grant recipient shall participate more than two (2) consecutive years.

130. **Evaluation**

a. A unit member's performance as a grant recipient shall not be subject to evaluation under provisions of Article XVI of the Agreement. Neither shall the recipient be exempt from evaluation as a unit member.

b. The committee shall establish procedures for the evaluation of grant proposals and for the review of the use of grant funds by grant recipients.

c. Grant proposals shall include a component for annual evaluation to determine measurable effectiveness as a basis for grant renewal and expansion of the program.

This evaluation, which shall be written, shall treat only the grant recipient function, shall impact only upon the unit member's potential re-selection as a grant recipient, and shall not be placed in the unit member's personnel file. The grant recipient may attach his/her response to the evaluation.
131. Application for Funding

PROPOSED PROJECT TITLE ____________________________________

Grade level(s)/Curriculum area(s) to be served ___________________

Dollar amount requested ______________________________________

1. Brief Description of Proposed Project. (NOTE: In order that pro-
jects may be read anonymously, please do not refer to your school
by name.)

______________________________________________________________

NAME ___________________ DATE ______________

POSITION ______ DEPT./GRADE ___________ SCHOOL ______

If this is a group proposal, list participants __________________________

______________________________________________________________

Telephone number where you can be reached _______ Time ______

E.C., §44700, specifies that "Grants made . . . shall supplement, and
not supplant, regular instructional activities." This proposal has been
reviewed and does supplement District developed curriculum and
existing programs at this school.

☐ Yes  ☐ No ___________________________ Principal
2. **Need Statement** (Cite appropriate Board of Education priority need.)

3. **How do you propose to evaluate the project?**

4. **Proposed Project Budget** (i.e., textbooks, instructional materials, other materials, consultant time, etc.) Please itemize and total.
ARTICLE XXVII

MENTOR TEACHER PROGRAM

132. Preamble

Mt. Diablo Education Association/CTA/NEA and Mt. Diablo Unified School District, desiring to implement the intention of the Legislature, as herein set forth, establish this Mentor Teacher Program for the Mt. Diablo Unified School District:

The Legislature recognizes that the classroom is the focus of teaching reward and satisfaction. However, the Legislature finds that many potentially effective teachers leave the teaching profession because it does not offer them support, assistance, recognition, and career opportunities that they need.

It is the intent of the Legislature in the enactment of this article to encourage teachers currently employed in the public school system to continue to pursue excellence within their profession, to provide incentives to teachers of demonstrated ability and expertise to remain in the public school system, and to restore the teaching profession to its position of primary importance within the structure of the state educational system.

133. Definitions

A classroom teacher, for the purposes of this program, shall be defined as including all members of the bargaining unit represented by the Association, excluding:

a. Counselors

b. Nurses

c. Teachers on special assignment who do not spend sixty percent (60%) or more of their time in direct instruction of students

d. Audiologists

e. O.W.E. Staff

134. Selection Committee

a. There shall be three (3) selection committees, one (1) each for elementary, intermediate/middle, and high school levels. The
selection committees shall contain a majority of no more than four (4) classroom teachers and three (3) administrators, for the elementary and high school levels; and three (3) classroom teachers and two (2) administrators at the intermediate/middle level. The classroom teacher members of each selection committee shall be chosen in a secret ballot election conducted by the Association in a manner prescribed by it among all probationary and permanent classroom teachers serving in the site and instructional level from which candidates may be nominated. Administrative members shall be chosen in a manner prescribed by the statute.

b. The unit members of the selection committee shall receive a stipend of seventy-five dollars ($75.00) for service on the committee. In its deliberation, the selection committee shall meet during regular site time as set forth elsewhere in this Agreement and after site time as needed. The need to meet after site time shall be determined by the committee. Among other methods of arriving at its determination, members of the selection committee shall be additionally provided release time for classroom observation and/or interviews of and with applicants for the Mentor Program.

c. Selection committee membership shall be determined no later than February 1 of each year. The term of the unit members on the selection committee shall be at least two (2) years. For the purpose of staggering terms, two (2) members of the elementary and high school committees, and one (1) member of the intermediate/middle committee shall be elected for three (3) years for the election which immediately follows the ratification of this Agreement.

d. The selection committee shall submit their recommendations to the Board of Education for ratification upon completion of the process but no later than May 15 unless circumstances prevent it. Letters of notification shall immediately be sent to all applicants.

e. Members of the selection committee may not apply to be mentors.

f. Decisions/actions of the selection committee shall not be subject to the grievance procedure.

g. In determining its recommendations the selection committee shall consider:

(1) The statutory criteria for mentor applicant qualification:
(a) A credentialed classroom teacher with permanent status.

(b) Substantial recent experience in classroom instruction.

(c) Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of the range of teaching strategies necessary to meet the needs of pupils in different contexts.

(2) The applicant's length of service and academic preparation.

(3) Classroom observations and/or interviews of the mentor applicant. With the approval of the candidate, videotape observations may be used.

The scheduling of interviews and observations as well as the composition of the interview/observation teams are the responsibility of the selection committee. To the degree possible two (2) unit members of the selection committee will be present at all observations and/or interviews of each applicant.

(4) Appropriate evaluation forms and documents related to performance as a teacher and/or mentor teacher in the District for the immediate four-year period preceding the application.

(5) Statements made in initial application by the mentor applicant of his or her concept of how such an applicant would function within the program to facilitate the education program and to contribute to the intent of the Legislature.

(6) Mentor applications shall be sent to all teachers by February 1 and returned by March 3. Completed applications shall be given to the selection committee no later than March 15.

135. **Mentor Assignments**

a. The District shall identify and advertise the specific assignments for the mentor teachers and the duties and responsibilities that each is to perform. Mentor Assignments are:
(1) Site mentors serve at the elementary, intermediate/middle or high school levels.

(2) Inter-site mentors work in a curricular area for a designated grade level span, and they may serve more than one (1) site.

Individual teachers are encouraged to submit creative proposals other than those specifically listed.

b. Assignments shall be made by school levels; elementary, intermediate/middle school, senior high. These assignments shall be allocated to the above school levels on proportionate basis by the number of teachers in respective school levels. Specific assignments shall be for instructional improvement. Any assignment requiring specific subject matter expertise shall be identified and advertised as such. Assignments shall indicate if travel is required and shall indicate the immediate supervisor, if known.

c. The selection committee shall choose from among the applicants those that are best suited for the above assignments. The District shall annually identify sufficient assignments to cover the total number of positions that have been funded by the State.

d. Should the selection committee at any one (1) level fail to nominate mentor teachers in the prescribed numbers, the resulting remainder may be used by another level.

e. Within each level (elementary, intermediate/middle, and high school) there will be an attempt to provide a site mentor teacher at each school.

f. The selection committee(s) shall present to the Board a number of nominees equal to the number of mentor positions approved by the State.

