

**TENTATIVE AGREEMENT  
BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND  
MT. DIABLO EDUCATION ASSOCIATION**

**MARCH 18, 2022**

The Mt. Diablo Unified School District (“District”) and the Mt. Diablo Education Association (“MDEA”) have negotiated and reached a tentative agreement on Articles 1, 4, 5, 6, 7, 8, 9, 11, 13, 14, 16, 22, 23, 25, and 26 of the Collective Bargaining Agreement (“CBA”), to completely resolve the successor contract negotiations for the 2021-2022 to 2023-2024 school years. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by MDEA bargaining unit and approval by the Governing Board. Both parties agree to recommend the total package agreement to their constituents. If the Board does not approve the Tentative Agreement by April 27, 2022, the Parties agree to re-enter the factfinding process.

In addition to the terms of the attached Tentative Agreements, the District and MDEA agree to the following terms:

**1. General Terms**

- A. Full Article Revisions. The Parties agree to incorporate the changes made pursuant to this Tentative Agreement to reflect the changes made to each of the articles.
- B. Conclusion of Negotiations. This Agreement will conclude the successor contract negotiations for the 2021-2022, 2022-2023, and 2023-24 school years.
- C. Effective Date. Upon ratification by MDEA and approval of the District Governing Board the Agreement shall take effect. Unless otherwise noted in the Tentative Agreement, provisions of the Tentative Agreement will take effect on and after the date of the final ratification and approval of this Agreement.
- D. Technical Changes. The Parties agree to work together to review the Index and Appendix and make any necessary changes to the CBA, Index and Appendix to reflect agreements and update cross references.
- E. Retroactive Payments. The Parties agree that any retroactive payments to be paid pursuant to any of the Tentative Agreements referenced herein shall be paid within sixty (60) days, or sooner if possible, of the final ratification and approval of this Agreement.

- F. Changes in Contract. With the exception of the changes referenced in this Agreement, all other contract language will remain status quo.

**On Behalf of the District**


Dated: 3-28-22

  
\_\_\_\_\_

Dr. John Rubio  
Assistant Superintendent,  
Human Resources  
Mt. Diablo Unified School District

**On Behalf of MDEA**

Dated: 3-18-22

  
\_\_\_\_\_

Linda Ortega  
MDEA Bargaining Chair

## TENTATIVE AGREEMENT March 18, 2022

Time: \_\_\_\_\_

### ARTICLE 1

#### Agreement - General Terms

##### 1.1 Agreement

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

##### 1.2 General Definitions

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

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

1.2.2 "Day" means a calendar day.

1.2.3 "Immediate family" means **spouse, parent, sibling, child, child-in-law, sibling-in-law** ~~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; **grandparent** ~~grandmother or grandfather~~ of the employee or of the employee's spouse; **parent's sibling** ~~uncle or aunt~~ of the employee or of the employee's spouse; **sibling's child** ~~niece or nephew~~ of the employee or of the employee's spouse; or any resident of the immediate household.

1.2.4 "Unit member" means any employee covered by this Agreement. However, reference will be made to specific unit members; i.e., teachers, library media teachers, nurses, etc., as the context requires.

1.2.5 "Work day" means a day when the administrative offices of the District Office are open for business.

##### 1.3 Recognition

1.3.1 Pursuant to Chapter 10.7 (commencing with §3540) of the Government Code, the District recognizes the Association as the exclusive representative of the teachers' unit.

1.3.2 The teachers' unit includes the following employees:

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

- 1.3.3.1 Audiologists
- 1.3.3.2 Classroom Teachers (Transitional Kindergarten - 12)
- 1.3.3.3 Library Media Teachers
- 1.3.3.4 Nurses
- 1.3.3.5 Peer Coaches
- 1.3.3.6 Program Enrichment Personnel
- 1.3.3.7 Reading Specialists
- 1.3.3.8 Resource Specialists
- 1.3.3.9 Speech Therapists
- 1.3.3.10 Teachers in Special Education Programs
- 1.3.3.11 Teachers on Special Assignment
- 1.3.3.12 Traveling Teachers
- 1.3.3.13 Work Experience Education Staff
- 1.3.3.14 Home and Hospital Teachers
- 1.3.3.15 School Counselors
- 1.3.3.16 Enrichment & Support Teachers**
- 1.3.3.17 Intervention & Instructional Support Teachers**
- 1.3.3.18 Coach / Specialist Teachers**
- 1.3.3.19 Full Inclusion Specialists**
- 1.3.3.20 Assistive Technology Specialists**
- 1.3.3.21 Augmentative and Alternative Communication Specialists**
- 1.3.3.22 Adaptive P.E. Teachers**
- 1.3.3.23 Instrumental Music Teachers**
- 1.3.3.24 Vocal Music Teachers**
- 1.3.3.25 EL Support Teachers**
- 1.3.3.26 Teachers of Visually Impaired**
- 1.3.3.27 Preschool Teachers**
- 1.3.3.28 Dual Language Teachers**
- 1.3.3.29 Workability Program Teachers**

#### **1.4 Coverage**

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

#### **1.5 Application**

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

#### **1.6 Savings Clause**

1.6.1 If any provisions of this Agreement should be held invalid or outside the scope of bargaining by operation of law or by the final judgment of any court of competent jurisdiction, or by an unappealed decision of the Public

Employee Relations Board, the remainder of this Agreement shall not be affected thereby.

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

## 1.7 Term

1.7.1 This Agreement shall remain in full force and effect through June 30, 2024 ~~June 30, 2024~~

## 1.8 Successor Negotiations

1.8.1 Successor Negotiation - The Association and the District shall present proposals for a Successor Agreement no later than November 1, 2023 ~~March 6, 2024~~.

**1.9 Production and Distribution of Agreement:** The parties shall share the cost of producing and distributing the Agreement as follows:

- 1.9.1 The District shall be responsible for the printing of the Agreement. MDEA will distribute the Agreement to its unit members.
- 1.9.2 The District will distribute the Agreement to all administrators.

*Linda Antez*  
3-18-22  
MDEA

*Joshua*  
3-18-22

**TENTATIVE AGREEMENT—March 17, 2022**

**DISTRICT LAST BEST AND FINAL OFFER 2/16/2022**

- MDEA Counterproposal of 2021-12-10 to \_\_\_\_\_ Time: \_\_\_\_\_
- MDUSD Counterproposal to MDEA 11/17/21 Time: 9:26 a.m.
- MDEA Counterproposal of 2021-10-28 to \_\_\_\_\_ Time: \_\_\_\_\_
- MDUSD counterproposal to MDEA 10/28/21 @ 2:15 p.m.
- MDEA Counterproposal of 2021-10-05 to \_\_\_\_\_ Time: \_\_\_\_\_
- MDUSD Counterproposal of 9/29/2021 at 11:26 am.
- MDEA Counterproposal of 2021-09-14 to 2:33 p.m. Time \_\_\_\_\_
- MDUSD Proposal as of 9/13/2021 at 2:10 p.m.

**ARTICLE 4**

**ASSIGNMENT/REASSIGNMENT**

**4.1 Assignment/Reassignment**

- 4.1.1 An assignment is the grade level, subject area, or program area to which a Unit member is scheduled for the subsequent year.
- 4.1.2 On or before February 15th of each year, the principal/program administrator or Human Resources shall have requested from each unit member at a school/program, their preference for assignment for the following year. The form or electronic form for this purpose shall be mutually developed by the District and the Association.
  - 4.1.2.1 Per Ed Code 44930 (b), Permanent or Probationary teachers who do not notify the District of their intent to resign on or before June 30 are considered to be employed by the District for the subsequent school year, excluding layoffs or non-reelections.
- 4.1.3 By ~~March 1st~~ April 1st principals/program administrators shall notify unit members of their tentative assignment.
- 4.1.4 **If it is necessary for a unit member to be reassigned within a site or program, the unit member reassigned shall have an opportunity to return to their previous assignment as soon as possible. [Restoring status quo]**
- 4.1.5 Any unit member may request and shall receive the reasons for the tentative assignment. Any unit member dissatisfied with their tentative assignment may have a conference with the principal/program administrator and may be represented at the conference by an Association representative.
- 4.1.6 There may be circumstances which result in the District's moving an SODC teacher from their current site after the first teacher workday. Although this does not constitute a transfer under the terms of this Agreement, if such a move occurs, a unit member shall receive, upon request, up to two (2) days free of responsibility for students prior to the assumption of the changed assignment and assistance in moving teaching supplies and materials, within the limitations of the District personnel and equipment.

4.1.6.1 Upon request, a unit member may forego the two (2) days provided in §4.1.6 above, and instead utilize their own time to move teaching supplies and materials to the new site. In such a case, the unit member shall be compensated for up to two (2) days (up to 8 hours per day) spent in such activity at the "Certificated Hourly Rate" set forth in §14.5.1.1 of this Agreement. The unit member shall be responsible for documenting their time and submitting such documentation to the Executive Director, Human Resources/designee prior to receiving this hourly compensation.

4.1.7 When a general education classroom teacher is required to move, or the District initiates the move, to a different classroom at the same site, they will be provided a day free of responsibilities for students to facilitate moving teaching supplies and materials. The District shall provide assistance within the limitation of the District personnel and equipment.

4.1.7.1 Upon request, a unit member may forego the one (1) student-free day provided in §4.1.7 above, and instead utilize their own time to move teaching supplies and materials to the new classroom. In such a case, the unit member shall be compensated for up to one (1) day (up to 8 hours) spent in such activity at the "Certificated Hourly Rate" set forth in §14.5.1.1 of this Agreement. The Unit member shall be responsible for documenting their time and submitting such documentation to the ~~Executive Director~~ Chief/Director, Human Resources/designee prior to receiving this hourly compensation.

Linda Ortega  
for IDEA  
3-17-22

3/18/22  
MO 450

Tentative Agreement 3/18/2022	8:15pm
DISTRICT LAST BEST AND FINAL OFFER 2/16/2022	
MDUSD counterproposal to MDEA of 12/10/21	1:24pm
MDEA Counterproposal of 2021-11-17 to	10:18am
MDUSD counterproposal to MDEA 10/28/21	2:39 pm
MDEA Counterproposal of 2021-10-20 to	11:40am
MDUSD counterproposal to MDEA 10/5/2021	2:37pm
MDEA Counterproposal of 2021-09-29 to MDUSD	2:21 pm
MDUSD Proposal as of 9/13/2021	2:20 pm

## ARTICLE 5

### TRANSFER

#### 5.1 Glossary

- 5.1.1 Involuntary Transfer: A transfer initiated by management which results in the movement of a unit member from one school site to another or from one program to another.
- 5.1.2 Qualified: Certificated and competency through training or experience.
- 5.1.3 Program Need: An identified certificated position within the bargaining unit, other than an extra duty position, necessary to provide the instructional curriculum, specific training or other required programs established or revised by formal action of the Board of Education.
- 5.1.4 Vacancy: An unfilled position within the bargaining unit created by a known resignation, retirement, non-reelection, or a newly created position.
- 5.1.5 Voluntary Transfer: A transfer initiated by the unit member which results in the movement of the unit member from one school site to another or from one program to another.

#### 5.2 Timeline of Events

(The following events are scheduled to facilitate subsequent year staffing as summarized below.) The dates are target dates and may be changed with mutual agreement.

- January Letters or emails sent to unit members on leave of absence requesting clarification of leave intention for the coming school year.



Letters sent to all unit members informing them of the process and timelines for requesting a leave of absence for the coming school year, or for the spring semester of the current school year.

Job Share and Willie Brown Informational Meeting held if positions are available or being added ~~District is adding positions.~~

February ~~[moved up]~~ Unit members on leaves of absence must submit their status update for the coming school year no later than ~~January 31~~ **February 15.**

Job Share applications and Willie Brown applications are due to Human Resources ~~Personnel Services~~ by February 15.

Assignment Preference Forms must be distributed to unit members by administrators no later than February 15.

Job share applicants and Willie Brown applicants must be notified by February 28 if their application is being accepted for the coming school year.

~~April~~ **March** Tentative assignments must be given to unit members by ~~April 1~~ **March 1** ~~March 15.~~

Notification of involuntary transfers by ~~April 5~~ **March 1** ~~March 15.~~

Preview of known vacancies for involuntary transfers (involuntary transfers shall have at least five days to review the vacancy list.) ~~No later than April 10th~~

Involuntary transfers to attend meeting ~~on the second workday after the end of preview window~~ to choose a new position for the coming school year in order of District seniority

~~First posting of the above Voluntary Transfer List occurs within 48 hours after Involuntary transfer meetings are completed, and will be posted at least two work days prior to interviews.~~

**April** ~~By April 18~~ **April 1**, each Office Manager and MDEA Representative will have received a posting packet. That packet will contain several copies of the first posting. The MDEA Representative's packet will also contain flyers to be placed in each unit member's box which will say, in large letters, that the voluntary transfer posting is available and a copy of it can be obtained from the Office Manager or the building MDEA Representative. The voluntary transfer posting will also be posted and copies of the voluntary transfer vacancies will be available in a conspicuous area.

Voluntary Transfer Interviews will occur over 1 to 5 work days immediately after the 48 hour posting.

All Voluntary Transfer interviews and acceptance offers must be completed by **April 15** ~~May 1~~, per §5. - §5.4.6

**April 10-15 Addendum posting (previous week if dates fall during Spring Break).**

May ~~5~~ **April 15** Deadline to submit ~~of~~ Leave of Absence request for the coming school year.

