Mt. Diablo Unified School District Board of Education and Mt.
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National Education Association (1985)
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Comments
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CONTRACTUAL AGREEMENT

JULY 1, 1985 through JUNE 30, 1988

between

MT. DIABLO UNIFIED SCHOOL DISTRICT

and

MDEA/CTA/NEA

Mt. Diablo Education Association
California Teachers Association
National Education Association

6/88
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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 Educational 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 and 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 teacher’s 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

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, 1985 through expiration of this 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, 1985 through expiration of this 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, non-labor-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 agrees to indemnify, reimburse reasonable attorney’s fees and hold harmless the District, its officers and agents, from claims made of any nature and from any law suit instituted against or by the District in respect to the deductions herein required or any actions challenging enforcement of these provisions. The District shall confer in good faith with Association attorneys concerning which matters shall be compromised, resisted, defended, tried or appealed.
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, 1988.

14. Successor Agreement
The Association shall present its proposals for a Successor Agreement no later than March 11, 1988. The District shall present its proposals for a successor agreement no later than April 22, 1988, or six (6) weeks from the Association’s presentation of its proposals, whichever is earlier.

15. **Reopeners**

By mutual consent of both parties, which shall be set forth in writing, any provision of this Agreement may be renegotiated at any time. The Association shall present its proposals on the following for the years 1986-87 and 1987-88 prior to May 1. The District shall give its initial responses no later than six (6) weeks from such presentation.

- a. Salaries.
- b. Calendar for the 1987-88 school year.
- c. 1986-87: Two additional articles selected by each of the parties.
  
  1987-88: One additional article selected by each of the parties.
- d. Hours (additional instructional minutes SB 813) for 1986-87.

**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. **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.

18. **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.

19. **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, whether grievants, representatives, or witnesses, unless otherwise approved by the District. That approval shall not be unreasonably withheld. Any step of the procedure may be waived by the parties. A grievance may be withdrawn at any step.

20. **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.
21. **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.

22. **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 a form prescribed by the District and approved by the Association 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.

23. **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.

24. **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.

25. **Modification**

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

26. **Cost**

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

27. **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.

28. **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.

29. **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.

30. 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


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 §31 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 Teacher’s 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 §33 b (4) or (5).

e. Unit members involuntarily transferred or reassigned, as des­cribed in §31 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 §31 h, shall receive, upon request, assistance in mov-
ing 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 §33 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.

32. 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 §32 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 advance in writing 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 subject area of interest. This form will be placed in the District 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 examination, 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 applicant 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 agreement 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.

33. 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 §33 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 §33 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 §33 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 certificated 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 §33 b (4) and without regard to §33 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.

      (a) Such consolidation may be accomplished among classes serving similar student needs at one site or,
(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 33 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 §33. 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 §33 c be transferred involuntarily between April 15 and the close of school in June.

34. 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 §33, 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 Division 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 Division 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 §33 e. and f., may be deemed by management to have waived his/her right to participation in that process.

h. Unit members who have met their responsibilities under §33 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 §33 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 §33 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 §33 c. shall apply. If the position is elected on a temporary basis then the unit member’s right to the protection afforded by §33 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 §32 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 §34 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 §34 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 §33 c. shall begin with acceptance of the permanent position.

35. **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 §34 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.

36. **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.

37. **Opening 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 §32 e. shall be applicable.

**ARTICLE XI**

**CLASS SIZE**

38. **Class Size**

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

<table>
<thead>
<tr>
<th>Class Type</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>4-6</td>
<td>30</td>
<td>34</td>
</tr>
<tr>
<td>4-6 Combination</td>
<td>28</td>
<td>31</td>
</tr>
<tr>
<td>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>

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 at the commencement of the year, the principal shall consider with the faculty what alternatives may be available to avoid exceeding of maximum class size. Such alternatives shall be in writing.

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:

   Science                                Homemaking
   Business                               Art
   Industrial Arts                        Driver Simulators

   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 within grade levels/departments.

ARTICLE XII

WORK YEAR

39. 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.

40. Dates of Work Year

The work year referred to in §39 above shall be specified in the school calendar appearing in Appendix D.

ARTICLE XIII

PART-TIME EMPLOYMENT

41. Part-time Employment Leading to Retirement

A program designed to allow unit members 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. 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.

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

d. The number of unit members eligible to enter this plan is twenty (20).

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

f. 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.

g. 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.