136. Mentor Teacher Services

a. In addition to his/her regular annual salary and all other benefits provided by this contract, mentor teachers shall be compensated at a rate established by the Legislature. This amount shall not be prorated or divided among multiple recipients. Stipends shall be reduced in a prorata fashion for service of less than an academic year. The number of days and hours of service shall be coterminous with those days and hours
served by regular classroom teachers at the instructional level to which the mentor teacher is assigned, except that the mentor teacher may be required to spend a maximum of one hundred twenty (120) hours per year in duties connected to the program over and above such days and hours.

b. Persons designated as mentor teachers shall be assigned duties and responsibilities in accordance with the following:

(1) The primary function of a mentor teacher shall be to provide assistance and guidance to new teachers. A mentor teacher may also provide assistance and guidance to more experienced teachers.

(2) Mentor teachers may provide staff development for teachers, and may develop special curriculum.

(3) A mentor teacher shall not participate in the evaluation of teachers.

Each mentor teacher is assigned to an advisor. The advisor for a school site mentor shall be a school site administrator. The advisor for inter-site mentor may be a District administrator.

c. In addition to all other noninstructional time provided by this contract, mentor teachers may be provided additional release time for purposes of:

(1) Providing assistance to new teachers or experienced teachers

(2) Staff development, curriculum implementation and development of special curriculum

d. In addition to release time provided in §136 c, the mentor teacher may, at his/her own option and at times approved by his/her supervisor, use any or all of his/her stipend to purchase additional release time for purposes of professional growth. Such time shall be purchased at the substitute rate.

e. Notwithstanding the provisions of c and d above, however, each mentor shall spend not less than sixty percent (60%) of the time per year normally spent in instruction by regular classroom teachers at his/her grade level in direct instruction of pupils.

f. By virtue of appointment as a mentor teacher, he/she shall not be exempt from any extra duty assignment or staff meetings
required of any other member of the bargaining unit, nor be exempted from liability to layoff.

g. The mentor teacher’s function shall not be considered as duties additional within the meaning of §47 of this Agreement.

137. **Term of Mentor**

All assignments are for one (1) year. Teachers may reapply and serve as mentors for no more than three (3) consecutive years. The mentor selection committee shall select for reelection only those mentors judged to be of particular value to the site(s) served by the mentorship. In determining such value the mentor selection committee shall evaluate the contribution made to the site(s) through observations, interviews, mentor evaluation(s) and by reviewing recommendations of those employees who work at the site(s) served by the mentor applying for reelection. All applicants shall be given a fair and unbiased consideration.

138. **General Provisions**

a. No expense required by the operation of this Program shall be budgeted or charged to the General Fund.

b. No member of the bargaining unit who is not a substitute shall be required to substitute for a mentor teacher released from instructional duties or for selection committee members except as provided in §91 s of this Agreement.

c. No non-mentor teacher shall be required to participate in the activities of the Mentor Teacher Program except during release time or as part of staff meetings in accordance with Article XIV, §47 of this Agreement, as per past practice, nor shall any non-mentor teacher be required to meet with the mentor teacher during his/her preparation time, lunch time, break time, or other noninstructional time.

139. **Impact on Unit Members**

a. No unit member shall be transferred involuntarily for the purpose of creating a vacancy to be filled by a mentor teacher.

b. The provisions of §38 (Transfer to Fill a Program Need) of this Agreement shall not be invoked for the purpose of achieving transfer of a mentor teacher.
140. **Evaluation**

a. A unit member's performance as a mentor teacher shall not be subject to evaluation under the provisions of Article XVI of this Agreement. Neither shall selection as a mentor teacher exempt any unit member from such evaluation.

b. Each mentor teacher who is reapplying for a mentor position shall have their performance in that role evaluated by his/her immediate supervisor in a conference conducted no later than February 15.

All other mentor teachers shall have their performance in that role evaluated by their immediate supervisor in a conference conducted not less than thirty (30) days nor more than sixty (60) days prior to the scheduled conclusion of the mentor teacher duties.

c. This evaluation, which shall be written, shall treat only the mentor teacher function, shall impact only upon the unit member's potential re-selection as a mentor teacher and shall not be placed in the unit member's personnel file. This evaluation shall be available for the selection committee. The mentor may attach his/her response to the evaluation.
MT. DIABLO UNIFIED SCHOOL DISTRICT
MENTOR TEACHER APPLICATION

PERSONAL DATA:

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<thead>
<tr>
<th>Last Name</th>
<th>Present Position</th>
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<table>
<thead>
<tr>
<th>Present Address</th>
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<th>Present School</th>
<th>Prep./Lunch</th>
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<thead>
<tr>
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<th>Zip</th>
<th>Grade Levels/Subjects Taught</th>
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<tr>
<th>(Area Code)</th>
<th>Home Phone Number</th>
<th>School Phone (# and District Ext.)</th>
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</table>

I have taught in MDUSD for ________ years, and in other district(s) for ________ years.

To be eligible for a Mentor Teacher position, a candidate must:

a. Hold a valid California Teaching Credential with permanent status.
b. Have substantial recent experience in classroom instruction.
c. Have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of the range of teaching strategies necessary to meet the needs of pupils in different contexts.

(Contractual Agreement, Article XXVII, Section 134 g.)

Term of assignment is one (1) year. Teachers may serve as a Mentor for no more than three (3) consecutive years.

I have served as a Mentor Teacher for ________ years ________ (dates).

Mentor assignments are as follows:
(1) Site mentors serve at the elementary, intermediate/middle or high school levels.
(2) Inter-site mentors work in a curricular area for a designated grade level span. They may serve at one (1) or more sites.
Specific Mentor Teacher position for which I am applying: (Check one)

___ SCHOOL SITE MENTOR (Advisor-School Site Administrator)  ___ INTER-SITE MENTOR (Advisor-District Administrator)

___ Elementary Mentor Teacher  Area of Interest ____________

___ Intermediate/Middle Mentor  Grade Level Span ____________

___ High School Mentor Teacher

a. I believe that my service as a mentor teacher should include the following duties:

b. I believe that I can contribute best to the program because of my following strengths and skills:

c. Please write a professional history which may include any of the following: Academic preparation/credentials, special training/certificates, professional organizations, recent workshops attended/presented, materials/articles published, site level/District committee work, and community/district/professional/site leadership roles.
VERIFICATION STATEMENT

I certify that:

a. I have read the description of responsibilities for the mentor teacher assignment;

b. All information contained in this application is true and accurate to the best of my knowledge;

c. I understand and agree that members of the Mentor Teacher Selection Committee will contact, interview and/or observe me;

d. I consent to the review of my application, observation, and/or interview by the Selection Committee;

e. I understand that my application constitutes my consent to the release of pertinent information relating to my teaching experience and performance.

Material subject to review shall be limited to a four-year period previous to the date of this application.

__________________________  __________________________
Signature                  Date

SEND THE COMPLETED FORM(S) TO FRED W. SULLIVAN, ADMINISTRATOR, MENTOR PROGRAM, MT. DIABLO UNIFIED SCHOOL DISTRICT, DENT CENTER, WING C, NOT LATER THAN:
ARTICLE XXVIII

RETRAINING

142. Retraining

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

ARTICLE XXIX

COMMITTEES

143. Medicare Supplement

The parties agree to formation of a joint task force comprised of three (3) members appointed by the Association and three (3) members appointed by the District. The function of this task force will be:

a. Determine unit member interest in participating in the Medicare Supplement Program for those unit members receiving supplementary contracts. This shall be done by polling those members who have supplementary contracts.

b. If a majority of those polled show interest, the task force shall develop recommendations including a plan and time line for implementing the Medicare Supplement Program for members with supplemental contracts. The task force will be guided by the rules set forth by PERS and the Social Security Administration.

c. Committee recommendations will be submitted back to the parties. Implementation of committee recommendations requires mutual agreement of the parties.