Last contractual work day	Final date for filing Summer Voluntary Transfer Interest Form.
<b><u>July 15 Fifteen work days before the first student day</u></b>	<del>Except for members falling under 5.5.14, the last</del> <b><u>Last</u></b> date for <del>spring</del> involuntary transferees to be given an opportunity to return to vacancies at their original site.
Fifteen work days before the first student day	Last date for voluntary transferees to be considered if they filed a Summer Voluntary Transfer Interest Form
August 31	<del>Vacancies after this date must be initially filled by temporary unit members</del>

If any of the above dates fall on a Saturday, Sunday, or holiday, the event(s) will take place on the following workday.

**5.3 Establishment of Seniority**

5.3.1 Seniority, for purpose of transfer where multiple employees have the same seniority date, shall be determined in the following manner:

**5.3.1.1 By November 1 each year the Parties will meet to establish the “Yearly Random Alphabet” which shall be the 26 letters of the alphabet, drawn at random, alternating MDEA then MDUSD. The District shall publish the Yearly Random Alphabet to all bargaining unit members by November 2 each year.**

**5.3.1.2 For employees first rendering paid probationary service on the same day, seniority shall be determined by lottery last name using the Yearly Random Alphabet. For last names beginning with the same letter, alphabetical order according to the**

**regular Latin alphabet, beginning at the second letter, will be used.**

**5.3.1.3** 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.

**5.3.4** ~~By February 1 of each school year the District and MDEA shall conduct the lottery.~~

**5.3.1.4** The seniority list shall be prepared no later than February 15 of each year. Copies shall be sent to each school and to the Association.

**5.3.1.4** If an employee has a break in service by reason of resignation or dismissal (not layoff), the date of reemployment shall govern.

## **5.4 Voluntary Transfer**

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

5.4.1.1 First year probationary unit members shall not be considered for voluntary transfer so that the second year of probationary service will not be in a new school.

5.4.2 Each posting shall indicate:

5.4.2.1 All known vacancies at the time of printing the posting.

5.4.2.1.1 Subject(s), grade level(s), **credential requirement(s)**  
full-time equivalent, work site.

5.4.3 It is the responsibility of the unit member seeking a transfer to initiate with the principal, program administrator, or designee a request in writing for an interview for any of the unfilled positions in which they are 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 at least five (5) work days from the date of the announcement, they forfeit the right for consideration for the unfilled position. After April 15, current employees are not guaranteed an interview.

5.4.4 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 if requested.

5.4.5 The unit member may request a review of those reasons by the Executive Director, Human Resources, within three (3) work days of receipt of the statement of reasons. Thereafter, the Executive Director, Director, or Chief

of Human Resources, shall convene a conference with the principal/program administrator and the unit member who may be represented at the conference by an Association representative.

- 5.4.6 A request for voluntary transfer may be withdrawn at any time prior to confirmation of the transfer.
- 5.4.7 Unit members will be considered for vacancies which occur after the final posting on April 15 provided they complete and file in the Human Resources Personnel Services Office a Summer Voluntary Transfer Interest Form no later than the last day of the contractual work year. Unit members shall identify special interest in subject area(s) and/or elementary grade span and school or site on the District provided form.
- 5.4.8 In addition, members filing the Summer Voluntary Transfer Interest Form must provide a phone number/email address between the last contractual work day and **fifteen (15)** working days prior to the **first (1<sup>st</sup>)** student day.
- 5.4.9 Members who have filed in accord with this section shall be notified by phone or email of appropriate vacancies.

## **5.5 General Procedures for Involuntary Transfer**

- 5.5.1 Unless otherwise stated in §5.6 and §5.7, the following procedures shall be followed:
- 5.5.2 Involuntary transfers may be initiated for any of the following reasons:
  - 5.5.2.1 School closure or program reduction, boundary change or grade level reorganization between more than one site.
  - 5.5.2.2 Excess staff due to decline in enrollment.
  - 5.5.2.3 Program needs of a school, or program.
  - 5.5.2.4 Decline in special education students at a school site.
  - 5.5.2.5 To avoid workplace disruption. Transfer for workplace disruption shall be for just cause.
    - 5.5.2.5.1 ~~§5.5.3, and §5.5.4~~ The following procedures do not apply to ~~§5.5.2.5, §5.5.3, §5.5.4, §5.5.9, §5.5.11 and §5.5.12~~ **do not apply to §5.5.2.5.**
- 5.5.3 Selection for involuntary transfer shall be in reverse order of district seniority.
- 5.5.4 The only exceptions to reverse order of district seniority are as follows:
  - 5.5.4.1 First year probationary unit members **who worked at least 50% of their first year** ~~who complete their entire first year at one site~~ shall not be considered for ~~the~~ a March to June involuntary

transfer ~~for in their second year period~~, so that the second year of probationary service will not be in a new school. However, if the first-year probationary teacher is holding the position of a unit member who is returning to that position from a one-year leave, the first-year probationary teacher will be moved. ~~First year probationary unit members may be transferred after July 1 each year (for new members hired or categorized as probationary 1 in the new school year).~~

**5.5.4.1.1 If circumstances arise which result in an involuntary transfer after the first teacher workday, a first year probationary bargaining unit member may be involuntarily transferred during any probationary 1 year prior to the interim evaluation form submission due date if they have not yet had their first formal observation.**

5.5.4.2 When such a selection would result in creating a program need, which could not be filled by any remaining members of the school's faculty.

5.5.4.3 In such cases, the next least senior teacher would be selected.

5.5.5 ~~If possible, prior~~ **Prior** to any general announcement, **direct supervisors shall make every attempt to schedule and hold a discussion or meeting in privately (or, upon the bargaining unit member's request, with a union representative present) with** unit members so identified ~~shall be individually informed in a conference to~~ **inform them** that they are subject to involuntary transfer.

5.5.6 Once it is determined who will be transferred, the transferee(s) shall be given a written statement of the specific reason(s) for the transfer. For transfers ~~between March 15 and June 30th~~, effective with the following school year, this notice shall be no later than March 15.

**5.5.7 If the transferee is not satisfied with the reasons, they may file a grievance at Step 2 within ten (10) work days of receipt of the notice.**

5.5.8 There may be circumstances which result in an involuntary transfer ~~during the summer recess or~~ after the first teacher workday ~~of an employee who was not given notice pursuant to section 5.5.6~~. If a unit member is involuntarily transferred after the first teacher workday, they shall receive, upon request, up to ~~two (2) three (3)~~ days free of responsibility for students prior to the assumption of the new

assignment and assistance in moving teaching supplies and materials, within the limitations of the District personnel and equipment. Look at this compared to 5.5.13--are both sections necessary?!

- 5.5.8.1 Upon request, a unit member may forego the two (2) ~~three (3)~~ days provided in §5.5.8 above, and instead utilize their own time to move teaching supplies and materials to the new site/program. In such a case, the unit member shall be compensated for up to two (2) ~~three (3)~~ days (up to 8 hours per day) spent in such activity at the "Certificated Hourly Rate" set forth in §14.5.1.1 of this Agreement. The unit member shall be responsible for documenting their time and submitting such documentation to the ~~Executive~~ Director, Human Resources/designee prior to receiving this hourly compensation.
- 5.5.9 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.
- 5.5.10 In meeting program needs a unit member will be required to render only a service for which the unit member is qualified.
- 5.5.11 Prior to the distribution of the voluntary transfer posting and the addendum posting, the district shall first offer to an involuntary transferee any of the available opening(s) on the transfer posting for which they are qualified. Once an involuntary transferee accepts a position on either posting they may only accept another position through the voluntary transfer procedure.
- 5.5.12 If more than one involuntary transferee is qualified and interested in a specific assignment, the employee with the greatest district seniority shall be given the first opportunity to accept the assignment.
- 5.5.13 If a unit member covered by this section is transferred involuntarily or, pursuant to §5.5.9 upon request, they shall receive up to two (2) days free of responsibility for students prior to the assumption of the new assignment and assistance in moving teaching supplies and materials, within the limitation of the District personnel and equipment.
  - 5.5.13.1 Upon request, a unit member may forego the two (2) days provided in §5.5.13 above, and instead utilize their own time to move teaching supplies and materials to the new site. In such a case, the unit member shall be compensated for up to two (2) days (up to 8 hours per day) spent in such activity at the "Certificated Hourly Rate" set forth in §14.5.1.1 of this

Agreement. The unit member shall be responsible for documenting their time and submitting such documentation to the Executive Director, Human Resources/designee prior to receiving this hourly compensation.

~~5.5.14 After July 1, unit members who are involuntarily transferred to Title 1 Schools in the District will remain at their new worksite for the school year.~~

~~5.5.14 Impacted employees who have questions or concerns will receive a response from District management within a reasonable amount of time and no more than 48 hours.~~

~~5.5.15 In identifying members for involuntary transfer, all members will be treated equally regardless of full-time or part-time status.~~

~~5.5.16 Before adding an individual to the involuntary transfer list, the District will consider all known and available positions at the site including those for which no specific credential is required and are usually approved by the Committee on Assignment.~~

~~5.5.17 Prior to the Involuntary Transfer Meeting, HR staff will meet with MDEA Leadership to review the list of available openings to clarify credential requirements and to review the list of transferees and available openings.~~

~~5.5.18 Involuntary Transfer Meeting(s) will be scheduled in such a way as to allow one (1) hour of meeting time for each ten (10) transferees. If there are more than twenty (20) transferees, a second meeting will be scheduled. If there are more than thirty (30) transferees, a third meeting will be scheduled. Each involuntary transferee will only be required to attend one (1) meeting based on their position on the list. If Involuntary Transfer Meeting(s) happen during the school day, a substitute shall be provided by the District, if sub coverage is necessary. If Involuntary Transfer Meeting(s) happen after site time, bargaining unit members shall be paid at the certificated hourly rate for up to one hour, the entirety of the time they spend at the meeting.~~

~~5.5.19 Once an involuntary transferee accepts a position, the grade level assignment or course assignments shall not be changed, without the consent of prior notice to and discussion with the transferee and MDEA Rep, for a period of at least one school year. The position will remain the same absent of extraordinary circumstances, such as changes in enrollment.~~

~~5.5.20 No member will have the option to "pass" on choosing a new assignment. If there is a position on the list for which they are qualified, each transferee must either select a position, apply for an unpaid opportunity leave, or resign their position.~~

5.5.21 If an involuntary transferee applies, they will be granted an unpaid opportunity leave for one year. Involuntary transferees need only apply when they are offered a position. Those who are unassigned do not need to apply for the opportunity leave until they are offered a position.

5.5.22 When involuntary transferees are offered a position, for which they qualify, they must either:

5.5.22.1 accept the position;

5.5.22.2 receive apply for, upon request, an unpaid opportunity leave for one year; or

5.5.22.3 resign their position with the District

5.5.23 If no appropriate full-time position (or partial FTE equivalent if the bargaining unit member is part time) is available anywhere in the district, and an individual has greater FTE than all part-time positions that are available anywhere in the district, they will be offered the position at their current FTE with the provision that they will be assigned other duties (such as substitute teaching) to fill their FTE.

5.5.24 The District will explain to each involuntary transferee that if there is no appropriate position to offer a transferee, they will be unassigned and placed in a substitute pool until a position becomes available as per § 5.11.

## **5.6 Involuntary Transfer of Staff Members Assigned to a Program**

5.6.1 For purposes of this section programs are as follows:

Nurses,

ESL Teachers ELD Support Teachers

Elementary Music Teachers,

Elementary PE Teachers

Library Media Teachers,

Language, Speech, & Hearing (Audiology)

Specialists Reading Specialists,

Resource Specialists (RSP)

Special Day Class teachers (SDC SOG)

School Counselors

Enrichment and Support Teachers



- 5.6.2 For purposes of this section, transfer is defined as placement in another program, including general education. A change in assignment within the program is not considered a transfer.
- 5.6.3 Any staffing changes affecting these programs will be accomplished so as to minimize the program disruption.
- 5.6.4 If a unit member covered by this section is transferred involuntarily or has their assignment within the program changed involuntarily, upon request, they shall receive assistance in moving professional supplies and materials within the limitations of district personnel and equipment, **and they shall receive up to two (2) days free of responsibility for students prior to the assumption of the new assignment**-or may receive pay per ~~§5.5.13.1~~ ~~5-5-1-15.1~~ they shall receive assistance in moving professional supplies and materials within the limitations of district personnel and equipment, or may receive pay per §5.5.1.15.1.

## **5.7 Transfer Procedures for Teachers on Special Assignment (TOSA)**

- 5.7.1 TOSAs receiving an involuntary transfer will have return rights to a position for which the individual is qualified at their school of origination. If there is no open position, a position will be created by an involuntary transfer of the least senior teacher.
- 5.7.2 TOSA staff assigned to a program may not be involuntarily transferred to a TOSA position within another program.
- 5.7.3 **No teacher will be involuntarily transferred to a TOSA position.**
- 5.7.4 TOSA positions are exempt from being selected as a position by an involuntary transferee during the process outlined in §5.5.11. However, involuntary transferees may apply for an open TOSA position through the voluntary transfer process.

## **5.8 Use of Ad Hoc Committee**

- 5.8.1 A unit member who has been designated for involuntary transfer per §5.5.4.2 (i.e. other than reverse order of seniority), may ask that an ad hoc committee be formed to review their involuntary transfer. The process shall be as follows:
  - 5.8.1.1 The unit member must submit their written request for review no later than five (5) working days after the notification of transfer, unless circumstances prevent it.
  - 5.8.1.2 The principal/program administrator shall appoint two (2) members to the committee; but, may not include themselves.