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

i. 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>

j. Salaries of secondary counselors, librarians 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>

42. **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 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

43. 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:

405 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.

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.

44. 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. IEP

d. SST

Such duties may not be assigned on Saturdays or Sundays or in the evening except as described in §45.

45. 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 eighteen dollars ($18.00) 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

46. 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.

47. **Faculty Meeting Agenda**

An Agenda for faculty meetings shall be provided to unit members at least one (1) day before each scheduled meeting insofar as practical. Unit members will be permitted to place items on the agenda of such a meeting.

48. **Lunch Period**

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

49. **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 relief periods can be combined to create a longer relief.

   b. For grades 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.

50. **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 §85 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.

ARTICLE XV

SAFETY

51. 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.

52. 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.

53. 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.

54. 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.

55. 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 a written copy of the Student Conduct and Discipline Policy which provides a description of the rights and duties of all students, parents, administrators and unit members. By June 1, 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 faculty member a written copy of the school procedures for student discipline. 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.

56. **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.

57. **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.

**ARTICLE XVI**

**EVALUATION**

58. **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 §58 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 §58 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 subsection 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 princi-
pal/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 §58 e. (3) or student assessment areas and techniques developed as per §58 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.

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 §58 e., types of required evaluation in §58 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 §58 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 Certificated Personnel Director 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 Certificated Personnel Director, 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 Certificated Personnel Director.
2. Two (2) members shall be chosen by the evaluatee which 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 Certificated Personnel Director 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 Certificated Personnel Director 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.
59. **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 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 A 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 §58 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 §58 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/Ob-
   jectives Form, the parties shall revert to Plan A evaluation and
   invoke the Resolution of Disagreement/Impasse Procedures
   described in §58 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 mu-
   tually 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 Confer-
       ence 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 judgements 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.

60. 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>Announcement</th>
<th>Fifth day after assignment begins.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>Within first two (2) weeks after assignment begins.</td>
</tr>
</tbody>
</table>

Special Timelines
Team Evaluation Not applicable for temporary employees. Job sharers must request within first two (2) weeks after assignment begins.

Initial Conference Complete prior to thirty (30) days after assignment begins.

Interim Evaluation Temporary employees hired prior to December 1, if requested at initial conference.

One-semester job sharers: Final evaluation only.

Final Evaluation Two (2) weeks prior to end of last semester of employment for the year.

ARTICLE XVII

PERSONNEL FILES

61. 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.

62. 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 request, negative or derogatory material in a unit member's personnel file shall be destroyed after remaining in the file for a period of four (4) years.

d. 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.

63. 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

64. Increase

The parties agree that for the 1985-86 school year the Teacher's Salary Schedule contained in the aforementioned Contract shall be
increased, effective July 1, 1985, by five percent (5%) and the salary schedule shall further be increased, effective January 1, 1986, by five and a half percent (5.5%).

65. Regulations

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

66. 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), §39 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), §39. A unit member who serves full time for one (1) semester shall receive no less than one-half annual salary.

67. 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 day of each month. 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 work day of October (for work in September) and ending on the first work day of July (for work in June).

68. 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.

69. **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 thirteen dollars ($13.00) 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. Effective July 1, 1985, 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 fifteen dollars ($15.00), and as Summer School Teachers shall receive fourteen dollars ($14.00) per hour for each additional hour computed to the nearest quarter hour.

**ARTICLE XIX**

**PAYMENT FOR NONTEACHING DUTIES**

70. **Activity Supervision**

At the high school, intermediate and elementary school levels, the District will pay eighteen dollars ($18.00) per unit member assigned for activity supervision including but not limited to the following:
High School

a. Athletic Events
b. Dances
c. Music Presentations
d. Drama Presentations

Intermediate School

e. Dances
f. Music Presentations
g. Carnivals/Fairs

Elementary Schools

h. Carnivals/Fairs
i. Music Presentations

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 school and sixteen (16) assignments per elementary school. The unit members assigned shall be selected by the principal from among volunteers.

71. Outdoor Education Programs

a. Unit members participating in District-approved outdoor/environmental education programs shall earn one-half (1/2) 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 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

72. Employee Benefits

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

(1) Composition

Equal numbers of MDEA unit members and District representatives.

(2) Operation

(a) MDEA representation exercises one vote in all decision making. District representation exercises one 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 recommendations for disposition of any surpluses determined to exist within the self-funded portion of the Blue Cross 365 Plan. These recommendations shall, thereafter, be subject to negotiations.