144. Elementary Preparation Periods

The parties shall form a task force for the purpose of developing plans for the implementation of elementary preparation time. The task force shall meet to discuss program and facility requirements and shall make recommendations to the parties.
145. Participation in Decision Making

a. The parties agree to mutually develop a process by which unit members will have input into the District Staff Development program. (See Appendix I)

b. The parties agree to mutually develop a process by which unit members may have input into site/program decisions. (See Appendix H)

146. Elementary Stipends

A joint committee composed of three (3) Association representatives and three (3) District representatives will be formed to develop guidelines for the implementation of the elementary stipend agreement.

Notwithstanding any provision of this Article, the Association for itself and for the bargaining unit it represents, does not waive any right it has in law or in contract. The authority of committees established under this article shall not be construed so as to operate in lieu of the officially constituted Grievance Procedure.

ARTICLE XXX

EFFECTS OF LAYOFF

147. Definition

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

148. Offers of Reemployment

Offers of reemployment shall be in reverse orders of layoff in accordance with the Education Code.

149. Seniority

Before a Board decision to lay off is made, the District shall provide a current seniority list to the Association.
150. **Notification**

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

151. **Health and Dental Plan**

The District agrees to allow each unit member actually laid off at the end of the school year to continue on the existing District health and dental plans at no cost to the unit member for a period not to exceed two (2) months from the end of the unit member’s contract.

152. **Bargaining Rights**

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

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**ARTICLE XXXI**

**SUMMER SCHOOL**

153. **Selection Process**

a. No later than April 15, a list of all available summer school positions shall be issued by the Personnel Office and posted at each site. Each position shall indicate subjects and/or grade level to be taught.

b. Qualified unit members, including those in probationary and temporary status, shall be selected for vacancies before new hires. Unit members receiving unsatisfactory evaluations in previous summer school sessions will not be considered qualified.

*Application of this article is contingent on the District’s decision to offer a summer school program.*
ARTICLE XXXII

PROFESSIONAL GROWTH

154. **State Professional Growth Requirements**

Pursuant to E.C. §44227-44279 which sets forth professional renewal requirements for all unit members holding Professional Clear Teaching Credentials issued subsequent to August 31, 1985, the District shall provide affected unit members the following:

a. An annual informational meeting

b. A current list of volunteers qualified to be Professional Growth Advisors
## MT. DIABLO UNIFIED SCHOOL DISTRICT
### 1988-89 CREDENTIALED TEACHERS' SALARY SCHEDULE

**Effective July 1, 1988**

<table>
<thead>
<tr>
<th>Steps</th>
<th>Class I</th>
<th>Class II</th>
<th>Class III</th>
<th>Class IV</th>
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<tbody>
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<td>$23,607</td>
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<td>26,181</td>
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<td>24,851</td>
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<td>27,101</td>
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<td>6</td>
<td>25,601</td>
<td>26,799</td>
<td>28,052</td>
<td>29,359</td>
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<td>7</td>
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<td>27,674</td>
<td>29,036</td>
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<td>28,577</td>
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<td>9</td>
<td>27,987</td>
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<td>13</td>
<td></td>
<td>32,491</td>
<td>35,709</td>
<td>38,005</td>
</tr>
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### CAREER INCREMENTS AFTER CLASS IV, STEP 13

- An additional $400 at the beginning of the 16th year
- Plus, a second $400 at the beginning of the 19th year
- Plus, a third $400 at the beginning of the 22nd year
- Plus, a final $855 at the beginning of the 25th year

### PLACEMENT REGULATIONS:

- All classification units must conform to District requirements.
  - Class I: Teachers with an A.B. Degree plus 30 semester units.
  - Class II: Teachers with an A.B. Degree plus 45 semester units.
  - Class III: Teachers with an A.B. Degree plus 60 semester units.
  - Class IV: Teachers with an A.B. Degree plus 75 semester units.
  - Certificated Personnel with a Master's Degree or doctorate in lieu of Master's Degree, receive $750 above teachers salary placement.

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. Lower-division courses are not acceptable for original placement.

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

**With 30 or more semester units:**

- Credit for teaching experience outside the District, and 1 year of credit for military service shall be given, to a maximum of 5 years for both. The maximum placement for teachers new to the District shall be Step 6 in any class.

**With less than 30 units:**

- Credit for outside teaching experience and 1 year of military service shall be given, to a maximum of 4 years for both. The maximum placement for teachers new to the District shall be Step 5 of Class I.

**NOTE I:** Steps below line available only to persons hired prior to 1967-68 school year.

**NOTE II:** A.B. with 15 but less than 30 units - Class I, Step 8 is the maximum placement. With less than 15 units - Class I, Step 5 is the maximum placement.

- Of the 15 units required to move from one class to another, 4 units of lower-division credit may be allowed.

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

### Health/Prescription Insurance:

- Employees may select from eight health plans, including prescription coverage. The District will pay up to the cost of the Kaiser family plan for employees one-half time or more.

### Dental Insurance:

- Dental Insurance coverage for employee and family is fully paid by the District.

---

Appendix A
### MT. DIABLO UNIFIED SCHOOL DISTRICT
#### 1989-90 CREDENTIALED TEACHERS' SALARY SCHEDULE

**Effective June 30, 1989**

<table>
<thead>
<tr>
<th>Steps</th>
<th>Class I</th>
<th>Class II</th>
<th>Class III</th>
<th>Class IV</th>
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</thead>
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<td>23,793</td>
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<td>23,640</td>
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<td>25,068</td>
<td>26,200</td>
<td>27,359</td>
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<td>25,845</td>
<td>27,054</td>
<td>28,319</td>
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<td>27,937</td>
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<td>28,849</td>
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<td>9</td>
<td>28,253</td>
<td>29,790</td>
<td>31,406</td>
<td>33,106</td>
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<td>29,104</td>
<td>30,761</td>
<td>32,507</td>
<td>34,349</td>
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<td>30,761</td>
<td>31,765</td>
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<td>35,639</td>
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<td>37,978</td>
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<td>13</td>
<td>32,801</td>
<td>36,050</td>
<td>38,367</td>
<td>38,367</td>
</tr>
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</table>

**CAREER INCREMENTS AFTER CLASS IV, STEP 13**

- An additional $400 at the beginning of the 16th year
- Plus, a second $400 at the beginning of the 19th year
- Plus, a third $400 at the beginning of the 22nd year
- Plus, a final $855 at the beginning of the 25th year

**PLACEMENT REGULATIONS:**

All classification units must conform to District requirements.