- 5.8.1.3 The unit member shall appoint two (2) members. These members must be from the same faculty or program; but, may not include themselves.
- 5.8.1.4 All four (4) appointments shall be made within five (5) work days of the request.
- 5.8.1.5 The fifth member shall be mutually agreed upon by the four (4) other team members.
- 5.8.1.6 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.
- 5.8.1.7 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.
- 5.8.1.8 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.
- 5.8.1.9 The time in which to initiate a formal grievance shall run from the date of presentation of the ad hoc committee's recommendations.
- 5.8.1.10 In order to maximize their options the unit member should simultaneously pursue their rights in §5.5.11 and 5.5.12. This is done without prejudice to the work of the ad hoc committee.

## **5.9 Protection from Further Involuntary Transfer**

- 5.9.1 Unless otherwise stated, an involuntary transferee shall not be subject to further involuntary transfer for the three (3) school years following the transfer.
- 5.9.2 A transferee shall not be provided this protection if there is not a position available at their school for which they are qualified or legally authorized to serve.
- 5.9.3 If a unit member designated for transfer switches with another unit member, per §5.15.1, the newly identified involuntary transferee shall have the established transfer protection right. The original designee shall not have transfer protection rights.

## **5.10 Return Rights**

5.10.1 If a vacancy occurs at the school from which the unit member was designated for involuntary transfer, prior to ~~July 15~~ **fifteen (15) working days before the first student day**, the unit member shall be given the first priority to return to the school, ~~unless the unit member is assigned to a Title 1 school in which case the unit member will only be given first priority to return to their prior school site prior to July 1.~~

5.10.1.1 **2** The vacancy must be in a position for which they are qualified.

5.10.1.2 **3** If there is more than one unit member eligible to return the most senior shall be given the first priority to return.

5.10.1.3 **4** If a unit member returns the unit member shall not be entitled to the transfer protection rights.

5.10.2 **5**—Any unit member who is involuntarily transferred shall have first priority, for the next school year only, to return to the school from which they were transferred ~~unless the unit member is assigned to a Title 1 school in which case the unit member will not be given first priority to return to their prior school site but will be given consideration to return to their prior school site.~~ This return shall be in accordance with §5.10.1.2 **3**.

5.10.2.1 **6** The District will provide this opportunity to the involuntary transferee ~~up until July 15~~ **to fifteen (15) working days before the first student day.**

5.10.2.2 **7** An employee who voluntarily returns to their previous school (per ~~§5.10.2~~ **5.10.1** above) shall retain the remaining two (2) years of protection.

5.10.3 **8**—An employee who accepts a voluntary transfer (other than returning to the school from which they were involuntarily transferred) forfeits their transfer protection rights.

## **5.11 Involuntary Transferee Not Placed in a Permanent Assignment**

5.11.1 An involuntarily transferred unit member who the district has been unable to assign shall be assigned as a substitute.

5.11.2 They shall have all rights and benefits continue as if they were assigned to a permanent position.

5.11.3 Such unit members shall continue to be informed of vacancies as they occur. The district has the right to immediately assign an involuntary transferee, who has not been placed, to any position for which they are qualified.

**5.11.4** If, at any time, a vacancy occurs at an unassigned bargaining unit member's most previous site, for which they are qualified, they shall be offered that position, regardless of seniority in relation to other unassigned bargaining unit members. This return shall be in accordance with §5.10.1.3.

5.11.54 Protection from further involuntary transfer as provided in §5.9 shall begin with assignment to the permanent position.

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

5.12.1 For any action which results in the reassignment of students from one site to another site (i.e., changes in attendance boundaries, grade level reorganization), unit members will be notified within 15 working days of the Board's decision and the following procedures shall apply:

5.12.1.1 Insofar as possible, the same proportion of unit members as students will be transferred to those schools receiving transferred students.

5.12.1.2 After voluntary transfers, should the need still exist for involuntary transfers, the least senior person at the site will be involuntarily transferred. Prior to designating a person to be involuntarily transferred, there will be a review of credentials and qualifications.

5.12.1.3 Unit members subject to involuntary transfer due to boundary changes or grade level reorganization between more than one site shall be so notified in writing no later than March 1.

5.12.1.4 No unit member at the school receiving transferred students will be transferred to accommodate unit members from the school losing students.

5.12.1.5 All positions made available by the reorganization of a school/site will be posted in the school/site affected for no less than ten (10) work days. Interviews for posted positions may commence from the initial posting date.

5.12.1.6 Unit members to be transferred are to initiate a meeting with the principal to review any position(s) for which the unit member is credentialed and interested in those schools receiving transferred students.

- 5.12.1.7 When only one unit member from a school losing students is credentialed and interested in a position, the unit member will be assigned to the position.
- 5.12.1.8 When there are more unit members from one site who are interested in positions than there are positions generated by the number of students from that site, the principal shall interview and select from those unit members.
- 5.12.1.9 When there are two or more unit members from different sites who are interested in a position, the principal shall interview and select from those unit members.
- 5.12.1.10 All applicants for positions shall be notified in writing by the District within five (5) workdays of the final decision. Those not selected shall be entitled to reasons for the denial.
- 5.12.1.11 The unit member may request a review of those reasons by the ~~Executive Director~~, Chief of Human Resources, within three (3) work days of receipt of the statement of reasons. Thereafter, the ~~Executive Director~~, Chief of Human Resources or Designee, shall convene a conference with the principal/program administrator and the unit member who may be represented at the conference by an Association representative.
- 5.12.1.12 All positions and/or unit members affected by changed attendance boundaries or grade level reorganization between more than one site which have not been assigned by March 1 shall be subject to the procedures for voluntary and involuntary transfer as contained in this agreement.

### **5.13 Opening/Reopening a New School**

- 5.13.1 When a new school is to be opened or reopened, the procedures outlined in §5.12 will be followed. In addition, the following procedures will apply for the opening/reopening of a new school:
- 5.13.2 The principal shall place on file in the Human Resources Office ~~Personnel Services~~ the proposed organizational plan of the school.
- 5.13.3 Announcement of all known positions shall be posted in each school no less than ten (10) work days. Interviews for posted positions may commence from the initial posting date.
- 5.13.4 Priority consideration shall be given existing unit members within the District who request placement in the new school.

### **5.14 School Closure/Reconstitutions**

- 5.14.1 When school site(s) are closed or reconstituted, all bargaining unit members, excluding program staff, per §5.6, assigned at the site(s) shall be granted involuntary transfer status. Affected staff shall choose from available positions throughout the district during the involuntary transfer window in order of their district seniority, provided they are qualified and credentialed to teach within a given school's academic structure. (Example: A middle school teacher with a single subject credential may not be appropriately credentialed to teach at a middle school site where a CORE academic structure is in place.)
- 5.14.1.1 When a decision is made to close school site(s), affected members will receive notification within 15 working days of the Board's decision and the following procedures shall apply:
- 5.14.1.2 Members affected by school closure(s) shall receive written notification of their involuntary transfer status no later than March 1 of the final year the school will be open.
- 5.14.1.3 No unit member at the school site(s) receiving transferred students will be transferred to accommodate unit members from school site(s) being closed.
- 5.14.1.4 Seniority ties between teachers from closed site(s) who are interested in the same vacancy during the involuntary transfer window shall be broken by ~~lottery~~ **using the Yearly Random Alphabet and the process described in 5.3.1.2 above.**
- 5.14.1.5 If the district is unable to place unit member(s) who have been involuntarily transferred due to school closures, the procedures outlined in §5.11 shall apply.

## 5.15 Exchange Transfer

- 5.15.1 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.
- 5.15.2 Guidelines for teacher exchange are available from the Human Resources ~~Personnel Services~~ office. Implementation of the exchange will be worked out between all parties in cooperation with the Human Resources ~~Personnel Services~~ office.

*Linda Ortega*  
3-18-22  
MDEA

*John A. [Signature]*  
3-18-22

Possible Tentative Agreement 3/18/2022

DISTRICT LAST BEST AND FINAL OFFER 2/16/2022

MDUSD counterproposal to MDEA 11/17/21

Time: 11:29 am

MDEA Counterproposal of 2021-10-20 to MDUSD

Time: 2:28 pm

MDUSD Proposal to MDEA 10/5/2021

Time: 10:51 am

MDEA Proposal To MDUSD on September 13, 2021

Time: 10:44 am

[District changes for this pass are shown in blue. MDEA language that is not accepted at this time is shown in ~~bold black font~~. Language that has been agreed to by District and MDEA is shown in regular black font in underline or ~~strike-out~~.]

ARTICLE 6

CLASS SIZE

6.1 Class Size

6.1.1 Effective July 1, 2022 2020, in assigning students to classes the following guidelines will be observed:

	Maximum Class Size
TK and K <del>{All Day-360 minutes}</del>	27
TK	32
<u>District will follow state law regarding the adult to student ratio for TK.</u>	
<del><u>The District shall maintain an average transitional kindergarten class enrollment of not more than 24 pupils for each schoolsite. Effective July 1, 2022 the District shall maintain an average adult to pupil ratio of no more than 12 to 1 for TK classes. Effective July 1, 2023 the average adult to pupil ratio shall be no more than 10 to 1 for TK classes.</u></del>	
K	32
1-3	31
<u>TK-3 Combination</u>	<u>30</u>
<u>4 and 5</u>	34
<u>4-5 Combination</u>	<u>31</u>

6-12	37
English	33
Physical Education	45
Elementary Physical Education	45
Choral Music	45
<b><u>Alternative Education caseload or class size</u></b>	<b><u>25</u></b>
<b><u>Continuation</u></b>	<b><u>28</u></b>

**6.1.1.1 Alternative Education includes, but is not limited to, continuation, small necessary, independent study, and home study programs.**

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

6.1.2.1 If the Elementary Physical Education Teacher is absent, and no substitute credentialed teacher is available to cover their absence, preps shall be canceled for all affected teachers, and they shall receive pay for their missed prep(s) per §9.8.2.1.

6.1.2.2 4th and 5th grade SDC students who are mainstreamed for P.E. during a given period shall count toward the class size maximum of forty-five (45) students. An aide from the SDC class, or the SDC teacher, shall accompany the mainstreamed students for the entire P.E. period.

6.1.3 **In so far as practical,** Grade 3-4 combination classes will not be scheduled to ensure all grade 4 students receive the same number of weekly minutes of physical education instruction as their peers in regular grade 4 classrooms, and that all teachers of grade 4 students receive prep time that is equivalent to their upper-grade peers, per §9.8.5.

**6.1.4 Combination classes will not be scheduled in dual language programs.**

**6.1.5 TK/K combination classes will not be scheduled.**

**6.1.6 At the secondary level, classes combining two or more levels (ex. French II/III, Eng. III/ Eng. III Honors) shall not be scheduled without the consent of the bargaining unit member. This consent must be renewed annually.**

6.1.7~~4~~ Teachers at secondary school sites who volunteer to teach during their prep period shall receive one hundred twenty percent (120%) of their salary, regardless of the number of instructional periods at that



school site.

- 6.1.85 At middle schools where core classes include English, the English class size maximum shall be used.
- 6.1.96 The District will attempt in general elementary program to keep combination classes (2 or more grades) from reaching the maximum class size.
- 6.1.96.1 Upon request, the principal/program administrator shall meet with the faculty, department, or affected unit members to review maximum class size situations. The purpose of this review shall be to determine if alternative plans can be developed to avoid reaching maximum class size.
- 6.1.96.2 If such a plan is developed, it shall be made available in writing upon request to affected unit members and the site Association Representative.
- 6.1.96.3 If the principal is unable to find alternatives to avoid exceeding the maximum in a class, they will consult with unit members affected.
- 6.1.107 A class size maximum may be exceeded with the annual consent of the majority of the unit members, during a meeting of the members of the grade level or department affected.
- 6.1.118 Choral and instrumental music maximum class sizes may be exceeded with the concurrence of the majority of the choral and instrumental music teachers at that school site.
- 6.1.129 Agreements made accord with §6.1.7 and §6.1.8 above, shall be in effect for the time stipulated, but in no case longer than the current academic year. Any such agreements shall be provided, upon request, in writing to the affected unit members and the site Association Representative.
- 6.1.130 The full-time assignment for elementary vocal and instrumental music teachers shall be based on serving up to nine (9) classes per day on a regular school day and six (6) classes per day on early-out Wednesdays with a maximum of forty-two (42) classes per week. Staff may exercise flexibility in scheduling the classes to account for variations in the instructional day during the week, not to exceed the maximums stated above.
- 6.1.141 The full-time assignment for elementary library/media teachers shall be based serving up to nine (9) classes per day on a regular school day and six (6) classes per day on early-out Wednesdays with a maximum of forty-two (42) classes per week. Staff may exercise flexibility in scheduling the classes to account for variations in the instructional day during the week, not to exceed the maximums stated above.
- 6.1.152 In so far as practical, class Class sizes for Elementary Library/Media and

vocal and Instrumental Music teachers shall be limited to the established maximum class sizes for the grade level being served.

