7-1-1988


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**Location**
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**Effective Date**
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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ADDENDUM

to

CONTRACTUAL AGREEMENT

between

Mt. Diablo Unified School District

and

MDEA/CTA/NEA

July 1, 1988 through June 30, 1991

June, 1990
ARTICLE X
TRANSFER

34. Summary of Dates

Date changes (10/25/89):

The following dates summarize agreements outlined in this article:

October 15 Deadline: Special education involuntary transfer caused by interdistrict transfer of students
March 1 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 1 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 1 Deadline: For voluntary transfer when involuntary transferees are still unplaced
June 1: List of available openings to unassigned involuntary transferees
June 8: Rankings of openings due from involuntary transferees
June 8: Involuntary transferees begin interviews for available openings
June 10 Deadline: Notification of transfer to fill a program need
June 10: Qualified unit member’s rights to voluntary transfers to vacancies expire
June 12 Deadline: Filing for Voluntary Transfer Interest Form
June 15: Window period for exchange transfers closes
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

New Language (10/25/89):

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 1. The deadline for voluntary transfer requests shall be 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 shall repost a position if it is not filled during the initial posting.

Date change (10/25/89):

i. Until June 10, 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.
New language (10/19/87):

k. Notwithstanding any other provision of Section 32, unit members may be considered for vacancies which occur after the final posting on June 10 and before July 1, provided they complete and file in the Personnel Services Office a Voluntary Transfer Interest Form no later than June 12. Unit members shall identify special interest in subject area(s) and/or elementary grade span and school or site on the District provided form.

In addition, members filing the Voluntary Transfer Interest Form must provide mailing addresses for the period of June 10 through July 10.

Members who have filed in accord with this section shall be notified by mail of appropriate vacancies. It shall be the responsibility of the unit member to call the Personnel Services Office within seven (7) calendar days from the date of the letter if they wish to be considered. In order to be guaranteed an interview, unit members shall make themselves available for the interview at the scheduled time.

Subsections d, e and i of Section 36 do not apply to subsection k.

37. Procedures for Involuntary Transfer

Date changes (10/25/89):

d. If it appears on June 1 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 1 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 8.

f. Commencing June 8 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.
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.

ARTICLE XI

CLASS SIZE

41. Class Size

New language (10/25/89):

In assigning students to classes, the following guidelines will be observed:

<table>
<thead>
<tr>
<th>Critical Class Size</th>
<th>Maximum Class Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>K</td>
<td>29</td>
</tr>
<tr>
<td>1</td>
<td>28</td>
</tr>
<tr>
<td>2-3</td>
<td>28</td>
</tr>
<tr>
<td>K-3 Combination</td>
<td>28</td>
</tr>
<tr>
<td>4-5 (6)</td>
<td>30</td>
</tr>
<tr>
<td>4-6 Combination</td>
<td>28</td>
</tr>
<tr>
<td>(6) 7-12</td>
<td>33</td>
</tr>
<tr>
<td>English</td>
<td>31</td>
</tr>
<tr>
<td>Physical Education</td>
<td>40</td>
</tr>
<tr>
<td>Choral and Instrumental Music</td>
<td>40</td>
</tr>
</tbody>
</table>

At middle schools where core classes include English, the English class size maximum shall be used.

42. Class Size and Caseloads for Special Education

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

New language (10/25/89):

A committee shall be established by the District and MDEA to explore issues related to special education class sizes.
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.

New language (10/25/89):

Commencing in the 1990-91 school year, two (2) days shall be permitted to be used for site planning in accordance with the School Based Coordination Act of 1981.

Commencing with the 1991-92 school year, an additional two (2) work days shall be used to plan school wide, grade level, department, and/or individual projects or activities relating to the improvement of educational programs or instruction based upon established district goals and a school site needs assessment.

Site plans regarding the use of these days shall be developed as follows:

a. A site planning committee shall be established composed of the staff development council representative, the MDEA site representative, and the principal. The committee may decide to enlarge its membership.

b. No later than March 1 of each school year the committee shall conduct a school site needs assessment which shall include input from all site unit members and administrators.

c. The committee shall develop an educational improvement program(s) or activities based upon the needs assessment. Prior to the implementation of these programs or activities, faculty input shall be solicited by the committee.

d. A unit member assigned to more than one (1) site shall attend a site planning activity most appropriate to his/her professional needs and goals. The decision to attend a particular site planning activity shall be made in consultation with his/her supervisors.
e. Educational programs or instruction may be developed for unit members assigned to special programs in accordance with procedures similar to those set forth above.

ARTICLE XIV

HOURS

46. Site Time

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.

New language (10/25/89):

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 180 minutes of preparation time in every two week period. Preparation periods shall be in increments of no less than thirty (30) minutes. 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.

ARTICLE XVI

EVALUATION

62. PLAN A

n. Forms

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

New language (10/25/89):

A committee composed of three (3) members appointed by MDEA and three (3) members appointed by the District shall review the current evaluation form. A committee report shall be completed by April 1, 1990 and submitted to MDEA and the District.
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.

New language (10/25/89):

The 1989-90 (current) salary schedule shall be increased by 6.5% retroactive to July 1, 1989. (Also see ninety-eight reopeners.)

Commencing in the 1991-92 school year, the work year shall be increased by two (2) additional days to be used by each site for planning. Staff at each site shall assist in the planning for those two (2) days. The 1989-90 (current) salary schedule shall be increased by 1.6% retroactive to July 1, 1989.
73. **Hourly Compensation**

New language (10/25/89):

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 seventeen dollars ($17.00), and as Summer School Teachers shall receive seventeen dollars ($17.00) per hour for each additional hour computed to the nearest quarter hour. This section shall become effective upon ratification of the Agreement.

**ARTICLE XX**

**EMPLOYEE BENEFITS**

78. **Employee Benefits**

New language (10/25/89):

c. **Vision Care**

Effective January 1, 1990, the District shall provide unit members full family vision coverage under Vision Services Plan A composite rate with a fifteen dollar ($15.00) deductible.