- Class I: Teachers with an A.B. Degree plus 30 semester units.
- Class II: Teachers with an A.B. Degree plus 45 semester units.
- Class III: Teachers with an A.B. Degree plus 60 semester units.
- Class IV: Teachers with an A.B. Degree plus 75 semester units.
- Certificated Personnel with a Master's Degree or doctorate in lieu of Master's Degree, receive $750 above the teachers salary placement.

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. Lower-division courses are not acceptable for original placement.

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

**With 30 or more semester units:**

Credit for teaching experience outside the District, and 1 year of credit for military service shall be given, to a maximum of 6 years for both. The maximum placement for teachers new to the District shall be Step 7 in any class for the 1989-90 school year.

**With less than 30 semester units:**

Credit for outside teaching experience and 1 year of military service shall be given, to a maximum of 4 years for both. The maximum placement for teachers new to the District shall be Step 5 of Class I.

**NOTE I:** Steps below line available only to persons hired prior to 1967-68 school year.

**NOTE II:** A.B. with 15 but less than 30 units - Class I, Step 8 is the maximum step advancement. With less than 15 units - Class I, Step 5 is the maximum step advancement. Of the 15 units required to move from one class to another, 4 units of lower-division credit may be allowed.

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

**Health/Prescription Insurance:**

Employees may select from various health plans, including prescription coverage. The District will pay up to the cost of the Kaiser family plan for employees one-half time or more.

**Dental Insurance:**

Dental Insurance coverage for employee and family is fully paid by the District.
SUPPLEMENTAL COMPENSATION

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

Counselors (H.S. and Int./Mid.) Ten (10) additional days salary at individual’s daily rate.

Department Chairpersons:
   a. Intermediate/Middle School: Not to exceed eight (8) per school
   b. H.S. Special Education: One (1) per school
   c. High School: Identified subject areas

   1 to 4 teachers (incl. Chairperson) $425
   5 to 9 teachers (incl. Chairperson) 565
   10 or more teachers (incl. Chairperson) 710

Resource Teachers $565

Teachers on Special Assignment $565

Technical Librarian Twenty (20) days additional salary based on salary placement.

Unit members assigned to the following duties in addition to their teacher assignments shall receive extra compensation as follows:

Athletic Coaches
   Football $1,300
   Assistant Football 1,105
   Trainer 1,105
   Basketball 1,170
   Assistant Basketball 995
   Baseball/Softball 1,170
   Assistant Baseball/Softball 995
   Track 1,170
   Assistant Track 995
   Cross Country 1,040
   Tennis 1,040
   Swimming 1,040
   Wrestling 1,170

Appendix B1
Assistant Wrestling  995  
Volleyball  1,040  
Assistant Volleyball  884  

Athletic Coordinator  $1,550  
Athletic Director  $1,550  

Director of each major high school drama production  $347 for each production, to a maximum of 3 productions per school year for each school.  

High School Band Director  $1,300  

Coaches Longevity  

Beginning with the 1982-83 school year, a ten-step longevity-increment schedule shall be implemented for unit-member coaches in the District. One (1) step shall equal one (1) year. Longevity increments of two hundred dollars ($200) shall be paid on that schedule beginning with its second step and in each alternate year thereafter through year ten (10).  

Initial placement of unit-member coaches on this longevity increment schedule shall be accomplished by the granting of one (1) year of step credit for each two (2) years of previous coaching experience in the District, to a maximum of three (3) years step credit.  

Appendix B1 (cont.)
Supplemental Compensation

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

Each elementary school and center shall receive five hundred dollars ($500) annually to provide stipends to unit members for special duties.

Counselors (H.S. and Int.) Ten (10) addition days salary at individual's daily rate.

Department Chairpersons:
   a. Intermediate/Middle School: Not to exceed eight (8) per school
   b. H.S. Special Education: one (1) per school
   c. High School: Identified subject areas

<table>
<thead>
<tr>
<th>Number of Teachers</th>
<th>Additional Salary</th>
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<td>1 to 4</td>
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<tr>
<td>5 to 9</td>
<td>$565</td>
</tr>
<tr>
<td>10 or more</td>
<td>$710</td>
</tr>
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</table>

Resource Teachers $565

Teachers on Special Assignment $565

Technical Librarian Twenty (20) days additional salary based on salary placement.

Unit members assigned to the following duties in addition to their teacher assignments shall receive extra compensation as follows:

Athletic Coaches
   Football $1,300
   Assistant Football 1,105
   Trainer 1,105
   Basketball 1,170
   Assistant Basketball 995
   Baseball/Softball 1,170
   Assistant Baseball/Softball 995
   Track 1,170
   Assistant Track 995
   Cross Country 1,040
   Tennis 1,040
   Swimming 1,040

Appendix B²
Wrestling 1,170  
Assistant Wrestling 995  
Volleyball 1,040  
Assistant Volleyball 995  

Athletic Coordinator $1,550  
Athletic Director $1,550  

Director of each major high school drama production $347 for each production, to a maximum of three (3) productions per school year for each school.  

High School Band Director $1,550  

**Longevity Plan**

A ten-step longevity increment schedule shall be implemented for unit-member coaches, High School Band Directors, and Directors of High School drama productions in the District. One (1) step shall equal one (1) year. Longevity increments of two hundred dollars ($200) shall be paid on that schedule beginning with its second step and in each alternate year thereafter through year ten (10).

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

Drama directors producing less than three (3) productions per school year shall receive longevity stipends on a prorated basis.
# Mt. Diablo Unified School District