- 6.1.163 Notwithstanding the maximum class size specified above, no class enrollment may exceed the number of workstations, by school site and lab classroom, per Appendix O which may be revised annually to reflect changes, upon request of either party.
- 6.1.174 A student assigned to a Special Day Class at a TK-5 school, but who is integrated into a general education class for at least one-third (1/3) of the school day, shall be counted as two (2) students in that general education class for purposes of member load. ~~towards the class size maximum.~~  
-Secondary schools shall receive additional staffing based on the District integrated count formula.
- 6.1.185 When in the judgement of the unit member one (1) or more of the students in a class is displaying chronic behavior challenges problem, the principal shall confer with the unit member in regard to class size considerations. Additional support shall be provided which may include behaviorist consultation, additional parent consultation, professional development in behavioral strategies and/or additional classroom personnel assistance. Teachers teaching in mental health collaborative programs and programs serving students with severe autism as defined in §6.2.6 will be required to participate in crisis prevention and response professional development. Such professional development shall not exceed twelve (12) hours in length and shall be paid at the Certificated Hourly Rate, per §14.5.1, or assigned during a regular work day with participating teachers on sub release. Crisis prevention and response professional development training may be offered on a non-work day within the negotiated school calendar; however, attendance at such trainings on non-work days shall not be mandatory.
- 6.1.196 Principals shall make an effort to equalize caseloads/class size and class preparations within grade levels/departments. The reasons for unequal caseloads/class size and class preparations shall be provided in writing to affected unit members upon requests.

~~6.1.20 In Alternative Education settings where teachers are working with both independent study students and on-campus instruction students, each section of on-campus instruction shall be counted as five (5) students toward their caseload maximum of 25. Thus a teacher with two (2) on-campus instruction sections would have an independent study caseload maximum of fifteen (15), three (3) on-campus section would result in an independent study caseload maximum of ten (10), etc. On-campus instruction sections may not exceed a maximum of 25 students.~~

## 6.2 Special Day Class Size and Caseload

- 6.2.1 Teachers of Elementary and Secondary **Mild/Moderate** Special Day Class/~~Non-Severely Handicapped~~ classes shall be assigned a maximum of fifteen (15) students.
- 6.2.2 Teachers of Elementary **and Secondary** Special Day Class/~~Non-Severely Handicapped~~ **Mild to Moderate Support Needs** Extensive Support Needs (Moderate/Severe) classes **including low incidence classes and classes in special centers** shall be assigned a maximum of nine (9) students. **To provide greater flexibility, the maximum of nine (9) may go to ten (10) through the mutual agreement of the teacher, MDEA, and the District with the teacher retaining the right to final approval. During this meeting, there shall be discussion regarding the appropriate mitigation for the increase in class size. If the teacher accepts the 10th student and if mitigation other than an instructional assistant is required, the mitigation must be mutually agreed upon between the teacher and the District.**
- If an instructional assistant is provided as the mitigation, the assistant shall remain with the class as long as the class size remains at ten (10).**
- 6.2.3 Teachers of Secondary Extensive Support Needs (Moderate/Severe) Special Day Class/~~severely handicapped classes~~, including **low incidence classes**, post-secondary, and classes in centers shall be assigned a maximum caseload of eleven (11) students.
- 6.2.4 Teachers of Preschool **Extensive Support Needs** Special Day Class ~~classes/severely handicapped~~, including low incidence classes and classes in centers shall be assigned a maximum of ten (10) students.
- 6.2.5 **Teachers of** Preschool **Mild to Moderate Support Needs** Special Day Class/~~non-severely handicapped~~ **classes** shall be assigned a maximum of twelve (12) students.
- 6.2.6 **An Extensive Support Needs severely handicapped** class is defined as a special day class with at least two-thirds (2/3) of its enrollment composed of students with the following ~~profound~~ disabilities: severe autism (autism classified as requiring substantial or very substantial support to address marked to severe deficits in verbal and non-verbal communication skills, and social impairments, along with markedly repetitive behaviors as identified on level 2 or 3 on the DSM-V criteria), blindness, deafness, severe orthopedic impairments, ~~serious~~ emotional disturbances, and ~~severe~~ intellectual disability.
- 6.2.7 Temporary Overage – one (1) additional student may be assigned provided that the caseload (# of students on the class register) is reduced to the maximum with twenty (20) school days.
- 6.2.8 Before an SDC student is integrated into a general education class, the principal and SDC teacher shall consult with the general education

classroom teacher and take into account the current class size.

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

### **6.3 Other Special Education Class Sizes/Assessment Limits**

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

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

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

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

- 6.3.5 The average caseload for Full Inclusion Facilitators shall be nine (9), with no individual facilitator having a caseload of more than eleven (11). This caseload acknowledges individual student needs and differences as well as provides for travel time and preparation time.

- 6.3.6 Notwithstanding the Special Education class size and caseload limits listed in §6.2 - §6.3.5, teachers shall not be responsible for assessing additional students annually in excess of fifty-five percent (55%) of their maximum caseload size.

e.g., a full time Resource Specialist with a caseload of twenty-eight (28) students shall not assess more than fifteen (15) additional students annually (55% x 28 students = 15 additional annual assessments).

e.g., a full time Resource Specialist with a caseload of twenty (20) students shall not access more than twenty-three (23) additional students (8 plus 55% of 28 = 23 additional annual assessments).

e.g., a full time Resource Specialist with a caseload of twenty (20) special education students and twelve (12) IIST students shall not assess more than seventeen (17) additional students (2 plus 55% of 28 = 18 additional annual assessments).

- 6.3.6.1 Any required assessments which exceed this fifty-five percent (55%) of class size or caseload assessment limit, shall be paid as required by §6.5 below for those teachers who volunteer to take on such additional assessments.

- 6.3.7 Special Education teachers with full caseloads who volunteer to take over case management duties for students in excess of their full-time assignments, due to the lack of appropriately credentialed staff to provide case management services, shall be compensated per §6.5 below.

**6.3.8 ~~Special Day Class teachers shall not be assigned duties related to initial assessments. Special Day Class teachers shall only have assessment duties related to students on their caseload.~~**

**6.3.9 Speech Therapists shall not be responsible for assessing additional students annually in excess of fifty-five percent (55%) of their maximum caseload size.**

#### **6.4 Student Support Personnel Caseloads and Working Conditions**

##### **6.4.1 School Nurse Caseloads**

6.4.1.1 Effective June 30, 2020, the maximum caseload for school nurses shall be ~~twenty-one hundred (2100)~~ twenty-four hundred (2400) students per 1.0 FTE school nurse. The Parties understand that several nurse assignments may have lesser numbers of students given the severity of medical needs at various sites.

**6.4.1.1.1 Every effort shall be made to avoid changing site assignments during the work year. If a nurse's site assignments are caseload is changed during the work year, upon request, they shall be presented with the rationale for the change in writing, with all efforts undertaken to avoid the change.**

**6.4.1.1.2 No school shall have two (2) or more nurses assigned to split the school, unless the school has more than twenty-four hundred (2400) ~~twenty-one hundred (2100)~~ students.**

**6.4.1.1.3 Nurse caseloads will be reassessed on a once monthly basis. The District shall pay nurses for each day that month for caseload overages, at the rate of  $1/2100^{\text{th}}$   $1/2400^{\text{th}}$  of their per diem rate of pay for each student over their caseload ~~twenty-four hundred (2400) (2100)~~ on that caseload reassessment day. This reassessment will take place on the 10<sup>th</sup> of each month, or the work day closest to the 10<sup>th</sup>, so that overages can be reported to payroll by the 20<sup>th</sup> of each month, to be paid out on the 10<sup>th</sup> of the following month. This monthly reassessment shall include all the students currently enrolled in any school site or program within a nurse's job assignment, including students in private school and non-public school settings.**

**6.4.1.1.3.1 A nurse's "per diem rate of pay" is  $1/185$  of a full 1.0 FTE salary at their current step and column placement. (For example, if a nurse is a .6 FTE, and is on step 8 and column IV, their salary is 60% of \$72,443, or \$43,460. Their "per**

diem rate of pay” is 1/185 of the full \$72,443, or \$391.53) [Move to 6.4.2.1.3]

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

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

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

6.4.2.1.2 Existing staff will be allowed to submit work experience for additional placement credit for the 2017-18 school year. Any salary increases resulting from new salary schedule placement will be prospective only (there will not be any retroactive payments).

6.4.2.1.3 At any individual nurse’s request, provide For any nurse that agrees, provide up to ten (10) additional work days at per-diem for school nurses, beyond the current required one hundred eighty-five (185) day work year, or, for part-time nurses, beyond their required work days. Additional per-diem work days require written approval from the supervisor in advance.

6.4.3 School Nurse Emergency Coverage/Vacancy Provision

6.4.3.1 When a school nurse agrees is assigned by their immediate supervisor to cover a meeting/procedure/health assessment, etc. (additional duty) that requires them to travel to a school to which they are not assigned, they shall be paid at the Certificated Hourly rate, per §14.5.1, including travel time to and from additional duty assignment.

6.4.3.2 Nurses who cover the job of another classification, such as performing the duties of a District or agency Licensed Vocational Nurse (LVN), will receive up to three (3) hours of pay in 15-minute increments for actual time worked at the Certificated Hourly Rate, per §14.5.1, regardless of their percentage of employment with the District for each day they cover other employees’ duties, including travel time to another school site, if applicable.

6.4.3.3 Part-time nurses who volunteer to accept a temporary increase in their percentage of employment shall be paid at per-diem when they provide coverage at a school to which they are not regularly assigned (excess coverage). Per-diem pay shall be pro-rated to reflect the portion of the required work day spent in providing excess coverage at a given school site. For example: A nurse on an eighty percent (80%) contract who volunteers to work an extra

day, will be paid their per-diem rate for that extra work day. If they work only half of the extra work day, their pay shall be fifty percent (50%) of their per-diem rate.

#### 6.4.4 Flex Time for Nurse Assigned to Gregory Gardens Assessment Center

6.4.4.1 The Parties recognize that the workload for the Nurse assigned to the Gregory Gardens pre-school program varies significantly during the school year. To address these periods of increased workload the Parties agree that, when circumstances warrant, and with the approval of the Nurse's direct supervisor, they may work longer than required site time during a five work day/work week, and be allowed to offset these periods of additional workload by working fewer hours (flex time) than the required site time during a less impacted school day or week. Flex time shall be scheduled in advance and utilized at times that ensure minimal disruption of the delivery of nursing services to students.

#### 6.4.5 School Nurse Liaison/Coordinator Release Time

6.4.5.1 Starting in 2017-18 the School Nurse Liaison/Coordinator position will have a separate job description and will be posted for internal application only every two (2) years.

~~6.4.5.2 The School Nurse Liaison/Coordinator position will be released fifty percent (50%) eighty percent (80%) one hundred percent (100%).~~

~~6.4.5.3 The individual who is selected must have at least two (2) years of in-District experience as a credentialed school nurse.~~

~~6.4.5.4 The School Nurse Liaison/Coordinator position will have a separate job description which will be posted every two (2) years for internal applicants only. (Above 6.4.5.1?)~~

6.4.5.2 Duties of School Nurse Liaison/Coordinator shall include, but not be limited to, the following:

6.4.5.2.1 The Nurse Liaison/Coordinator will communicate with sites who have an absent nurse to ensure absences are appropriately covered. The Nurse Liaison/Coordinator will receive daily absence reports for school nurses.

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

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

6.4.5.2.4 Coordinate continued coverage for students when a

District nurse is absent.

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

**6.4.6 The Preschool Assessment Center (PAC) is a separate service and a separate position, that requires .85 FTE School Nurse**

**6.4.7 School nurses shall be assigned no more than one school site per day.**

6.4.6 School Counselor Caseload/Site Assignment Limits

6.4.6.1 Counselors assigned to elementary schools shall not be assigned to more than three (3) school sites.

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

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

6.4.6.4 **Every effort shall be made to avoid changing site assignments during the work year. If a counselor's caseload is changed during the work year, upon request, they shall be presented with the rationale for the change in writing. -in writing with all efforts undertaken to avoid the change.**

6.4.7 Initial Placement/Experience Credit for School Counselors

6.4.7.1 The District shall offer credit for the initial placement of school counselors for experience in public or private school, clinical settings and in the criminal justice system up to a total of eleven (11) years. If a counselor presents experience in a setting other than those listed above, the District shall use its discretion in determining whether such experience is relevant for initial salary placement, provided such experience is granted on an equitable basis for all affected school counselors. In no case may a school counselor be initially placed higher than Step 12, Class IV, of the one hundred ninety-five (195) day School Counselor Salary Schedule, attached as Appendix A to this Agreement.

6.4.8 Lead School Counselors/Equity Counselors

6.4.8.1 Effective the 2017-18 school year, a Lead School Counselor position will be established.

6.4.8.2 The Lead School Counselor(s) position will be released twenty percent (20%). The twenty percent (20%) may be divided among levels and between different unit members.



- 6.4.8.3 The individual who is selected must have at least two (2) years of in-District experience as a counselor.
  - 6.4.8.4 The Lead School Counselor position will have a separate job description which will be posted every two (2) years for internal applicants only.
  - 6.4.8.5 Lead Counselors and Equity Counselors shall have return rights to a position as a counselor at their school of origination. If there is no open position, a position will be created by an involuntary transfer of the least senior counselor.
- 6.4.9 Standard Work Year for School Counselors
- 6.4.9.1 The Standard Work Year (SWY) for school counselors shall be one hundred ninety-five (195) workdays. The SWY shall include the five (5) workdays immediately prior to the first required teacher work day for returning teachers, and five (5) workdays to be performed immediately following the last student day of the school year.
  - 6.4.9.2 Through agreement between the counselor and their immediate supervisor, the SWY may be modified to accommodate the counselor's attendance on student walk-through day(s), or other agreed upon activities scheduled prior to the beginning of the teacher work year, or after the student instructional year concludes.
  - 6.4.9.3 Any additional modification(s) of the one hundred ninety-five (195) day SWY shall be reached through agreement between individual counselors and the Principal, Counseling Program Administrator or designee.
  - 6.4.9.4 If no agreement on modifications to the Standard one hundred ninety-five (195) day counselor work year can be reached between individual counselors and the Principal, Counseling Program Administrator, or designee, then the counselor will work the one hundred ninety-five (195) day SWY described in §6.4.9.1.
  - 6.4.9.5 Additional work year modifications(s) may be agreed upon by individual counselors and the Principal, Counseling Program Administrator or designee, to address emergency situations, or when schedule flexibility is required due to periods of increased workload or other issues specific to that school site.
  - 6.4.9.6 In no case shall a full-time counselor work less than the required one hundred ninety-five (195) day counselor work year, nor shall they be directed to modify the one hundred ninety-five (195) SWY for counselors if no agreement on such modification(s) can be reached between the individual counselor and the Principal, Counseling Program Administrator, or designee.