(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 MDEA and the District.

b. The District shall provide full dental coverage (under CDS) 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) Blue Cross 365 Plan.
(2) Blue Cross Take Care Plan B with Prescription Drugs.
(3) HEALS Basic with Prescription Drugs.
(4) Lifeguard with Prescription Drugs.
(5) IPM including Prescription Drugs.
(6) Contra Costa Health Plan.
(7) 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 CDS. Unit members selecting a health plan which would cost higher than Kaiser K-3 (family plan) agree to pay the difference through payroll deduction.

73. 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.

74. 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.

75. 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.

76. 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.

77. Duration of Benefits

a. The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a unit member's employment terminate involuntarily, excluding dismissal for cause, he/she shall be entitled to continued coverage under the hospital, medical, dental and prescription drug plans for a period not to exceed six (6) months. Such unit member shall pay the premium for the continued coverage.

b. Should a unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such unit member shall be entitled to continued coverage on a month-to-month basis as provided in §76. c.

78. 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 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.

79. **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**

80. **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 ($0.20 beginning July 1, 1982) adjusted annually on July 1 to correspond to the rate allowed without itemization by IRS. 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.

81. **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.

82. **Limitations**

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

83. **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**

84. **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

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 76 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

85. 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 preced­
ing 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 proba­
tionary 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 Certificated Personnel Director 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 Certificated Personnel Director 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 Certificated Personnel Director, 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 substitute. Nothing in this provision shall prevent any unit member from volunteering to cover an assignment of another unit member.

t. The District shall make effort to find qualified substitutes for nurses.

86. 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 §95 (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.

87. Industrial Accident

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.
I. 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.

88. 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.

89. 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. Paternity - Day of birth of a male unit member’s child and the day the mother and/or child leave the hospital.

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.

90. 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.
91. **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.

92. **Personal Business**

Annually, a unit member may use one (1) day of sick leave for personal 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.

93. **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.

94. **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, Certificated Personnel Director, 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.

95. Association Business

The Association may designate officers 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.

96. 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.
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.

97. **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.

98. **Opportunity**

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

99. **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.

100. **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 §85 h.

101. **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.

102. **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.

103. **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.

104. **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 §76. 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.

**ARTICLE XXIII**

**SPECIAL EDUCATION**

105. **Class Size and Case Loads 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.

No Special Day Class teacher shall be assigned any student whose handicaps require instructional services, as determined by the IEP team, other than those for which the unit member is credentialed and qualified through training or experience to provide.
b. Resource Specialists shall have an average case load of twenty-four (24), and a maximum case load of twenty-eight (28).

c. Speech Therapists shall have a case load maximum of fifty-five (55).

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

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

106. **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 Education Code §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 Contract.

c. Coordination

Implementation of an IEP 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 IEP team.
Meetings for the preparation or review of any IEP, or revision of IEP, shall be held at a time mutually agreed upon by the required IEP team members. Effort will be made to schedule such meetings during the regular work day of unit members.

108. **Aide Services to Special Education Teachers**

a. Each Resource Specialist with a caseload, as defined in §105. Class Size and Case Loads for Special Education, at more than one (1) site shall be allocated aide 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 aide(s) shall, at his/her request, insofar as is practicable, participate in an advisory capacity with the appropriate administrator in the selection of the aide(s) to serve in said unit member’s class.

c. Special Education teachers shall be responsible for providing leadership and direction to aides 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 aide may submit annually a written assessment of aide 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 aide shall be at the discretion of the supervising administrator.

109. **Extended Year Program**

a. Effective July 1, 1985, unit members employed full time in Extended Year Summer Program for Special Education shall be paid a salary based upon an hourly rate of fourteen dollars ($14.00).

b. Anticipated extended year summer school vacancies shall be posted at each school no later than April 1.

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

110. 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.

111. TSA Vacancies

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

ARTICLE XXV

EARLY RETIREMENT PLANS

112. Available Plans

The following Early-Out Retirement Plans shall be available for all unit members upon retirement:
a. Early-Out Plan (Ed. Code 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 (Ed. Code 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).

c. Selective Plan (Ed. Code 24213):

This program is offered for employees fifty-eight to sixty (58-60) years of age with thirty plus (30+) years of service. The District will pay STRS the present value cost of the increased allowance payable to the employee.

113. 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 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).

114. 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).