1988-1989 School Calendar

## HOLIDAYS AND REPORT PERIODS

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>Sept. 1 &amp; 2</td>
<td>Orientation - New Teachers</td>
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<tr>
<td>Sept. 5</td>
<td>Labor Day</td>
<td></td>
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<tr>
<td>Sept. 6</td>
<td>Work Day, All Teachers</td>
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<tr>
<td>Sept. 7</td>
<td>Classes Begin</td>
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<tr>
<td>Nov. 4</td>
<td>End FIRST REPORT PERIOD</td>
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<tr>
<td>Nov. 11</td>
<td>Veterans' Day</td>
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<tr>
<td>Nov. 24</td>
<td>Thanksgiving Day</td>
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<td>Nov. 25</td>
<td>Board Holiday</td>
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<tr>
<td>Jan. 16</td>
<td>Dr. Martin Luther King, Jr.'s Birthday</td>
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<td>Jan. 27</td>
<td>End SECOND REPORT PERIOD</td>
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<tr>
<td>Jan. 27</td>
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<tr>
<td>Feb. 13</td>
<td>Lincoln Day</td>
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<td>Feb. 20</td>
<td>Washington Day</td>
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<tr>
<td>Mar. 27</td>
<td>through March 31 Spring Recess</td>
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<tr>
<td>April 7</td>
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<td>43 Teaching Days</td>
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<tr>
<td>May 29</td>
<td>Memorial Day</td>
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<tr>
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<td>92 Teaching Days</td>
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## N-New Teacher Orientation
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<th>(Statistical)</th>
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<th>Teaching Days</th>
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<tr>
<td>Sept. 5</td>
<td>12 13 14 15 16</td>
<td>1 1 18</td>
</tr>
<tr>
<td>Sept. 30</td>
<td>26 27 28 29 30</td>
<td>1 1 18</td>
</tr>
<tr>
<td>Second</td>
<td>3 4 5 6 7</td>
<td>1 1 18</td>
</tr>
<tr>
<td>Oct. 3</td>
<td>10 11 12 13 14</td>
<td>1 1 18</td>
</tr>
<tr>
<td>Oct. 28</td>
<td>24 25 26 27 28</td>
<td>1 1 18</td>
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<tr>
<td>Third</td>
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<td>1 1 18</td>
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<tr>
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<td>1 1 18</td>
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<td>Nov. 28</td>
<td>5 6 7 8 9</td>
<td>1 1 18</td>
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<td>Winter Recess</td>
<td>19(R) 20(R) 21(R) 22(R) 23(R)</td>
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<td>1 1 18</td>
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<td>Jan. 9</td>
<td>16(L) 17 18 19 20</td>
<td>1 1 18</td>
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<td>Feb. 3</td>
<td>23 24 25 26 27</td>
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<td>Sixth</td>
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<td>1 1 18</td>
</tr>
<tr>
<td>Feb. 6</td>
<td>13(L) 14 15 16 17</td>
<td>1 1 18</td>
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<tr>
<td>Mar. 3</td>
<td>20(L) 21 22 23 24</td>
<td>1 1 18</td>
</tr>
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<td>Seventh</td>
<td>27 28 1 2</td>
<td>1 1 18</td>
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<td>March 6</td>
<td>6 7 8 9 10</td>
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<td>March 31</td>
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<td>March 31</td>
<td>27(B) 28(R) 29(R) 30(R) 31(R))</td>
<td>1 1 18</td>
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<td>Eighth</td>
<td>3 4 5 6 7</td>
<td>1 1 18</td>
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<td>April 3</td>
<td>10 11 12 13 14</td>
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<td>May 26</td>
<td>15 16 17 18 19</td>
<td>1 1 18</td>
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<td>Tenth</td>
<td>29(L) 30 31 1 2</td>
<td>1 1 18</td>
</tr>
<tr>
<td>June 16</td>
<td>5 6 7 8 9</td>
<td>1 1 18</td>
</tr>
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</table>

**Total Teaching Days**: 92 Teaching Days

**Total RETURNING Teachers' Work Days**: 181

**NEW Teachers' Work Days**: 183

Note: All Certificated personnel NEW to the District are required to report for orientation on Sept. 1 and 2, 1988.

All NEW and RETURNING certificated personnel are required to report for a pre-school Work Day (Orientation) on Tuesday, Sept. 6, 1988.

8/18/88

*After Easter Sunday*
## 1989-1990 SCHOOL CALENDAR

### HOLIDAYS AND REPORT PERIODS

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<tbody>
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<td>Aug/Sept</td>
<td>31(N)</td>
<td>1(N)</td>
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<tr>
<td><strong>First</strong></td>
<td>4(L)</td>
<td>5(T)</td>
<td>6*</td>
<td>7</td>
<td>8</td>
<td>18</td>
</tr>
<tr>
<td><strong>Second</strong></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>20</td>
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<tr>
<td><strong>Third</strong></td>
<td>30</td>
<td>31</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>3</td>
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<td><strong>Fourth</strong></td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
<td>1</td>
<td>11</td>
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<td><strong>Fifth</strong></td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>1</td>
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<td><strong>Sixth</strong></td>
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<td><strong>Seventh</strong></td>
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<td>6</td>
<td>7</td>
<td>8</td>
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<td>20</td>
</tr>
<tr>
<td><strong>Eighth</strong></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td><strong>Ninth</strong></td>
<td>30</td>
<td>31</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td><strong>Tenth</strong></td>
<td>28(L)</td>
<td>29</td>
<td>30</td>
<td>31</td>
<td>1</td>
<td>14</td>
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</tbody>
</table>

### N-NEW Teacher Orientation
- T-Work Day, All Teachers
- B-Board Holiday
- L-Legal Holiday
- R-School Recess

**Mon. Tues. Wed. Thurs. Fri.**

- HOLIDAYS AND REPORT PERIODS
  - Aug. 31 & Sept. 1 Orientation - New Teachers
  - Sept. 4 Labor Day
  - Sept. 5 Work Day, All Teachers
  - Sept. 6 Classes Begin

### TOTALS

<table>
<thead>
<tr>
<th>1st Semester: 89 Teaching Days</th>
<th>2nd Semester: 91 Teaching Days</th>
<th>Total NEW Teachers' Work Days... 183</th>
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</thead>
<tbody>
<tr>
<td>21</td>
<td>24</td>
<td>180</td>
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</tbody>
</table>

### Note:

- All Certificated personnel NEW to the District are required to report for orientation on August 31 and September 1, 1989.
- All NEW and RETURNING certificated personnel are required to report for a pre-school Work Day (Orientation) on Tuesday, September 5, 1989.

*After Easter Sunday*
# Mt. Diablo Unified School District
## 1990-1991 SCHOOL CALENDAR

### SCHOOL (Statistical)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>N-New Teacher Orientation</th>
<th>T-Work Day, All Teachers</th>
<th>B-Board Holiday</th>
<th>L-Legal Holiday</th>
<th>R-School Recess</th>
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<tbody>
<tr>
<td>August</td>
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### Non-Teaching Days

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**HOLIDAYS AND REPORT PERIODS**

- **August 30, 31**: Orientation - New Teachers
- **Sept. 3**: Labor Day
- **Sept. 4**: Work Day, All Teachers
- **Sept. 5**: Classes Begin
- **Nov. 2**: End FIRST REPORT PERIOD
  - 43 Teaching Days
- **Nov. 12**: Veterans' Day
- **Nov. 22**: Thanksgiving Day
- **Nov. 23**: Board Holiday
- **Dec. 24**: through Jan. 4, 1991
  - Winter Recess
- **Jan. 21**: Dr. Martin Luther King, Jr.'s Birthday
- **Jan. 25**: End SECOND REPORT PERIOD
  - 46 Teaching Days
- **Jan. 25**: End FIRST SEMESTER
  - 89 Teaching Days
- **Feb. 11**: Lincoln Day
- **Feb. 18**: Washington Day
- **April 1 through April 5**: Spring Recess
- **March 29**: End THIRD REPORT PERIOD
  - 43 Teaching Days
  - Public Schools Week (tentative)
- **May 27**: Memorial Day
- **June 13**: End FOURTH REPORT PERIOD
  - 48 Teaching Days
- **June 13**: End SECOND SEMESTER
  - 91 Teaching Days

**Note:** All Certificated personnel NEW to the District are required to report for orientation on August 30 and 31, 1990. All NEW and RETURNING certificated personnel are required to report for a pre-school Work Day (Orientation) on Tuesday, September 4, 1990.