- 6.4.9.7 Counselors may not receive credit for a required workday when attending a conference on a weekend, or other non-workday, if the District covers any cost for such conference attendance (e.g., transportation, lodging, meals, etc.).
- 6.4.9.8 Professional development offered to counselors on the three (3) Districtwide non-student days during the teacher work year shall be consistent with the goal of continuous improvement of the school counseling program.
- 6.4.9.9 Counselors shall attend all non-student days required of classroom teaches on one hundred eighty-five (185) day contracts prior to the first student day, unless a work year modification agreement has been reached with their site administrator.
- 6.4.9.10 Counselors shall have complete discretion over the use of their time on the one (1) District-wide staff preparation day, prior to the first student day, per §7.1.6.
- 6.4.10 Workday Flexibility for School Counselors
  - 6.4.10.1 Counselors may flex their workdays through agreement with their site administrator under the following circumstances:
    - 6.4.10.1.1 Two (2) or more of the ten (10) additional workdays required of school counselors beyond the one hundred eighty-five (185) day teacher work year, may be performed in full, or partial-day increments over the course of the year.
    - 6.4.10.1.2 When counselors agree to attend evening events beyond those required in §9.3.1 (i.e., Back-to-School and Open House), time spent at those events be accrued toward the required one hundred ninety-five (195) counselor workdays.
    - 6.4.10.1.3 Through agreement with their site administrator, counselors may attend up to two (2) evening events in lieu of Back-to-School or Open House, to fulfill the evening events requirement, per §9.3.1. The "substitute evening events" may be assigned without any additional compensation.
    - 6.4.10.1.4 Counselors who elect not to bank time toward the required one hundred ninety-five (195) counselor workdays, may elect to be paid at the Certificated Hourly Rate, rounded to the nearest quarter hour, per §14.5.1, for their attendance at evening events beyond the two (2) mandatory evening events (i.e., back to school and open house)

required in §9.3.1, to which they may be assigned without additional pay.

6.4.10.1.5 With administrative approval counselors may periodically utilize "flex time," (i.e., arrive later than their normal scheduled arrival time, or leave prior to the end of site time), or when schedule flexibility is required due to periods of increased workload or other issues specific to that site.

6.4.10.1.6 Flex time shall only be approved when the counselor's absence will have minimal impact on the delivery of counseling services to students; however, no counselor shall be unreasonably excluded from utilizing flex time.

#### 6.4.11 Lead Speech Language Pathologist/Extended School Year Positions

6.4.11.1 A twenty percent (20%) release Lead Speech Pathologist position will be implemented effective the start of the 2017-18 school year.

6.4.11.1.1 The Lead Speech Pathologist's caseload shall be eighty percent (80%) of a full-time Speech Pathologist's maximum caseload of fifty-five (55) students (i.e., 55 students X .80 = 44 students).

6.4.11.2 The individual who is selected for the Lead Speech Language Pathologist position must have at least three (3) years of in-District experience as a Speech Language Pathologist (SLP) and will perform, in combination with their workload as a Speech Language Pathologist, duties which include, but are not limited to the following:

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

6.4.11.2.2 Serve as a liaison between District SLPs and Administration.

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

6.4.11.2.4 Represent district SLPs at the annual review of MediCal funds.

#### 6.4.12 207-Day Extended School Year Speech Pathologists

6.4.12.1 Effective with the start of the 2016-17 school year, four (4) additional two hundred seven (207) day work year Speech Pathologist positions will be added positions for Speech

Pathologists.

6.4.12.1.1 These additional four (4) two hundred seven (207) day positions shall be offered to current Speech Pathologist in order of their District seniority.

6.4.12.1.2 Should the District be unable to fill the two hundred seven (207) day extended year positions, additional Speech Pathologists may be hired on an hourly basis and compensated at the Summer School Hourly Rate, per §14.5.2.1.

6.4.12.2 All additional required workdays of Speech Pathologists on two hundred seven (207) day contracts shall be performed in the Extended School Year Program.

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

## 6.5 Class Size/Caseload Overage Compensation

6.5.1 General education teachers in grade 6-12 who volunteer may accept up to five (5) additional students (excess students) beyond current maximum class sizes, by level, per Article 6 - §6.1.1 and shall receive pay for each additional student for each day these additional student(s) are enrolled in an affected teacher's class, whether or not the student(s) are present.

~~Teacher's Assistants (TAs) will only be assigned to bargaining unit members who volunteer to accept them.~~

~~Class size maximum: Teacher Assistants (TAs) shall not be counted towards class size overages.~~

6.5.2 General Education teachers in grades TK through 5, may volunteer for up to five (5) additional students and shall receive pay for each additional student up to five (5) for each day these additional student(s) are enrolled in an affected teacher's class, whether or not the student(s) are present.

6.5.3 Overage rates shall be based on percentages of the annual salary listed in Step One, Column One of the one hundred eighty-five (185) day Salary Schedule. For 2019-20, Step One, Column One annual salary is \$53,339.

6.5.4 Elementary teachers shall receive \$25.28 per excess student per day (0.0474% of Step One, Column One).

6.5.5 General Education teachers at secondary sites shall receive \$5.05 per student (\$25.28 / 5 instructional periods) per period for each excess student, regardless of the number of instructional periods at that school site.

6.5.6 Special Education teachers who volunteer to take excess student(s) shall receive overage compensation depending on their class size/caseload maximums as follows:

- 6.5.6.1 Elementary Special Day Classes with a class size limit of 9 –\$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.
- 6.5.6.2 Elementary Special Day Classes with a class size limit of ten (10) – \$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.
- 6.5.6.3 Secondary Special Day Classes, or Full Inclusion Facilitators, with a class size/caseload limit of eleven (11) – \$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.
- 6.5.6.4 Preschool Special Day Classes with a class size limit of twelve (12) – \$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.
- 6.5.6.5 Elementary and Secondary Special Day Classes/Non-Severely Handicapped Classes with a class size limit of fifteen (15) – \$50.51 (0.0947% of Step One, Column One) for a maximum of one (1) additional student.
- 6.5.6.6 Adaptive P.E. elementary with class size of eighteen (18) – \$50.51 (0.0947%) of Step One, Column One) for a maximum of one (1) additional student.
- 6.5.6.7 Adaptive P.E. middle and high school with class size of twenty (20) – \$50.51 (0.0947% of Step One, Column One) for a maximum of one (1) additional student.
- 6.5.6.8 Resource Specialists at elementary and secondary sites with caseloads of twenty-eight (28) - \$50.51 (0.0947% of Step One, Column One) for a maximum of two (2) additional students.
- 6.5.6.9 Speech Pathologists at elementary and secondary sites with caseloads of fifty-five (55) – \$25.28 for each time an additional student is seen beyond their contractual caseload (0.474% of Step One, Column One).
- 6.5.6.10 Additional work associated with excess Special Education students shall be compensated per the terms of Appendix "P" "Special Education Caseload Overage Special Compensation".  
Teachers who accept additional student(s) on their caseloads, within the limits established above, shall receive one hundred ninety-two dollars (\$192) per student per month, plus the agreed upon rates for additional duties, i.e., triennials IEPs seven hundred four dollars (\$704), annual/other IEPs five hundred twelve dollars (\$512) and special/30-day placement IEPs three hundred fifty-two dollars (\$352).

6.5.7 For members who volunteer to accept class size/caseload relief, such relief shall be paid retroactive to the first day after the balancing period or the first day an overage occurs after the end of the balancing period and shall be provided prospectively until the affected class size/caseload is brought into alignment with the contractual maximums, by program area.

**6.6 Class Size Balancing Period**

6.6.1 All of the foregoing class size and caseload maximums set forth in this Article shall apply and be enforceable after the first eighteen (18) student days. This eighteen (18) day delay in the Association or individual member filing a grievance for class size overages shall be in effect at the beginning of each school year, and at the beginning of each semester at the secondary level. The parties agree that any Association or individual grievance(s) for overages which still exist on or after student day nineteen (19), shall be filed at Step II. The District shall have fifteen (15) workdays from the receipt of the grievance to respond.

*Linda Ortega*

3-18-22

MDEA

*John J. [Signature]*

3-18-22

**TENTATIVE AGREEMENT—March 17, 2022**

**DISTRICT LAST BEST AND FINAL OFFER 2/16/2022**

MDEA Counterproposal of 2021-12-10 to	1:57pm
MDUSD Counterproposal to MDEA 11/17/21	9:26 am
MDEA Counterproposal of 2021-10-28	12:48pm
MDUSD Counterproposal to MDEA as of 10/20/21	10:54pm
MDEA Counterproposal of 2021-10-05 to MDUSD	3:44pm
MDUSD Proposal to MDEA on 9-24-21	11:34am
MDEA Proposal to MDUSD on 9-13-2021	11:14am

**ARTICLE 7  
WORK YEAR**

**7.1 Length**

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

7.1.1.1 For returning bargaining unit members, five (5) non-student days.

7.1.1.2 For unit members new to the District, seven (7) additional required non-student days, five (5) of which shall be part of the required work year based on their step and class placement; however, the additional two (2) workdays required of new unit members shall be paid at the bargaining unit member's per diem rate

~~\_\_\_\_\_~~ Activities on the additional two (2) workdays required of new unit members shall be at the District's discretion.

**7.1.1.3 For all bargaining unit members new to the District who are assigned to a Title I site, one (1) additional day, which shall be on the weekday immediately preceding the first "unit member new to the District" work day in 7.1.1.2 above. This day shall be a districtwide professional development to be called the "MDUSD Title I Professional Development Academy." The District shall award a certificate of completion to all bargaining unit members upon completion of the "MDUSD Title I Professional Development Academy." Any returning bargaining unit member assigned to a Title I site will may attend the "MDUSD Title I Professional Development Academy" once and receive their per diem rate for that day. Bargaining unit members new to the District required to attend the Academy shall be paid at the Certificated Hourly Rate for this additional day, per Section 14.5.1.1 of the Agreement, their per diem rate for this work day. The specific content of the "MDUSD Title I Professional Development Academy" shall be at the District's discretion and offered, provided the District continues to receives an adequate level of Title I funding.**

7.1.2 The length of the work year for school counselors will be one hundred ninety-five (195) days.

7.1.3 The length of the work year for speech and language pathologists who elect to work in the Extended School Year (ESY) program will be two hundred seven (207) days, or the number of work days that is proportional to their percentage of employment, based on a 207-day work year.

4. All work years referenced above shall reflect the requirements listed in §7.1.1 - §7.1.1.2, and shall be specified in the school calendars appearing in Appendix C.

5. Four (4) of the non-student days required of both returning and new unit members, regardless of the length of their respective work years, shall be designated as staff development days, the use of which shall be at the District's discretion. The scheduling of these four (4) staff development days shall be subject to negotiations between parties.

6. One (1) of the non-student days required of all unit members, regardless of the length of their work year, shall be designated as a staff preparation day, the use of which shall be solely at the unit members' discretion. This preparation day shall be scheduled after the required work year begins but prior to the start of the instructional year, as determined through negotiations between the parties.

7. Beginning with the 2020-2021 school year, a three (3) hour block of uninterrupted time, with access to District technology, shall be provided to all bargaining unit members on either of the two (2) District-controlled or Principal-controlled days that fall during the first three (3) workdays to complete the annual on-line mandatory trainings, during District-controlled or Principal-controlled time, unless an emergency occurs. Principals and District Administrators may not assign any duties to unit members who complete the mandatory trainings in less than the three (3) hour block of time that has been allocated.

7.1.7.1 Unit members hired after the beginning of the school year, or unit members who did not attend any portion of the mandatory training during the first three (3) days of the work year, will have twenty (20) workdays after their date of hire or return to work to complete the online mandated trainings during District-controlled or Principal-controlled time, within the required site time, by level, per section 9.1.1. Unit members who complete the mandatory online trainings in less time than the three (3) hours of time that has been allocated for this purpose, shall resume the regular required duties.

~~7.1.8 Beginning in 2022-2023, the District shall ensure that all bargaining unit members, including, but not limited to, classroom teachers, nurses, counselors, librarians, SDC teachers, SLPs, Resource Specialist, but excluding TOSAs, have access to professional development opportunities relevant to their job title/ assignment during the four (4) professional development days in Article 7.1.5. This includes their ability to be a participant for the entirety of these four (4) days, and to not be required to be a presenter. Any of these bargaining unit members who presents during these four days shall have the opportunity for an equal amount of professional development elsewhere in their work year. The District shall ensure that TOSAs receive at least four (4) professional development days elsewhere in their work year.~~



*DM*

MDUSD counterproposal to MDEA 10/20/2021@ 2:17 a.m/p.m.