115. Post-Retirement Contract for Service:

This program provides for payment of retirees aged 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 MDEA 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 per cent (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 partic-
ipants, the Exclusive Bargaining Agent, bargaining unit
members, or by management but are subject, individu-
ally, to approval by the committee described in §115 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 agree-
ment. Such evaluations shall not be arbitrary or capri-
cious and shall give specific reasons for any unsatisfac-
tory 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 (EAS, SAT)

(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 Duty Aide Handbook, Learning Center Instructional Aide 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
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.

116. **Savings Clause**

In the event that legislative authorization for any of the Early Out Retirement Plans described in §112, 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**

117. 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.

118. **Definitions**

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

a. Counselors

b. Nurses
c. Teachers on special assignment who do not spend 60% or more of their time in direct instruction of students.

d. Audiologists

e. OWE staff

Effective for the 1986-87 school year, a classroom teacher for the purposes of this program, shall be defined as including all full-time members of the MDEA bargaining unit, excluding a. through e. above.

119. Grant Review Committee

a. There shall be three grant review committees, one 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. 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 school level shall be considered by the combined committees.
f. The grant review committees will be elected for one two-year term. Effective for the 1986-87 school year, 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. Effective for the 1986-87 school year, 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.

120. 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 §85 s. of this contractual 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 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.

121. 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.
122. 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 projects 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 ________

Education Code, § 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

123. 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.

124. Definitions

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

a. Counselors
b. Nurses
c. Teachers on special assignment who do not spend 60% or more of their time in direct instruction of students.
d. Audiologists
e. OWE Staff

125. 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 three (3) classroom teachers and two (2) administrators. 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. In its deliberation, the selection committee shall meet during regular site time as set forth elsewhere in this Agreement. Among other methods of arriving at its determination, members of the selection committee shall be additionally provided release time for classroom observation of applicants for the Mentor Program.

c. Selection committee membership shall be determined no later than April 1 of each year and the committees shall submit their recommendations to the Board of Education at its last regular meeting in May.

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

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

(1) The statutory criteria for qualifications.

(a) Is a credentialed classroom teacher with permanent status.

(b) Has substantial recent experience in classroom instruction.

(c) Has 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 of the mentor applicant.
(4) Appropriate evaluation forms and documents related to performance as a teacher in the District for the immediate four-year period preceding the application. Such material, however, shall not include any matter relating to the physical and/or mental health of the applicant.

(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.

126. 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.

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 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) it shall be a goal of the parties that every school have one (1) Mentor Teacher before any school has more than one (1). Nominations of the selection committee and appointments by the Board shall be guided by this goal.

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.
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. 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. The function of the Mentor Teacher shall be to provide assistance and guidance to new and experienced teachers, to provide staff development for teachers, and to engage in the development of curriculum.

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 and curriculum development.

d. In addition to release time provided in d. above, 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. In no event shall Mentor Teachers have access to or participate in the evaluation of any member of the bargaining unit.

g. 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.
h. The Mentor Teacher's function shall not be considered as additional duties within the meaning of §44 of this Agreement.

128. **Duration of Mentor Program**

The Mentor Teacher Program as provided for in Education Code sections and this Agreement shall terminate effective June 30, 1986. The Mentor Teacher Program shall only continue after June 30, 1986 by mutual agreement of the parties. Negotiations on a successor Mentor Teacher Program may be initiated by either party. Said negotiations shall not commence before March 1, 1986 unless other timelines are made necessary by requirements of the State.

129. **Term of Mentor**

All assignments shall terminate August 31, 1986. All selections shall be made based on individual qualifications. All applicants shall be given a fair and unbiased consideration.

130. **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 §85s. 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, §44 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.

131. **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 §35 (Transfer to Fill a Program Need) of this Agreement shall not be invoked for the purpose of achieving transfer of a Mentor Teacher.
132. **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's performance in that role shall be evaluated by his/her 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. The Mentor may attach his/her response to the evaluation.
133. **Application for Nomination to Mentor Teacher Program**

Applicant's Name

School

Current Assignment (subject/grade level)

I have taught in this District for ________ years.