**After Easter Sunday**

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# Appendix C3
PART-TIME CONTRACT OF EMPLOYMENT

1. Parties & Date. Effective on __________________________, the Governing Board of this School District and the above-named employee mutually agree and promise as follows:

2. Special Terms. The following special terms are subject to the other provisions of this part-time contract:

(a) Assignment: ____________________________________________________________________________________________

(b) Percentage of part-time: ________________________________________________________________________________

(c) Salary: $ ______________ per year. Class ______________ Step ______________

(d) Payable: ______________ installments of $ ______________ beginning __________________

(e) Period (term) of contract: ______________________

3. The Board hereby employs Employee as a certificated employee of the District under the terms stated above. The salary may be changed by mutual agreement during the term of this contract. This contract does not entitle the Employee to any specific position, work, or work schedule. Assignment within the Employee’s credential(s) is at the District’s discretion at all times.

4. The minimum of the equivalent of half-time service may be exceeded upon the mutual consent of the employee and the school district.

5. Employee and the district agree to contribute to the State Teachers Retirement System an amount equal to what would be contributed if employee was full-time. Credit for retirement allowance will be earned at the full-time rate.

6. Fringe Benefits: The employee shall receive health benefits in the same manner as a full-time employee.

7. At the end of the maximum 5 year part-time employment period the employee is required to submit a resignation. Resignation may occur before and end of the 5 year period. A part-time employment plan of less than 5 years, terminated by resignation, may be designed.

8. ARTICLE X, OF Agreement operable on March 9, 1977, Teacher Transfer, will not apply to participants in this program.

9. Salaries and preparation periods of secondary teachers will be based on the normal teaching load of a full-time teacher as follows:
Normal Length Student Day  
- 6 periods  
- 7 periods  

Pay Per Period  
- 1/5 full time rate  
- 1/6 full time rate  

10. This contract is subject to the laws of the State of California, to the rules and regulations of the State Board of Education and of this Governing Board, and to any amendments or modifications thereof during the term of this contract, all of which are by this reference made a part hereof as though fully set forth herein. 

11. Before rendering service hereunder, the Employee shall file with the District Superintendent a certificate evidencing freedom from active tuberculosis, as required by Ed. Code 41406. The Employee shall possess a valid California credential covering this assignment and have it on file in the Office of the Contra Costa County Superintendent of Schools, as required by law. 

12. Employee's salary shall be withheld until the Employee substantiates his/her training, experience and credentials, which substantiation must be received by the District within 30 days after the Employee's first day of employment under this contract. The District shall have an additional 30 days within which to review and verify the substantiating documents; however, it is the Employee's sole responsibility to supply the District with all documents and information necessary to account correctly for said training, experience and credentials, and Employee shall cooperate in furnishing to the District such additional information as it may request. 

MT. DIABLO UNIFIED SCHOOL DISTRICT  
BY: ______________________________________  
Secretary of the Governing Board  

ACCEPTANCE  
I accept this above offer of employment and all its terms and conditions.  

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

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

EDUCATION CODE 44842  
"If, without good cause, a permanent employee of a school district fails prior to July 1st of any school year to notify the governing board of the district of his intention to remain or not to remain in the service of the district, as the case may be, during the ensuing school year if a request to give such notice, including a copy of this section, shall have been personally served upon him, or mailed to him by United States certified mail with return receipt requested to his last known place of address, by the clerk or secretary of the governing board of the school district, not later than the preceding May 30th, he may be deemed to have declined employment and his services as an employee of the district may be terminated on June 30th of that year."
DISTRICT GUIDELINES FOR EVALUATION OF CERTIFICATED TEACHING PERSONNEL
IN RELATION TO PROGRAM

INITIAL CONFERENCE FORM

(PLAN A)
To be Completed prior to October 31

Evaluatee __________________________________Evaluator_________
School ____________________________________Position __________
Grade Level/Subject/Position ________________ School year __________
Number of years in Grade Level/Subject/Position __________________
Number of years in District __________________

SECTIONS I AND II APPLY TO EVALUATEE'S TOTAL ASSIGNMENT:

I. THE ELEMENTS THAT WILL BE INCLUDED IN THE EVALUATION AS STATED IN THE CONTRACTUAL AGREE­
MENT ARE:

A. Performance of duties and responsibilities as per the employee's job description
B. Establishment and maintenance of a suitable learning environ­
ment within the scope of the employee's responsibilities and to
the extent that the evaluatee is responsible
C. District, school, and/or individual goals. Selection of which goals
are appropriate shall be mutually agreed upon by the evaluator
and the evaluatee
D. Adherence to curricular objectives as adopted by the District
E. The number of students, other certificated personnel, and other
support personnel with whom contact is required by the job, along
with the amount of time required for such contact
F. The assistance provided to the evaluatee when there is an indica­
tion of need for the assistance
G. Where appropriate, the degree of support and encouragement
given to students by their parents
H. The present achievement level of students involved.
I. The instructional techniques and strategies used by the employee
J. Progress of students toward expected pupil achievement at each
grade level in each area of study as agreed upon by the evalua­
tor(s) and evaluatee

SECTION II MAY APPLY TO A LIMITED NUMBER OF CLASSES/AREAS OF EVALUATEE'S ASSIGNMENT:

II. STUDENT PROGRESS (No more than two classes/areas suggested in any one year):

A. The area(s)/class(es) that will be used to provide the evaluatee data for the final self evaluation

Revised 7/96

Appendix E
III. EVALUATIVE TECHNIQUES TO BE USED: (Check those to be used.)
(May be modified by mutual agreement during the course of the year.)

A. Evaluatee's Self-Evaluation in Relation to Agreements
   Listed on Initial Conference Form (required)

B. Techniques to Assess Student Progress (required)
   1. Work Samples
   2. Questionnaires/Interviews
      a. Students
      b. Parents
      c. Teachers
   3. Other (specify)

C. Formal Observations
   (See Contract Article XVI, Section 58 g and i.)

   | 24-Hour □ | 24-Hour □ |
   | Notice    | Notice    |
   | Type: Evaluatee Requested | Evaluator Requested | Unscheduled | COMMENTS |
   | Number: From - To | From - To | From - To |

   1. Principal
   2. Vice Principal
   3. Head Counselor
   4. Department Chairperson
   5. Program Administrator
   6. Curriculum Specialist
   7. Program Specialist
   8. Other (Specify)

D. Evaluatee-requested Team
E. Evaluator-requested Team
F. Additional Evaluation Techniques (optional)
   (Specify):
   1. 
   2. 

The evaluatee has received in written form the applicable elements of the evaluation listed in Section 1.

Signatures:
Evaluatee
Evaluator
Chairperson if Team is Used

Date

Appendix E (cont.)
MT. DIABLO UNIFIED SCHOOL DISTRICT

DISTRICT GUIDELINES FOR EVALUATION OF CERTIFICATED TEACHING PERSONNEL IN RELATION TO PROGRAM

CLASSROOM OBSERVATION FORM

(PLAN A)

<table>
<thead>
<tr>
<th>Evaluatee: _______________________________</th>
<th>Name of Observer: _______________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>School: _________________________________</td>
<td>Position: ________________________________________</td>
</tr>
<tr>
<td>Date of observation: _____________________</td>
<td>(Note to Observer: A conference must be held with the evaluative observed within five academic days after observation.)</td>
</tr>
<tr>
<td>Students observed: ________________________</td>
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<tr>
<td>Subject (class) being taught: ____________</td>
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<tr>
<td>Duration of observation: _________________</td>
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I. The nature of the activities observed (e.g., discussion, lecture, testing, individual study, working on projects, use of materials):
II. Conference notations:
   A. Date of post-observation conference __________________
   B. Points discussed:

III. Observer’s comments/conclusions including points discussed:

IV. Evaluatee’s comments:

Signatures: ___________________________ Observer

______________________________ Evalutee

The evaluatee's signature does not constitute agreement with the observer's conclusions but is a recognition that discussion has taken place and that the evaluatee has been given the opportunity to enter comments.

