
**Location**
Contra Costa Co., CA

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7-1-1988

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

**Union**
Mt. Diablo Education Association

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61

**Sector**
Local government

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**Comments**
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ERRATA SHEET

Corrections to:

CONTRACTUAL AGREEMENT

between

Mt. Diablo Unified School District

and

MDEA/CTA/NEA

July 1, 1988 through June 30, 1991
ARTICLE V
ORGANIZATIONAL SECURITY

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.

Add paragraph:

The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 1 shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE X
TRANSFER

35. Voluntary Transfers

Title change:

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

**Title change:**

j. Counselors, nurses, ESL teachers, elementary music teachers, WEE 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.

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.

Add paragraph:

(a) Such consolidation may be accomplished among classes serving similar student needs at one site or,

Missed number:

37. **Procedures for Involuntary Transfer**

**ARTICLE XI**

**CLASS SIZE**

41. **Class Size**

**Word change:**

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

JOB SHARE PROGRAM

45. Job Sharing

Title change:

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

Number change:

53. Preparation Period

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 §91 s.

ARTICLE XXII

LEAVES OF ABSENCE

91. General Policies Governing Leaves of Absence

Title change:

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 Director of Personnel Services/Designee a unit member may be granted such leave requested after April 15 or December 15. Once requested the leave must be taken unless otherwise agreed by the unit member and the District.
110. General Leaves

Title change:

A request by the unit member to be absent from regular duties for reasons other than those covered by this Agreement may be granted at the discretion of the Director of Personnel Services/Designee 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.

ARTICLE XXV

RETIREMENT PLANS

124. Post-Retirement Contract for Service

c. Implementation

Wording change:

(3) The retiring employee shall be between the ages of fifty-five (55) and sixty-five (65).

ARTICLE XXVI

CLASSROOM TEACHER INSTRUCTION IMPROVEMENT PROGRAM

127. Definitions

Title change:

e. WEE staff

128. Grant Review Committee

Correct number:

f. The grant review committees will be elected for one (1) two-year term. The election for the committees shall be no later than October 15 of the year they will begin service.
ARTICLE XXVII
MENTOR TEACHER PROGRAM

132. Preamble

Spelling correction:

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:

133. Definitions

Title change:

e. WEE Staff

136. Mentor Teacher Services

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

Spelling correction:

(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.

ARTICLE XXX
EFFECTS OF LAYOFF

Word change:

148. Offers of Reemployment

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