**MDEA Counterproposal of 2021-10-20 to MDUSD at 11:31 am**

MDUSD counterproposal to MDEA 10/5/2021@ 2:17 p.m.

MDEA Counterproposal of 2021-09-29 to Time: 11 a.m.

MDUSD Proposal as of 9/14/2021 at 10:19 a.m.

**ARTICLE 8**

**JOB SHARE PROGRAM**

**8.1 Job Sharing**

- 8.1.1 Job sharing is a plan whereby two (2) unit members share the full responsibilities for one (1) identifiable full-time position.
- 8.1.2 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 permanent status to the part-time positions for the term of the job share arrangement.
- 8.1.3 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.
- 8.1.4 The purchase of medical benefits for job share partners shall be in accordance with the rules and regulations of CalPERS.
  - 8.1.4.1 The purchase of dental and vision benefits for job share partners shall be in accordance with the rules and regulations of Schools Self Insurance of Contra Costa County.
- 8.1.5 Job share teams shall be comprised of permanent employees with two exceptions:
  - a. Retired teachers when such arrangements are not complicated by rehire rules following layoff; and
  - b. There may be situations where, due to the illness or injury of one, or both parties to a job share team, temporary employee(s) may be hired to complete a given school year. When such situations occur, the term of employment for the temporary employee(s) shall not exceed the remainder of the school year when such illness or injury occurs. If a job share partner will be absent for the extended period (more than one (1) school year) due to illness or injury, the job share arrangement shall be deemed terminated. The remaining partner shall have the option of taking the position formerly shared full-time, requesting a leave for the following school year or seeking a new partner. The new partnership shall be considered a new job share and the participants shall follow

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the procedures and timelines outlined in § 8.1.6, §8.1.16 and §8.1.17, or in §8.1.11, if an extended absence due to illness or injury occurs outside the normal timeline for job share formations.

- 8.1.6 Mutual agreement between the two (2) unit members, the immediate supervisor, and the ~~Executive Director-Chief / and/or Director of,~~ Human Resources is required before the plan can be implemented. In the event the District withholds agreement, the reasons for such rejection shall be put in writing and furnished to the two unit members.
  - 8.1.7 Article 5, Transfer, shall not apply to any transfers required to implement this provision.
  - 8.1.8 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.
  - 8.1.9 Evaluation of participants shall be as prescribed by Article 11.
  - 8.1.10 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, including terminations effected by layoff, the job-sharing participants affected shall revert to the full or part-time status held prior to such job-sharing. Should this termination of the job-sharing result in a member going from a non-benefited position to a benefited position, the member must contact the District Benefits Specialist in order to enroll for medical, dental and vision benefits.
  - 8.1.11 With District approval a unit member may withdraw from job-sharing and be reinstated to their former full or part-time permanent status, if so qualified. In determining placement of the unit member or unit members giving up job-sharing, the most senior shall have preference for the job formerly shared. The remaining partner shall not lose their priority as an ongoing job share and is exempt from §8.1.16 and §8.1.17. If the job share termination falls within the District transfer timeline, the less senior partner shall, at their discretion, become an involuntary transfer at the same percentage of employment held prior to the job share, or may seek a new job share partner for the remaining term of the approved job share. If the termination occurs outside the District transfer timeline, the remaining partner may seek a new job share partner for the remainder of the term of the approved job share, provided a new partner is located at least fifteen (15) working days prior to the beginning of the subsequent
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school year. If a new partner cannot be found, the less senior partner shall be assigned to a vacancy, be granted a leave of absence for the following school year, if requested, or shall be assigned as a day-to-day sub, as per §5.15. If partners in a dissolving job share have the same seniority date, seniority shall be determined by lottery.

- 8.1.12 If one of the participants in a job share retires, leaves employment with or is separated from employment with the District, laid-off or dies, the remaining partner may accept the position full time or go through the process for forming a new job share partnership for the remainder of the term of the approved job share, as outlined in §8.1.11. In the case of retirement or death, the remaining partner does not lose their priority as an ongoing job share and is exempt from §8.1.16 and §8.1.17.
- 8.1.13 In January, the Personnel Human Resource Office will send out a survey to principals to determine which job share partnerships will continue the following year.
- 8.1.14 In January, the Executive Director Chief and/or Director, Human Resources will hold an informational meeting to review Article 8 of the collective bargaining agreement. The potential impact of layoff will be reviewed at the meeting.
- 8.1.15 From February 1 through February 15 28, the Personnel Human Resources Office will accept plans for new Job Share participants. These plans must be completed in accordance with the procedures outlined in §8.1.6.
- 8.1.16 By February 22 February 28, March 7, if needed, the Executive Director Chief and/or Director, Human Resources and the President of MDEA will create by lottery a numerical order for implementation of new Job Share partnerships up to the maximum number stipulated in § 8.1.2024.
- 8.1.17 Similar to transfers, job share site assignments must be made no later than July 15 fifteen (15) working days before the first student day.
- 8.1.18 No certificated position within the bargaining unit shall be unreasonably excluded from the job-sharing program.
- 8.1.19 An individual may remain in a job share for no longer than five (5) consecutive years. Year one for each individual in a job share will be the first year in which an approved job share is implemented.  
After five (5) consecutive years an individual or job share partners would need to reapply in accordance with §8.1.6, 8.1.16 and 8.1.17.
- 8.1.19.1 The exception to 8.1.19 is a job share team where one or both of the partners are participating in the "WillieBrown" program. Partners shall be limited to the term of the "Willie-Brown." If a non-"Willie-Brown" partner leaves the job share, the new partner will be limited to the term remaining on the original "Willie Brown"

partner.

8.1.20 The number of job share positions filled by partners who are permanent shall not exceed forty (40). Three (3) additional job share team(s) in a recognized statewide shortage area may be approved by the District. Through mutual agreement the number of job share partnerships in a recognized statewide shortage area may be increased beyond three (3).

8.1.21 Job share arrangements which include a schedule or plan by which one or more of the partners will work in the fall and spring intervention program shall not count towards the established cap or the term limit established in 8.1.2024.

8.1.21.1 If the parties do not participate in the fall and spring intervention program in a subsequent year, they shall be required to re-apply for a new job share assignment which will be counted towards the cap.

8.1.21.2 All other relevant sections of this Article apply.

*Linda Ortega*  
for MDEA  
10-20-21

*John J. [Signature]* 10/20/21

Possible Tentative Agreement 3/18/2022

DISTRICT LAST BEST AND FINAL OFFER	2/16/2022
MDEA Counterproposal of 2021-11-17 of	Time: 5:05pm
MDUSD Counterproposal to MDEA 11/17/21	Time: 1:50 p.m.
MDEA Counterproposal of 2021-10-28 to	12:52pm
MDUSD Counterproposal to MDEA as of 10/20/21	3:06 p.m.
MDEA Counterproposal of 2021-10-05 to MDUSD	1:33 pm
MDUSD Proposal as of 9/14/2021	10:28 a.m.

**ARTICLE 9**

**HOURS**

**9.1 Site Time**

9.1.1

Unit members shall report to their work site fifteen (15) minutes before regular classes begin and shall remain at their work site in accord with the following minimum daily requirements:

~~415~~ 435 Minutes - Infant Ed., Preschool, TK-5

~~420~~ 435 Minutes - 6-8

435 Minutes - 9-12

9.1.2 The fifteen (15) minutes set forth above is included in the required site time provided for all instructional levels., as is the fifteen (15) minutes following students' dismissal at all levels.

9.1.2.1 A list of when site time begins and ends at all school sites shall be compiled and can be obtained by MDEA Leadership from an appropriate Director, Chief or Assistant Superintendent by one (1) week prior to the first day of school. This list shall be updated annually to reflect any schedule adjustments which are made according to the procedures outlined in §9.1.3 - §9.1.4, below.

9.1.3 Faculties, by majority vote and with administrative approval, may make the following adjustments within the established site time:

9.1.3.1 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," "extreme weather condition", "smoke days", or Superintendent or designee declared emergencies; however, at least thirty (30) minutes of the lunch period shall be duty free and uninterrupted. Any extension of the minimum 30-minute duty-free lunch, at all levels, shall extend the required

site time, by level, by the same number of minutes added to the minimum 30-minute duty free lunch period at that school site.

9.1.3.1.1 each school site administrator shall meet and confer with the site leadership team, before submitting the school site safety plan, to develop a set of guidelines to ensure a minimum 30-minute lunch and the safety of the students in the event of "rainy day session", extreme weather condition, "smoke days", or Superintendent or designee declared emergencies.

9.1.3.2 extend at the middle school level, the ~~435~~ **420** minute site time up to fifteen (15) minutes to provide for a brunch break. Middle school sites that incorporate a brunch period shall extend their required site time by the same number of minutes as the length of that brunch period.

9.1.3.3 vary the length of their instructional day (i.e. extending the instructional day for any four (4) days of the week so as to provide reduced instructional time for the fifth day) to provide time for planning, staff development, or other mutually agreed to activities;


9.1.3.4 extend, in grades 4 and 5, the site time to accommodate a slip schedule of fifty (50) minutes.

9.1.4 No such adjustment(s) shall reduce site time and may in fact increase site time. The intent of this section is to provide flexibility in accord with the needs of a school or program. In §9.1.3.1, §9.1.3.2, §9.1.3.3 and §9.1.3.4 above, **determination must be made by May 15 of the preceding year.** These determinations may also be reviewed annually at each site and may be modified by the same process used in making the initial determination.

9.1.5 The schedule adjustment procedure outlined in §9.1.3 - §9.1.4 does not apply to decisions requiring contract exceptions.

9.1.6 The MDEA and MDUSD negotiating teams believe that modification of existing K-3 SLIP programs would be most effective if achieved by consensus of affected staff and principals. This statement of belief is not a grievable matter.

9.1.7 Upon request, agreements made pursuant to this section shall be provided in writing to affected unit members and the site Association Representative.

9.1.8 A kindergarten teacher ~~may be assigned~~ **shall not be required** to teach ~~or support students after the departure of Kindergarten students but within the teacher workday in~~ **the reading recovery program** as a condition of ~~being~~ **being** a kindergarten teacher 

May be assigned to support students after the departure of kindergarten students and within the teacher workday.

9.1.9 Elementary sites that have voted to bank instructional time four (4) days per week to provide an early student release day on the fifth day, per §9.1.3.3 above, shall have discretion over the use of half of the early release days each month, per the terms of the "Allocating Time on Elementary Early Release Days" MOU, attached as Appendix Q to this Agreement.

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

9.1.9.2 Principals, with five (5) days advance notice, may repurpose early out days, the use of which are subject to teachers' professional discretion and scheduled for individual planning or grade level collaboration, respectively, and use these day(s) at the Principal's discretion, provided such repurposing does not result in a net loss in the number of days available per month for both individual teacher planning and grade level collaboration. If the repurposing of the early out day occurs at the end of the month resulting in a net loss that month in the number of days available for both individual teacher planning and grade level collaboration, then the first available early out day that had been scheduled at the Principal's discretion will be rescheduled for teacher planning and/or grade level collaboration.

## 9.2 Additional Duties

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

### 9.2.1.1 Site meetings

#### 9.2.1.1.1 Elementary sites

- Four (4) meetings per month on early-out Wednesdays.
- The agenda for two (2) of these four (4) monthly meetings is at principals' discretion and shall not exceed ninety (90) minutes in total length.
- The agenda for one (1) of these four (4) monthly meetings is at the discretion of individual teachers and shall be used for preparation/planning, not to exceed sixty (60) minutes in total length.

- The agenda for one (1) of these four (4) monthly meetings is for teacher-controlled grade level collaboration/planning, as determined by teachers at that grade level, not to exceed sixty (60) minutes in total length.
- Principals may collaborate with teachers at grade level regarding the agenda on the one (1) monthly teacher collaboration day but may not impose an agenda. Once an agenda has been determined, teachers will make informal notes on the agenda indicating what was discussed and will forward these notes to the site Principal—**upon request**.

#### 9.2.1.1.2 Secondary sites

- Four (4) monthly meetings per month.
- The agenda for two (2) of these monthly meetings shall be at the discretion of the site principal.
- At secondary sites with early out schedules, each of the two (2) principal discretion staff meetings shall not exceed ninety (90) minutes in total length.
- At secondary sites with non early-out day schedules, each of the two (2) monthly principal discretion staff meetings shall not exceed required site time by more than ninety (90) minutes.
- The agenda for one (1) of the four (4) monthly meetings is for individual teacher planning/preparation and shall not exceed sixty (60) minutes in total length.
- The agenda for one (1) of the four (4) monthly meetings is for teacher collaboration which shall not exceed sixty (60) minutes in total length and which may be used for department, PLC, or other department activities, as determined by the teachers in that department or subject-alike area. Principals may collaborate with teachers by department or program regarding the agenda on the one (1) monthly teacher collaboration day but may not impose an agenda.
- Once an agenda has been determined, teachers will make informal notes on the agenda indicating what was discussed and will forward these notes to the Principal upon request.
- During a WASC year, or during a time when a site is undergoing a reorganization, normally scheduled staff meetings may be repurposed to address concerns specific to that school site during that academic year, within the following limitations:
  - To comply with site time and instructional minutes requirements, some high school sites have adopted schedules which exceed contractual site time. To mitigate the impact of working longer than required site time, staff



at affected schools shall be allowed to leave with the students on one (1) teacher discretionary day per month. This monthly early release teacher discretionary day may not be repurposed by the Principal.