Revised 7/86
MT. DIABLO UNIFIED SCHOOL DISTRICT
DISTRICT GUIDELINES FOR EVALUATION OF CERTIFICATED TEACHING PERSONNEL
IN RELATION TO PROGRAM

EVALUATEE'S SELF-EVALUATION
(PLAN A)
In Relation to Agreements Listed on Initial Conference Form

A copy of this form is to be completed by the evaluatee prior to the Interim (if held) and Final Evaluation conferences. It is to be brought to each conference, discussed and returned to the evaluatee at the end of the conference.

A. After reviewing the elements included on the Initial Conference Form, make a statement concerning the extent to which these goals, and/or objectives are being/have been attained. Support your statements with examples where applicable. Include your assessment of student progress.

B. List any suggestions for further attainment of goals and/or objectives.
MT. DIABLO UNIFIED SCHOOL DISTRICT

DISTRICT GUIDELINES FOR EVALUATION OF CERTIFICATED TEACHING PERSONNEL
IN RELATION TO PROGRAM

INTERIM EVALUATION FORM
(PLAN A)

Evaluatee _______________________________________ Evaluator ________________________________

School __________________________________________ Position ____________________________

Grade Level/Subject/Position _______________________ Evaluation Period: From ____________ To ____________

Number of Years in Grade Level/Subject/Position ________

Number of Years in District __________________________

I. Evaluation based on agreements listed on the Initial Conference Form.
DISTRICT GUIDELINES FOR EVALUATION OF CERTIFICATED TEACHING PERSONNEL
IN RELATION TO PROGRAM

INTERIM EVALUATION FORM PLAN A (Cont.)

Evaluatee______________________________________ Evaluator______________________________________

II. Suggestions and means to help the evaluatee further achieve agreed-upon goals and/or objectives.

III. Evaluatee's Comments:

Signature(s) of Evaluator(s): 1. ______________________________ 4. ______________________________
2. ______________________________ 5. ______________________________
3. ______________________________ 6. ______________________________

__________________________________________
Date

Signature of Evaluatee: ______________________________

THIS FORM SHALL BE SIGNED IN THE PRESENCE OF EVALUATOR(S) AND EVALUATEE.

The evaluatee's signature does not indicate evaluatee's agreement with the written evaluation, but indicates that evaluatee has read it and has had the opportunity to respond in writing. If the evaluatee submits a written response, it shall become a permanent part of all copies of the evaluation report.

Revised 7/86

Appendix E (cont.)
MT. DIABLO UNIFIED SCHOOL DISTRICT

DISTRICT GUIDELINES FOR EVALUATION OF CERTIFICATED TEACHING PERSONNEL
IN RELATION TO PROGRAM

FINAL EVALUATION FORM
(PLAN A)

To be completed for all evaluatees no later than 60 days prior to the end of the academic school year. (Follow Ed. Code 44949 when reemployment is in doubt.

Evaluatee ___________________________ Evaluator ___________________________
Social Security Number ___________________________ Position ___________________________
School(s) Served ___________________________ School year ___________________________
Grade Level/Subject/Position __________________________________________
Number of years in Grade Level/Subject/Position ______
Number of years in District ___________________________

I. Evaluation based on elements listed on the Initial Conference Form.

Appendix E (cont.)
III. Number of knowledgeable persons (including students) involved; please list by group/title; e.g., evaluatee, parents, principal, students, with number of each involved.

Signature(s) of Evaluator(s): 1. 4. 
2. 5. 
3. 6. 

Signature of Evaluatee: 

Date

THIS FORM SHALL BE SIGNED IN THE PRESENCE OF EVALUATOR(S) AND EVALUATEE. The evaluatee's signature does not indicate evaluatee's agreement with the written evaluation, but indicates that evaluatee has read it and has had the opportunity to respond in writing. If the evaluatee submits a written response, it shall become a permanent part of all copies of the evaluation report.

Revised 7/86
MT. DIABLO UNIFIED SCHOOL DISTRICT

DISTRICT GUIDELINES FOR EVALUATION OF CERTIFICATED TEACHING PERSONNEL
IN RELATION TO PROGRAM

INITIAL CONFERENCE FORM
(PLAN B)
Permanent Employees only
To be completed by October 31

Evaluatee __________________________________ Evaluator ____________________________________________
School _____________________________________ Position ____________________________________________
Grade Level/Subject/Position __________________ School Year ______________________________________
Number of years in Grade Level/Subject/Position __________________
Number of years in District ____________________

I. THE ELEMENTS THAT WILL BE INCLUDED IN THE EVALUATION AS STATED IN THE CONTRACTUAL AGREEMENT ARE:
   A. Performance of duties and responsibilities as per the employee's job description.
   B. Establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities and to the extent that the evaluatee is responsible.
   C. District, school, and/or individual goals. Selection of which goals are appropriate shall be mutually agreed upon by the evaluator and the evaluatee.
   D. Adherence to curricular objectives as adopted by the District.
   E. The number of students, other certificated personnel, and other support personnel with whom contact is required by the job, along with the amount of time required for such contact.
   F. The assistance provided to the evaluatee when there is an indication of need for the assistance.
   G. Where appropriate, the degree of support and encouragement given to students by their parents.
   H. The present achievement level of students involved.
   I. The instructional techniques and strategies used by the employee.
   J. Progress of students toward expected pupil achievement at each grade level in each area of study as agreed upon by the evaluator(s) and evaluatee.

The area(s)/class(es) that will be used to provide the evaluatee data for the final self evaluation.

II. Signatures: Evaluator(s): 1. ______________________________ 2. ______________________________

Evaluatee: ______________________________

Date ______________________________

Note: This form may be revised during the course of the school year.

Revised 7/86

Appendix E (cont.)
A copy of this form is to be completed by the evaluatee prior to the Final Evaluation Conference. It is to be brought to the
conference, discussed and returned to the evaluatee at the end of the conference.

A. After reviewing the elements included on the Initial Conference Form, make a statement concerning the extent to which
these plan(s)/goal(s)/objective(s) are being/have been attained. Support your statements with evidence where appli-
cable.