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

- a. Hold a valid California Teaching Credential
- b. Have achieved permanent status
- c. Have substantial recent classroom teaching instructional experience

Specific Mentor Teacher position for which I am applying: (Check one)

- [ ] Elementary School Mentor Teacher
- [ ] Intermediate/Middle School Mentor Teacher
- [ ] High School Mentor Teacher

a. I understand and agree that members of the selection committee may observe me in the performance of any of my teaching responsibilities.

b. I understand and agree that members of the selection committee will review appropriate evaluation forms and documents related to my job performance and contained in my District personnel file. Material subject to review shall be limited to a four-year period previous to the date of this application and shall not include material relating to physical and/or mental health.

c. I believe that my service as a Mentor Teacher should include the following duties. I believe that I can contribute best to the Program because of my following strengths and skills:

Applicant's Signature

Dates

Send the completed form to ______________ not later than ____________
ARTICLE XXVIII

RETRAINING

134. Retraining

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

ARTICLE XXIX

COMMITTEES

135. Student Discipline

Parties agree to formation of a joint task force comprised of six (6) members appointed by the Association and six (6) members appointed by the District no later than ten (10) days after the signing of this agreement. The sole function of this task force shall be:

a. Conduct a detailed investigation of student discipline in use.

b. Determine procedures commonly felt to be effective.

c. Recommend to the Superintendent procedures as determined by the joint task force.

Committee recommendations shall be submitted to the Superintendent by February 15, 1986.

136. Academic Freedom

Parties agree to formation of a joint task force comprised of six (6) members appointed by the Association and six (6) members appointed by the District no later than thirty (30) days after the signing of this agreement.
LETTER OF UNDERSTANDING

Temporary Teachers

The undersigned 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 32, Voluntary Transfer by a permanent or probationary District unit member.

Child Abuse

The undersigned parties agree that regarding child abuse the District agrees to provide inservice training to teachers and that MDEA shall participate in the formation of that agenda.

MARTIN KAHN, President
Mt. Diablo Education Association

RALPH LOPEZ
Human Resources Director

APPENDIX A
# MT. DIABLO UNIFIED SCHOOL DISTRICT

## 1985-86 CREDENTIALED TEACHERS' SALARY SCHEDULE

**Effective July 1, 1985**

<table>
<thead>
<tr>
<th>Steps</th>
<th>30</th>
<th>45</th>
<th>60</th>
<th>75</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
<td>$20,265*</td>
<td>$20,265*</td>
<td>$20,265*</td>
<td>$20,265*</td>
</tr>
<tr>
<td>Class II</td>
<td>$20,265*</td>
<td>$20,265*</td>
<td>$20,890</td>
<td>$20,979</td>
</tr>
<tr>
<td>Class III</td>
<td></td>
<td>20.744</td>
<td>21.751</td>
<td>21.877</td>
</tr>
<tr>
<td>Class IV</td>
<td>20.529</td>
<td>21.568</td>
<td>22.613</td>
<td>22.796</td>
</tr>
<tr>
<td>21.317</td>
<td>22.323</td>
<td>23.412</td>
<td>23.738</td>
<td></td>
</tr>
<tr>
<td>22.908</td>
<td>23.877</td>
<td>24.943</td>
<td>25.616</td>
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<tr>
<td>23.533</td>
<td>24.506</td>
<td>25.578</td>
<td>26.299</td>
<td></td>
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<td>24.151</td>
<td>25.706</td>
<td>26.805</td>
<td>27.565</td>
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<tr>
<td>24.777</td>
<td>26.387</td>
<td>27.915</td>
<td>28.537</td>
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<tr>
<td>25.397</td>
<td>27.066</td>
<td>28.823</td>
<td>29.562</td>
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<tr>
<td>26.024</td>
<td>27.748</td>
<td>29.728</td>
<td>30.581</td>
<td></td>
</tr>
</tbody>
</table>

### CAREER INCREMENTS AFTER CLASS IV, STEP 13

An additional $250 at the beginning of the 16th year

Plus, a second $250 at the beginning of the 19th year

Plus, a third $250 at the beginning of the 22nd year

plus, a final $450 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.
- Certificate Personnel with a Master's Degree or a doctorate in lieu of Master's Degree, receive $500 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 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 secure 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 employees and family is fully paid by the District.