- o As further mitigation for daily schedules which exceed site time, high school staffs may leave school with the students on the six (6) days per year which are scheduled for students' final exams. As such, no mandatory meetings may be scheduled on student final exam days or on one (1) teacher discretionary day per month.

#### 9.2.1.2 Parent Student Conferences

#### 9.2.1.3 I.E.P.

#### 9.2.1.4 S.S.T.

9.2.1.5 Given unforeseen circumstances or emergency situations, the site principal may call a site meeting not to exceed sixty (60) minutes.

#### 9.2.1.6 Supervision Duties

9.2.1.6.1 Beginning the 2020-21 school year, insofar as practical, supervision/duties at all elementary school sites shall be assigned equitably, so that members at one school site shall not be required to perform more supervision/duties assignments per week, than their colleagues assigned to other elementary school site(s). The standard for supervision/duties shall be no more than one hundred twenty (120) minutes total, in every two (2) week period, while school is in session, for bargaining unit members who spend a majority of the week at that site. ~~For members who do not spend the majority of time at a school site, or for any site where members work part time, these members will not be assigned a larger block of duty time than any other member performs in any one day for supervision duty at that same site.~~ The scheduling of these one hundred twenty (120) minutes of standard supervision/duties shall be at the discretion of **the** site administrator.

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

9.2.3 Effective January 1, 2020, unit members shall be paid at the Certificated Hourly Rate per §14.5.1, for the total time spent on a given workday for IEP and/or 504 meetings that extend more than seventy-five (75) minutes after the applicable required site time. (see §9.1.1)

### **9.3 Evening**

9.3.1 Unit members may be assigned the following evening activities without additional compensation:

Back-to-School, once per year

Open House, once per year

9.3.2 Unit members with multisite assignments shall be required to attend no more than a total of two (2) of these events per year.

9.3.3 Evening assignments for College Night/Freshman orientation shall be compensated per §15.1.1.

9.3.4 Scheduling of such evening duties shall be done as far in advance as possible but under no circumstances with less than forty-eight (48) hours' notice.

### **9.4 Equalized Workload**

9.4.1 The total workload of additional duties shall be equalized among all unit members at each site **who spend a majority of the week at that site**, insofar as practical.

9.4.2 Insofar as practical, at secondary sites the number of different classes/levels assigned to probationary teachers shall be limited to no more than three (3). Insofar as practical, the number of different classes shall be assigned equally among all secondary teachers within a given department to distribute the additional workload associated with preparing for multiple classes/levels.

### **9.5 Faculty Meeting Agenda**

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

### **9.6 Lunch Period**

9.6.1 All unit members shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes. The thirty (30) minute duty-free lunch is included within the required site time.

### **9.7 Relief Periods**

9.7.1 On regular school days (not modified or minimum) at that work site unit members in grades 1-3 shall be entitled to three (3) relief periods of at least ten (10) minutes each, per day, at least two (2) of which shall be duty free. Schools which do not have a slip schedule shall give two (2) such relief periods, one (1) of which shall be duty free. Upon a majority vote of the faculty and with consent of the principal, two (2) relief periods can be combined to create a longer relief.

9.7.2. For grades TK through 5 at elementary school sites, relief periods of at least ten (10) minutes shall be provided to assure that no unit member shall be required to work with children for more than two (2) hours consecutively.

## 9.8 Preparation Period

9.8.1 Unit members assigned to a middle school or a high school shall be entitled to a daily preparation period equivalent in length to a regular instruction period in that school unless the middle or high school has an approved block schedule in place pursuant to section 9.10. In the event that instructional periods must be shortened during the day, effort shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

9.8.1.1 Secondary Resource teachers shall have an additional daily period equal in length to a regular class period at their school site for testing / assessment / case-management / IEP purposes. At school sites on block schedules these additional periods shall be equivalent to ten (10) traditional schedule instructional periods over a two (2) week period.

9.8.1.2 Secondary SDC teachers who are assigned to a departmentalized model in mild to moderate program shall have an additional daily period equal in length to a regular class period at their school site for testing / assessment / case-management / IEP purposes. At school sites on block schedules these additional periods shall be equivalent to ten (10) traditional schedule instructional periods over a two (2) week period.

9.8.2 The principal shall, whenever possible, rotate the substituting on an equal basis among unit members during the school year within assigned periods of time if a substitute is unavailable because of emergencies as described in §19.2.14. Whenever a unit member is required by the site administrator to cover a class, the unit member shall be offered the following:

9.8.2.1 A teacher shall receive pay when they cover a class. For a regular secondary period, they shall be paid ~~fifty-two dollars (\$52) thirty-six (\$36.00)~~ per period. For a secondary block schedule period, they shall be paid ~~one hundred and five dollars (\$105) seventy-two (\$72.00)~~ per block period. For an elementary teacher, they shall be paid ~~fifty-two dollars (\$52) thirty-six (\$36.00)~~. These increased rates shall become effective on January 1st of the 2016-2017 school year as a permanent change, unless and until the parties negotiate different language. Annually, these rates shall increase by the same percentage increase applied to the salary schedule, if any.

9.8.3 If at a TK-5 site a substitute is unavailable because of an emergency as described in §19.2.14 and the students in the uncovered class are distributed to other classrooms, the teachers shall be compensated with each affected teacher receiving an allocation of money as follows:

- ~~\$108 \$153~~ dollars when all students are distributed to one (1) classroom for up to three (3) hours per day

- ~~\$216-\$306~~ when all students are distributed to one (1) classroom for more than three (3) hours per day
- ~~\$108-\$153~~ split **evenly** between two teachers when students are distributed to two (2) classrooms for up to three (3) hours per day
- ~~\$216-\$306~~ split **evenly** between two (2) teachers when students are distributed to two (2) classrooms for more than three (3) hours per day
- No less than ~~\$50-\$71~~ per affected teacher if students are divided between **more than two (2) or more classrooms for up to three (3) hours per day**
- ~~No less than \$100-\$142~~ **per affected teacher if students are divided between more than two (2) classrooms teachers for more than three (3) hours per day**

9.8.3.1 In so far as practical, general education students shall not be distributed to SDC classrooms, and vice versa.

~~9.8.4 Annually, these rates shall increase by the same percentage increase applied to the salary schedule. The amounts in 9.8.3.1 and 9.8.3.2 above shall be increased by an equal percentage any time the District increases the "Daily Rate" substitute rates.~~

**9.8.54** Secondary Library Media Teachers shall be entitled to a daily preparation period equivalent in length to a regular instructional period in the school in which they are employed unless the middle or high school has an approved block schedule in place pursuant to section 9.10.

**9.8.65** General education elementary classroom teachers, including elementary 4th and 5th grade prep providers, shall be entitled to one hundred eighty (180) minutes of preparation time in every two (2) week period. One hundred twenty (120) minutes of these one hundred eighty (180) minutes shall be scheduled during the student instructional day. In the event that the instructional day and/or instructional week are shortened, efforts shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

**9.8.65.1** TK/K teachers working at a site with an instructional day of at least three hundred sixty (360) minutes shall receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of preparation time in every two-week period during their student instructional day. TK/K teachers working at a site with an instructional day less than three hundred sixty (360) minutes may receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of preparation time outside of their student instructional day; however, all 180 minutes of TK/K preparation time must be scheduled within required site time.

9.8. **65.2** TK/K elementary preparation time for teachers on an all-day schedule of at least three hundred sixty (360) minutes shall be provided in blocks of time equivalent to other elementary classroom teachers who receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of prep in every two (2) week period within the student instructional day. TK/K teachers at sites with slip schedules may receive their 180 minutes of preparation time over every two (2) week period in blocks of no less than twenty-two (22) minutes, due to time constraints associated with slip schedules.

9.8. **65.3** Effective with the start of the 2000-01 school year, fourth and fifth grade general education elementary classroom teachers shall be entitled to an additional one hundred twenty (120) minutes of preparation time in every two (2) week period. This additional preparation time is to be scheduled during the student instructional day. This preparation time is intended to assist teachers who do not have a 20:1 class. Therefore, 3/4 grade combination classes do not receive this additional preparation time.

9.8. **65.4** Efforts shall be made by the District to ensure that elementary teachers receive the same number of preps over the course of successive school years as their colleagues at their site whose weekly or daily prep times were not reduced due to calendar-related impacts, insofar as practicable.

9.8. **76** Special Day Class and Resource Specialist teachers located at general education elementary schools or special education centers shall be entitled to one hundred (180) minutes of non-student time in every two (2) week period. The one hundred eighty (180) minutes of non-student time to be provided under §9.8.5 does not include those non-student minutes already set forth in §9.1.2.

9.8. **87** District shall make an effort to find qualified substitutes for elementary preparation teachers. In the event that a substitute elementary preparation teacher is unavailable, elementary teachers who cover their own class during a scheduled prep period shall be paid per §9.8.2.1.

## **9.9 Travel Time**

9.9.1. The District shall provide a work schedule which includes reasonable travel time during the unit members paid duty day for travel between work sites to any unit member who is assigned to more than one work site. Such travel time shall not reduce the preparation period or duty-free lunch time provided in this Agreement. Such travel time shall not reduce the reimbursement to which the unit member is entitled under Article 18 (Travel) of this Agreement.

## **9.10 "Block" or Alternative Scheduling**

9.10.1 In order to enact "Block" or other alternative schedule modifications, the following procedures must be followed by May 1 during the year prior to implementation:

9.10.1.1 One (1) week prior to the official vote at the site, the plan will be sent to MDEA and the appropriate Director in School Support Assistant Superintendent. The plan will be signed by the site principal and the site lead MDEA representative and will include dates when the affected staff members will vote. Signatures indicate that the plan being presented is accurate.

9.10.1.2 A secret ballot election will be conducted by the MDEA Internal Affairs Chairperson.

9.10.1.3 The ballot shall clearly indicate the impact on the terms and conditions of employment for the affected unit members. At least one (1) of the schedules on the ballot must be a compliant schedule.

A schedule shall be considered compliant if the following conditions are met:

a. Site time, defined as the number of minutes between the teachers' start time and their end time, must not exceed the number of minutes defined as site time, by level, per section 9.1.1 as follows:

Elementary TK-5	<del>415</del> 435 minutes
Middle Schools	<del>420</del> 435 minutes
High Schools	435 minutes

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

c. Unit members' end time at all levels is no less than fifteen (15) minutes after students are dismissed

d. A minimum of thirty (30) minutes of duty-free lunch time shall be included as part of the required site time, by level

e. Schedules shall include all required preparation time and break periods provided under the contract, by level

f. At sites where members elect to extend their lunch period beyond thirty (30) minutes, those additional minutes shall be added to the total site time, by level, extending the required teacher workday by that same number of minutes.

9.10.1.4 When any vote takes place on a schedule change, the fallback schedule will be designated on the ballot and must be compliant as described in §9.10.1.3 (a-f) above.

9.10.1.4.1 Any new schedule that is proposed or any current schedule that is non-compliant must receive and affirmative

vote of two-thirds (2/3) of the members participating in the vote in order to be adopted or renewed, respectively. Votes may be structured as follows:

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

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

9.10.1.4.2A non-compliant schedule may not be the designated fallback schedule, except that the parties acknowledge that if fifteen (15) minutes before and fifteen (15) minutes after is added to the existing student instructional day at some high school sites, the site time would exceed four hundred thirty-five (435) minutes, constituting a non-compliant schedule, which may be a designated fallback schedule. In those cases, the schedule at those sites shall require less than fifteen (15) minutes after the end of the student instructional day so that site time is maintained for four hundred thirty-five (435) minutes.

9.10.1.4.3 Fallback schedules may be alternative or block schedules, provided they are compliant with site time as described in §9.10.1.3 (a-f) above.

9.10.1.4.4 Sites that wish to renew their current non-compliant schedule or propose a new schedule must create a compliant fallback schedule.

9.10.1.4.4.1 To create a compliant fallback schedule, the site may adjust their existing schedule to meet the compliance requirements defined in §9.10.1.3 (a-f) above.

9.10.1.4.4.2 If a site currently has a compliant schedule and develops a proposal for a different compliant schedule, the compliant schedule that is most similar to the current schedule will be the fallback schedule.

9.10.1.4.4.3 Sites which already have a schedule in place with a start time that is 30 minutes prior to regular classes beginning shall continue with the current schedule until the site proposes a vote on a new schedule. Future schedule votes will require a fallback schedule that is compliant with §9.10.1.3 (a-f) above.