B. List any suggestions for further attainment of plan(s)/goal(s)/objective(s).
MT. DIABLO UNIFIED SCHOOL DISTRICT
DISTRICT GUIDELINES FOR EVALUATION OF CERTIFICATED TEACHING PERSONNEL
IN RELATION TO PROGRAM

FINAL EVALUATION FORM
(PLAN B)

Evaluatee _______________________________________ Evaluator ________________________________________
Social Security Number ____________________________ Position ____________________________________________
School(s) Served __________________________________ School Year ______________________________________
Grade Level/Subject/Position _______________________
Number of years in Grade Level/Subject/Position _____
Number of years in District _________________________

Comment briefly on evaluatee's performance in the following areas:
1. Evidence of attainment of (or progress toward attainment of) plan(s)/goal(s)/objective(s) as stated on the Initial Conference Form

Evaluatee’s Comments

Signature of Evaluator(s) _______________________________ 1 _______________________________ 1 _______________________________
Date ____________________

Signature of Evaluatee _________________________________
Date ____________________

The evaluatee’s signature does not indicate evaluatee’s agreement with the written evaluation but indicates that evaluatee has read it and has had the opportunity to respond in writing. If the evaluatee submits a written response it shall become a permanent part of all copies of the evaluation report.

Appendix E (cont.)
MT. DIABLO UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM

FORMAL GRIEVANCE - STEP 1

Grievant's name: ___________________________ Date: ________________________

(To be given to Supervisor on this date)

School/Department __________________________ Position/Title __________________________

Supervisor Name and Title __________________________

Date Grievance occurred: __________________________

Provision of contract violated:

Article #(#)(s): __________________________ Article title(s): __________________________

Section #(#)(s): __________________________ Section title(s): __________________________

Informal discussion(s):

Date(s): __________________________

MDEA Representative: __________________________

Statement of Grievance issue(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Remedy(s) sought:

________________________________________________________________________

________________________________________________________________________

Initiated by: __________________________ (Signature of Grievant) Date: __________________________

Represented by: __________________________ Date: __________________________

*Immediate Supervisor: Upon completion of this section, disperse immediately as follows:

<table>
<thead>
<tr>
<th>Color</th>
<th>Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>Personnel Services Director</td>
</tr>
<tr>
<td>Canary</td>
<td>Immediate Supervisor</td>
</tr>
<tr>
<td>Pink</td>
<td>MDEA</td>
</tr>
<tr>
<td>Goldenrod</td>
<td>Grievant</td>
</tr>
</tbody>
</table>

Appendix F
MT. DIABLO UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM

FORMAL GRIEVANCE - STEP 1

IMMEDIATE SUPERVISOR’S RESPONSE

Within 10 work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

Grievant’s Name ____________________________

School/Department ____________________________

Statement of response: _____________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

(Signature of Immediate Supervisor) Date: ____________________________

*Immediate Supervisor: Upon completion of this section, disperse immediately as follows:

White - Personnel Services Director
Blue - Immediate Supervisor
Green - MDEA
Canary - Grievant (For file)
Pink - Grievant (Complete below and send to Personnel Services Director)
Golden - Grievant (Complete below and send to MDEA)

☐ I accept this decision. ☐ I appeal this decision.

________________________________________   ______________________________________
Signature of Grievant                       Date:

Appendix F (cont.)
MEMORANDUM OF UNDERSTANDING

Faculty Advisory Council

The parties agree to the following in the interest of fostering both good communication and mutual efforts aimed at enhancing the common good of the school or program:

When the majority of the unit members at a site or in a program elect to form a Faculty Advisory Council, representatives shall be elected by a majority of the unit members at said site or program. The principal/administrator shall meet with such representatives about all appropriate matters which the Faculty Advisory Council proposes.

The agenda for the above mentioned meeting shall be provided to the principal/administrator at least one (1) day before each scheduled meeting. The principal/administrator will be permitted to place items on the agenda of such a meeting.

MEMORANDUM OF UNDERSTANDING

Temporary Teachers

The parties agree to the following procedures for assignment of temporary teachers:

The District shall attempt to place temporary teachers in their previous position, subject to the approval of the principal or program administrator, whenever that position is not filled under the provisions of Article XXII Leaves of Absence or Section 35, Voluntary Transfer by a permanent or probationary District unit member.

Appendix G
MEMORANDUM OF UNDERSTANDING

Staff Development Council

The Mt. Diablo Education Association/CTA/NEA and the District agree to the establishment of a Staff Development Council for the purpose of providing input for the District Staff Development Program when monies exist for such a program.

Council Membership

The council shall be composed of elected representatives from each site/program, the Director of Instruction and principal from each level.

Election of Council Members

a. No later than February 1 of each academic year, the principal/program administrator shall announce the date of election of the Staff Development Council representative for the subsequent year. He/she will develop with his/her staff, the manner by which unit members may make nominations, including self-nominations, for election to this council and the date on which the election shall be conducted.

b. Council members and an alternate from each site shall be elected no later than March 1 of each academic year. The election shall be by secret ballot.

c. Council members shall be elected annually at each site/program. There shall be no limit to the number of terms an individual may serve on the council, provided he/she is elected annually by secret ballot as set forth in this section.

Purpose of Council

Members of the council will survey their site/program membership regarding the Staff Development Program. The Council will meet at least twice annually for the following purposes:

1. To annually elect a Staff Development Steering Committee
2. To articulate site-level needs and desires for staff development
3. To develop recommendations for Staff Development Program goals
4. To provide feedback regarding Staff Development Programs

Appendix H
Steering Committee

The Steering Committee shall consist of three (3) elementary members, two (2) intermediate/middle, two (2) high school members, and two (2) administrator members of the Council elected by the Staff Development Council and the Director of Instruction.

Responsibilities

The Steering Committee will meet as needed to develop an annual report for presentation to the Staff Development Council and to the Board of Education. The report shall be represented in writing.

The purpose of the report shall be to provide recommendations regarding the annual Staff Development Program based on the goals of the Staff Development Council.

The report shall also include recommendations to the parties regarding the future process by which unit member input into the District Staff Development Program may be achieved.
MEMORANDUM OF UNDERSTANDING

Service Credit for New Hires

The parties agree that in accord with E.C. §45028 as amended by AB 3403 unit members employed for the 1989-90 school year will receive up to six (6) years of credit for prior years of experience. Credit for prior years of experience for new hires will be increased annually up to a maximum of nine (9) years of credit.

MEMORANDUM OF UNDERSTANDING

Academic Freedom

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

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

MEMORANDUM OF UNDERSTANDING

Elementary Preparation Time

Special day class teachers located at regular elementary schools or special education centers who do not currently have one hundred eighty (180) minutes of non-student time every two (2) weeks will be provided with this release time. The one hundred eighty (180) minutes of non-student time to be provided under section 53, subsection e does not include those non-student minutes already set forth in section 46.
Assistant Superintendent of Administrative and Personnel
Civil Service Department
1936 Carlotta Drive
Concord, Ca. 94519

We have in our file of collective bargaining agreements a copy of your agreement(s):

Mt Diablo Calif Unified School District Teachers
WITH EDUCATION ASSOCIATION; NATIONAL
CALIFORNIA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved

2. Number and location of establishments covered by agreement

3. Product, service, or type of business

4. If your agreement has been extended, indicate new expiration date

Gloria Mikuls, Human Resources Director
1936 Carlotta Drive, Concord, CA 94518

Area Code/Telephone Number

City/State/ZIP Code

BLS 2452 (Rev. August 1984)