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*Special salary Education Code Section 45023 4 (Beginning Teachers' Salary as per SB 813)*

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APPENDIX B
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:

Effective July 1, 1985

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

Department Chairpersons:

a. Intermediate 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>Teachers</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 4 teachers (incl. Chairperson)</td>
<td>$425</td>
</tr>
<tr>
<td>5 to 9 teachers (incl. Chairperson)</td>
<td>565</td>
</tr>
<tr>
<td>10 or more teachers (incl. Chairperson)</td>
<td>710</td>
</tr>
</tbody>
</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

<table>
<thead>
<tr>
<th>Sport</th>
<th>Compensation</th>
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</thead>
<tbody>
<tr>
<td>Football</td>
<td>$1,300</td>
</tr>
<tr>
<td>Assistant Football</td>
<td>1,105</td>
</tr>
<tr>
<td>Trainer</td>
<td>1,105</td>
</tr>
<tr>
<td>Basketball</td>
<td>1,170</td>
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<tr>
<td>Assistant Basketball</td>
<td>995</td>
</tr>
<tr>
<td>Baseball/Softball</td>
<td>1,170</td>
</tr>
<tr>
<td>Assistant Baseball/Softball</td>
<td>995</td>
</tr>
<tr>
<td>Track</td>
<td>1,170</td>
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<tr>
<td>Assistant Track</td>
<td>995</td>
</tr>
<tr>
<td>Cross Country</td>
<td>1,040</td>
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<tr>
<td>Tennis</td>
<td>1,040</td>
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<tr>
<td>Swimming</td>
<td>1,040</td>
</tr>
<tr>
<td>Wrestling</td>
<td>1,170</td>
</tr>
<tr>
<td>Assistant Wrestling</td>
<td>995</td>
</tr>
</tbody>
</table>

APPENDIX C
Volleyball Assistant Volleyball
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 step shall equal one year. Longevity increments of $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.

Career Increment

One career increment of $250 at the beginning of the 16th year of credited service and continuing thereafter.

Two career increments of $250 at the beginning of the 19th year of credited service and continuing thereafter.

Three career increments of $250 at the beginning of the 22nd year of credited service and continuing thereafter.

Three career increments of $250 and one career increment of $450 at the beginning of the 25th year of credited service and continuing thereafter.

Additional Degrees

With respect to compensation for additional degrees, doctorates in lieu of masters shall be compensated at the rate provided for masters degree.

APPENDIX C (cont.)
<table>
<thead>
<tr>
<th>MONTH</th>
<th>N-New Teacher Orientation</th>
<th>T-Work Day, All Teachers</th>
<th>Non-Teaching Days</th>
<th>Teaching Days</th>
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</thead>
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<td>Aug.</td>
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<td>30(N)</td>
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<tr>
<td>First</td>
<td>2(L) 3(T)</td>
<td>4*</td>
<td>5</td>
<td>6</td>
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<td>Sept. 2</td>
<td>10</td>
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<td>12</td>
<td>13</td>
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<td>Sept. 27</td>
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<td>Second</td>
<td>30</td>
<td>1</td>
<td>2</td>
<td>3</td>
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<td>Sept. 30</td>
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<td>Oct. 25</td>
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<td>Third</td>
<td>28</td>
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<td>5</td>
<td>6</td>
<td>7</td>
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<td>6</td>
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<td>March 3</td>
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<td>13</td>
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<td>2(R) 3(R)</td>
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<td>30</td>
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<td>April 28</td>
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<td>8</td>
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<td>May 23</td>
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<td>15</td>
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<td>May 26</td>
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Note: All Certificated personnel NEW to the District are required to report for orientation on Aug. 29 and 30, 1985. All NEW and RETURNING certificated personnel are required to report for a pre-school Work Day (Orientation) on Tuesday, Sept. 3, 1985.
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Note: All Certificated personnel NEW to the District are required to report for orientation on Aug. 28 and 29, 1986.

All NEW and RETURNING certificated personnel are required to report for a pre-school work day (Orientation) on Tuesday, Sept. 2, 1986.
NOTICE IS HEREBY GIVEN that the Governing Board of this School District offers to employ the person named at left under the following part-time contract.

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 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:

APPENDIX E
Normal Length Student Day | Pay Per Period
--- | ---
6 periods | 1/5 full time rate
7 periods | 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."

APPENDIX E (cont.)
DISTRICT GUIDELINES FOR EVALUATION OF CERTIFICATED TEACHING PERSONNEL
IN RELATION TO PROGRAM

INITIAL CONFERENCE FORM

(PLAN A)

To be Completed by October 15
(May be Modified During the Course of the Year by Mutual Agreement)

Evaluator's Name ___________________________

Date ___________________________ No. of years in Grade Level, Subject, or Position __________

Evaluator's Grade Level, Subject, or Position ___________________________________

Date ___________________________ No. of years in District __________________________

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

I. THE ELEMENTS THAT WILL BE INCLUDED IN THE EVALUATION ARE AS FOLLOWS:

Performance of duties and responsibilities as stated in Statements of Duties and Responsibilities of Certificated Personnel; conditions of learning environment within the control of the evaluatee; adherence to District Educational Goals, school goals, and/or program goals.

II. ADDITIONAL GOALS/OBJECTIVES:

Evaluator(s) and evaluatee may agree on additional goals and/or objectives not included in No. I above (e.g., individualization of instruction, humanizing instruction, interpersonal relations, etc.).

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

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

A. Subject area(s) or class(es) that will be used for collection of data regarding student progress.

B. Agreed-upon specific standards of expected student progress (refer to appropriate District Standards of Expected Student Progress Statements).

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

Initial Conference Plan A (cont’d)

IV. 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 k).

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<td>8. Other (Specify)</td>
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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

Date

Chairperson if Team is Used

APPENDIX F. (cont.)
DISTRICT GUIDELINES FOR EVALUATION OF CERTIFICATED TEACHING PERSONNEL
IN RELATION TO PROGRAM

CLASSROOM OBSERVATION FORM

PLAN A

Name of Evaluatee being observed

__________________________________________

Name of Observer:

__________________________________________

School

__________________________________________

(Note to Observer: A conference must be held with the evaluatee observed within five academic days after observation.)

Date of Observation

__________________________________________

Duration of observation

__________________________________________

Students Observed:

__________________________________________

Subject (class) being taught

__________________________________________

Grade level

__________________________________________

Achievement level

__________________________________________

I. The nature of the activities observed (e.g., discussion, lecture, testing, individual study, working on projects, use of materials)

II. Observer’s comments and conclusions
III. Conference notations:
   A. Date of post-observation conference
   B. Points discussed:

IV. Evaluatee's comments

Signatures:

Observer

Evaluator

The evaluator's signature does not constitute agreement with the observer's conclusions but is a recognition that discussion has taken place and that the evaluator has been given the opportunity to enter comments.
EVALUATEE'S SELF-EVALUATION
In Relation to Agreements Listed on Initial Conference Form
(PLAN A)

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 goals and/or objectives agreed-upon and listed in the Initial Conference Form, Sections I and II. 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, as agreed in Section III of the Initial Conference Form.

B. List any suggestions for further attainment of goals and/or objectives.
To be completed by February 1 for nontenured evaluatees; no later than March 1 for tenured evaluatees if a conference is held. (Follow Ed. Code 4494 when reemployment is in doubt.)

Evaluatee_________________________________________ Evaluator ____________________________
Grade Level, Subject, or Position___________________________________________________________
School(s) Served ________________________________________________ Date__________________________
No. of Years in Grade Level, Subject or Position ___________________________ Evaluation Period: From ________ To _________
No. of Years in District ____________________________________________

I. Evaluation based on agreements listed in Sections I and II of the Initial Conference Form.

II. Evaluation based on student progress as agreed upon in Section III of Initial Conference Form.
III. Suggestions and means to help the evaluatee further achieve agreed-upon goals and/or objectives.

IV. 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.
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.)

Evaluator ______________________________ Evaluator ______________________________

Grade Level, Subject, or Position ___________________________ Position ___________________________

School(s) served _________________________________________ Date _______________________________________

No. of years in Grade Level, Subject, or Position ________________ Evaluation period: From ____________ To ____________

No. of years in District _____________________________________

I. Evaluation based on agreements listed in Sections I and II of the Initial Conference Form.

II. Evaluation based on student progress as agreed upon in Section III of Initial Conference Form.

APPENDIX F. (cont.)
DISTRICT GUIDELINES FOR EVALUATION OF CERTIFICATED TEACHING PERSONNEL
IN RELATION TO PROGRAM

Final Evaluation Plan A (cont'd)

Evaluator ___________________________________________ Evaluator ________________________________

III. Evaluatee's Comments:

IV. 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.

APPENDIX F. (cont.)
MT. DIABLO UNIFIED SCHOOL DISTRICT

Guidelines for Evaluation of PERMANENT Certificated Teaching Personnel in Relation to Program

(Plan B)

PLANS/GOALS/OBJECTIVES FORM

(To be completed in Initial Conference between evaluator(s) and evaluatee prior to October 15)

Evaluator’s Name ________________________________ Evaluator _____________________________________________

Position __________________________________________ Position _____________________________________________

Number of years in position _______________________ School Year ______________________

Number of years in District ______________________

I. Plans/Goals/Objectives

Please list here (briefly) your plan(s)/goal(s)/objective(s) for the school(s)/program(s) for which you are responsible within the framework of the MDUSD Educational Goals, program goals, school goals, student progress - as applicable to your assignment.

II. SignaturesEvaluator(s): 1. _____________________________ 2. _____________________________

Evaluator __________________________________________ Evaluatee __________________________________________

Date ______________________________________________

Note: This form may be revised during the course of the school year.
MT. DIABLO UNIFIED SCHOOL DISTRICT

Guidelines for Evaluation of PERMANENT Certificated Teaching Personnel in Relation to Program

(Plan B)

EVALUATEE'S SELF-EVALUATION

In Relation to Agreements Listed on Plans/Goals/Objectives Form

A copy of this form is to be completed by the evaluator prior to the Final Evaluation Conference. It is to be brought to the conference, discussed and returned to the evaluator at the end of the conference.

A. After reviewing your plan(s)/goal(s)/objective(s) as listed on Plans/Goals/Objectives 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 applicable.

B. List any suggestions for further attainment of plan(s)/goal(s)/objective(s):
Guidelines for Evaluation of PERMANENT
Certificated Teaching Personnel in Relation to Program
(Plan B)

FINAL EVALUATION FORM

Evaluatee’s Name _____________________________________ Evaluator _________________________________________
Social Security No. ______________________________________ Position ____________________________________________
Position _______________________________________________ School Year _____________________________________
School(s) Served ______________________________________
Number of years in 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) for the school(s)/program(s) for which evaluatee is responsible.

Signature of Evaluator(s) 1. A 1. _____________________________
Date _____________________________ _____________________________
Evaluator’s Comments

Date _____________________________ Signature of 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.

Rev. 8/83

APPENDIX F. (cont.)
MT. DIABLO UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM

Type or PRESS FIRMLY with Ballpoint Pen

Name of Grievant: ___________________________ Date: ________________

(School/Department) ___________________________ (Position Title) ________________

(Supervisor) ___________________________ Name and Title ________________

Situation Occurred: Date ________________ Time ________________ Place ________________

What term of the contract was violated? ________________ Article No. ________________

Article Title ________________ Article Title ________________

Section No. ________________ Section Title ________________

Circumstances of Grievance – A concise statement of facts including names, dates, and places. (Use second sheet if necessary):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

In what way have you been affected adversely?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

What remedy do you propose?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Have you made an effort to resolve the problem informally? Yes ______ No ______

Please describe (include date of conference and participants):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Grievant is represented by CSEA ______ Local #1 ______ MDEA ______ Self ______ Other ______

Signature of Grievant: ___________________________ Signature of Employee's Representative: ___________________________

GRIEVANT

IMMEDIATE SUPERVISOR

PRINCIPAL

ASSISTANT SUPERINTENDENT

Return GOLDENROD Copy, give an original to Immediate Supervisor

Return PINE Copy, immediately on receipt send all other copies to Principal

Return CANARY Copy, immediately on receipt send all other copies to Assistant Superintendent

Return WHITE Copy, send GREEN copy to Bargaining Unit

District No

17/8

APPENDIX G
MT. DIABLO UNIFIED SCHOOL DISTRICT
MT. DIABLO EDUCATION ASSOCIATION

COLLECTIVE BARGAINING CONTRACT
July 1, 1985 — June 30, 1988

SIGNATURES

Mt. Diablo Unified School District

SHERRY STERRETT, President
Board of Education

MARGARET O'DONNELL, Negotiator

RALPH LOPEZ, Chairman
Negotiating Team

DARLINDA CAPPUCINI, Team Member

Mt. Diablo Education Association

MARTIN KAHN, President

CHRIS KARLEN, Executive Director

BUD BEEMER, Chairman
Negotiating Team

LOYD HOUNELL, Team Member

JAY HOLLAND, Team Member

SANDRA LaFRAMBOISE, Team Member

JEFF PARRISH, Team Member
This report is authorized by law 29 U.S.C. 2. Your voluntary cooperation is needed to make the results of this survey comprehensive, accurate, and timely.

Assistant Superintendent of Administrative and Personnel Civil Service Department
1936 Carlotta Drive
Concord, Ca. 94519

Respondent:

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; NATION 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 on 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: 1560

2. Number and location of establishments covered by agreement: 60

3. Product, service, or type of business: EDUCATION K-12

4. If your agreement has been extended, indicate new expiration date: 6/30/88