- 9.10.1.5 Any change in preparation periods must be included in the compliant schedule requirements as outlined in §9.10.1.3 (a-f) above. Furthermore, preparation period modifications shall provide for an equivalent to ten (10) traditional schedule instructional periods over a two (2) week period. If instructional periods must be shortened during the day, effort shall be made to equalize the impact of such shortening throughout all teacher preparation periods.
- 9.10.1.6 It is further understood that any modifications to the student schedule must meet state requirements for instructional minutes, unless the school has acquired a waiver from the State Board of Education.
- 9.10.1.7 The parties strongly recommend that any school faculty which decides to engage in block scheduling or any other scheduling modifications participate in specific Staff Development activities to develop teaching strategies appropriate for the altered schedule.
- 9.10.1.8 All unit members affected by the scheduling change may vote.
- 9.10.1.9 A two-thirds (2/3) majority of votes cast must vote in the affirmative.
- 9.10.1.10 In order to be valid, a majority (50% +1) of the MDEA unit members must vote.
- 9.10.1.11 In the event the proposed new schedule, which may or may not be compliant with site time, does not receive the required two-thirds (2/3) majority vote, the compliant fallback schedule will become the site's schedule for the following school year.
- 9.10.1.12 All site schedules listed as "Authorized Non-Compliant" shall be renewed at least once every ~~four (4)~~ ~~three (3)~~ **two (2)** years by a two-thirds (2/3) majority vote of the staff in a MDEA proctored election.- MDEA and the MDUSD School Support Office shall jointly publish by January 31<sup>st</sup> confirm provide the list of schools requiring a schedule vote by January ~~December~~ March 31<sup>st</sup>.
- 9.10.1.12.1 If a renewal vote is conducted or does not meet the two-thirds (2/3) majority threshold in the vote, the fallback schedule will become the site's schedule for the next school year.
- 9.10.1.13 There will only be one (1) vote per year. That vote will take place on two (2) consecutive days and will be conducted in accordance with all sections of §9.10.1 above. Within two business days after the conclusion of the vote, the MDEA President or designee will notify the Superintendent or designee of the results of the vote.
- 9.10.1.13.1 An Assistant Superintendent or designee may be present when ballots for site schedule votes are counted.



9.10.1.14 All original agreements reached shall be in effect for one (1) school year only, and must be renewed that time. Future renewal may be for two (2) years unless thirty percent (30%) of the unit members at the affected site petition the MDEA representatives by March 1 to conduct another election. If called for, the MDEA Internal Affairs Chairperson shall conduct an election by May 1. Copies of site plans shall be forwarded to MDEA and the appropriate Assistant Superintendent for the grade level affected.

### **9.11 TK/K Instructional Schedule Adjustment Process**

- 9.11.1 Transitional Kindergarten and Kindergarten (TK/K) schedules reflecting the length of the student instructional day will be included in annual site schedule votes as a separate matter for vote by all classroom teachers at the site. However, TK/K schedules may also be adjusted after the start of the school year based on site and/or District needs as set forth below in sections 9.11.2, 9.11.3, 9.11.4, and 9.11.5.
- 9.11.2 There may be circumstances which lead to an adopted instructional schedule for a TK/K class at a given school site being modified after the start of the school year. The Parties acknowledge that when dramatic increases/ decreases in enrollment, natural or human-made disasters, or other unforeseen/unanticipated events occur which significantly alter the assumptions under which a given TK/K instruction schedule was adopted, modifications of that TK/K instructional schedule may be contemplated by the Parties.
- 9.11.3 During the Class Size Balancing Period, per section 6.6, the Parties will meet and confer as to whether dramatic changes in enrollment assumptions warrant a change in TK/K instructional schedules at a given school site. If the parties agree that unanticipated enrollment increases warrant TK/K instructional schedule changes, the TK/K instructional schedule may be changed to an A.M./P.M. schedule only.
- 9.11.4 Should assumptions change outside of the Class Size Balancing Period, due to circumstances other than dramatic increases in enrollment, such as those listed in section 9.11.2, the District will notify the Association of the circumstances(s) which they believe warrant TK/K instructional schedule modifications(s). The parties will meet and confer as to whether a proposed TK/K instructional schedule modification is required, based on specific change(s) in assumptions the District presents and which they believe warrant TK/K instructional schedule modifications(s) at that school site.
- 9.11.5 In either of the two (2) scenarios stated above, if no agreement can be reached on whether a TK/K instructional schedule modification is warranted, any unilateral implementation of a TK/K instructional schedule change shall be subject to the Grievance Process, Article 3, up to and including binding arbitration.

## **9.12 Compliant Schedule Exceptions**

9.12.1 Comprehensive High Schools with early out schedules may use "averaging" in calculating a compliant fallback schedule in the following manner:

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

9.12.1.2 If necessary due to an unforeseen emergency causing a full student instructional day to be lost, an early-release day may be converted to a full school day.

9.12.2 Sites that wish to replace their "Authorized Non-Compliant" schedule with an alternative "Authorized Non-Compliant" schedule may elect to do so with a simple majority "straw vote" to determine which non-compliant schedule will be run against the compliant fallback schedule in the official vote. The new schedule will then need a two-thirds (2/3) majority in a MDEA proctored vote against a compliant fallback schedule in order to be adopted.

9.12.3 A "brunch" period shall not extend required site time at high school sites only. Middle schools which incorporate a brunch period shall add the same number of minutes to their required site time as the number of minutes in their brunch period schedule.

## **9.13 Site Schedule Vote Lists**

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

9.13.1.1 This list shall include teacher start time, teacher end time, and length of teacher lunch.

9.13.1.2 For sites that are "Authorized Non-Compliant" the list shall indicate the date of the authorizing vote.

9.13.1.3 This list of required site times, by school site, shall be updated annually to reflect the results of any successful schedule modification votes that took place during the current school year.

9.13.1.4 This list shall be made available to MDEA, upon request, through the appropriate Assistant Superintendent, by level no later than the last week of the school year prior to the year in which the schedules will be effective.

## **9.14 Duties**

9.14.1 Unit members shall not be assigned to perform crossing guard or traffic control duties. Unit members may continue to be assigned before and after school supervision duties. Such supervision duties to be performed within site time. Alleged violations of this section shall be processed exclusively

within the procedures set forth in section 10.2 (and all sub-sections) of this agreement, relating to safety.

Linda Ortega  
3-18-22  
MDEA

John J. [Signature]  
3-18-22

*DM*

MDEA Counterproposal of 2021-10-20 to MDUSD Counterproposal to MDEA as of 10/20/21 at 12:10 p.m. Time: 2:08 pm  
MDEA Counterproposal of 2021-10-05 to MDUSD Time: 1:44 p.m.  
MDUSD Proposal to MDEA On September 14, 2021 at 10:53 a.m.

**ARTICLE 11  
EVALUATION**

~~[The District proposes that a subcommittee, consisting of two representatives from MDEA and two from the District, review the evaluation forms and recommend updates/modifications to the forms, on or before December 1, 2021, to better align the forms with this article and to enhance the value of the forms for both teachers and administrators in providing effective and supportive feedback to bargaining unit members. The District further proposes that MDEA and the District review and discuss the feedback from the subcommittee on or before February 1, 2022 with the intent that any modifications to the evaluation forms be agreed upon on or before April 1, 2022 so that the modified forms may be used during the 2022-2023 school year.]~~

**11.1 California Standards for the Teaching Profession**

11.1.1 The basis for the evaluation of bargaining unit members shall be the California Standards for the Teaching Profession, to the extent that the Standards apply to job responsibilities.

11.1.2 There are six (6) Standards. These Standards are:

- Standard 1: Engaging and supporting all students in learning.
- Standard 2: Creating and maintaining effective environments for student learning.
- Standard 3: Understanding and organizing subject matter for student learning.
- Standard 4: Planning instruction and designing learning experiences for all students.
- Standard 5: Assessing students for learning.
- Standard 6: Developing as a professional educator.

**11.2 Rating Scale**

11.2.1 The rating scale for purposes of this Article shall be:

- Distinguished
- Meets Expectations
- Developing (may only be used for first year teacher / someone new to the profession)
- Needs Improvement

*[Signature]*



Unsatisfactory


**11.3 Purposes**

- 11.3.1 To improve instruction provided by certificated unit member personnel.
- 11.3.2 To improve the performance of certificated unit member personnel in instructional and related responsibilities.
- 11.3.3 To contribute to the professional growth of the evaluatee.
- 11.3.4 To provide for the continuous progress of students in a productive learning environment.

**11.4 Frequency**

- 11.4.1 Evaluation of certificated unit member personnel is a continuing process. Certificated personnel with permanent status in the District shall be evaluated according to these procedures at least every other year. If an evaluatee or evaluator requests an annual evaluation, the evaluation shall be conducted according to the Standard Evaluation. An annual evaluation of a permanent employee shall be required according to the Standard Evaluation procedure if that employee's final evaluation from the preceding year was needs improvement and stated specifically a need for such immediate follow-up evaluation which is consistent with the purposes as specified in §11.3 and contained specific recommendations to help the employee.
- 11.4.2 Probationary certificated unit member personnel will be evaluated annually according to Standard Evaluation procedures.
- 11.4.3 Employees with permanent status who have been employed with the District for at least ten (10) years, who are highly qualified as defined in 20 U.S.C. Sec. 7801, and whose previous Standard Evaluation rated the employee as Meets Expectations or above (meets or exceeds standards) in all areas formally evaluated, may be evaluated at least every five (5) years in accordance with this Article, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

**11.5 Announcement of Evaluatees**

- 11.5.1 No later than the end of the ~~thirtieth twentieth fifteenth~~ academic day of the academic year the principal/program administrator of each school/program shall post a list of those persons to be evaluated during the current year. This notice shall also identify who will be the evaluator. Within five work days after the posting of the list of those to be evaluated, the following shall be ~~made available through an electronic form or link~~ given to the evaluatee: job description, CSTP Evaluation Rubric, MDUSD Educational Goals, other appropriate goals, and the MDUSD grade level expectations or courses of study.
- 

## 11.6 General Provisions

### 11.6.1 Scope of Evaluation

11.6.1.1 Each evaluation cycle will cover ~~Standard 6 and~~ two Standards ~~between Standards 1 to 5~~. After consultation, the teacher and the evaluator shall each select one standard ~~between Standard 1 and 5~~. **In addition, by mutual agreement a third Standard may be included.** If, over the course of the year's evaluation process the evaluator has concerns falling outside these two or three standards, such concern shall be communicated in the comments section of the evaluation form.

### 11.6.2 Final Conference

11.6.2.1 The final Evaluation Conference and Form are obligatory for all unit members being evaluated and must be completed at least ~~thirty (30) forty five (45)~~ days prior to the end of the academic year.

### 11.6.3 Signatures

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

### 11.6.4 Unit Member Response

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

### 11.6.5 Forms

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

### 11.6.6 Judgments Not Grievable


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

## 11.7 Standard Evaluation

### 11.7.1 Evaluator

Each evaluation shall be conducted by the principal/program administrator or their designee.

### 11.7.2 Required Evaluative Data



11.7.2.1 Judgments concerning the professional practice of members of the bargaining unit shall be based on evidence and data.

11.7.2.2 Type of required evaluative data are:

11.7.2.2.1 Specific techniques of assessment of student progress as agreed to by the evaluator and evaluatee.

11.7.2.2.2 Observation(s) (Evaluatee-requested, evaluator-requested, unscheduled).

11.7.2.2.3 Other assessments/evaluative techniques may be added if mutually agreed upon by evaluatee and evaluator.

11.7.3 Initial Conference and Resolution of Disagreements

11.7.3.1 An initial conference shall be held prior to October 31 between evaluator and evaluatee for the purpose of selecting Standards to be evaluated, types of required evaluation data in §11.7.4 and the number and types of classroom observations as well as the person(s) to perform the observations if the Standard Evaluation is to be used.


11.7.3.2 The Standards being evaluated may be revised during the course of the year with the mutual agreement of both parties. If agreement on revision cannot be reached, the matter shall be referred to the Chief and/or Director ~~the Executive Director~~, Human Resources for a decision in writing within five (5) work days. In no event shall a unit member be required to be evaluated on more than three (3) Standards in any one year.

11.7.4 Observations

11.7.4.1 A unit member shall be formally observed at least twice as part of the evaluation by the evaluator. All formal observations shall last a minimum of twenty (20) minutes. If requested by the unit member at the time of the initial conference, these observations shall be held upon twenty-four (24) hours' notice.

11.7.4.2 All formal observations which are part of the evaluation process shall be reduced to writing and discussed with the unit member within ~~five (5)~~ ten (10) work days of their occurrence. The unit member shall have a right to attach a written response.

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



11.7.5 Interim Evaluation Conference and Interim Evaluation Form

11.7.5.1 An Interim Evaluation Conference and a completed Interim Evaluation Form are obligatory for probationary/temporary unit members. The Interim Evaluation Conference and Interim Evaluation Form are to be completed by ~~January 15th~~ January 28th ~~December 10th~~.

11.7.5.2 For permanent unit members, an Interim Evaluation Conference and a completed Interim Evaluation Form are required only if requested by either the evaluatee or evaluator. The Interim Evaluation Conference and Interim Evaluation Form are to be completed no later than February 25th ~~January 31st~~ ~~15th~~.

**11.8 Self-Evaluation Option**

11.8.1 Unit members with permanent status who have received an overall rating of "Meets Expectations" or better on their most recent Standard Evaluation shall have the option to complete a Self-Evaluation under the following conditions:

11.8.1.1 A unit member must express an interest, in writing, during the Initial Conference.

11.8.1.2 The approval of their site Principal. The Principal's decision is non-grievable.

11.8.1.3 If there is a change in Principal leadership, the new Principal may rescind the approval for the Self Evaluation Option, provided the Initial Evaluation Conference has not already taken place, per §11.7.3.1.

11.8.2 If approved by the Principal, the year's evaluation process shall include the following elements:

11.8.2.1 ~~Each evaluation cycle will cover Standard 6 and two Standards between Standards 1 to 5.~~ The participating unit member will identify two of the Standards ~~(between Standards 1 to 5)~~ to be evaluated.

11.8.2.2 The unit member will present to the Principal/designee their plan to demonstrate proficiency for the two Standards selected. Under this plan, a teacher can do a research project, demonstration lesson, developed unit plan, or other self-directed inquiry, etc., provided the unit member and Principal/designee both agree that the proposed final product will sufficiently demonstrate proficiency for the standards selected.

11.8.2.3 Each participating unit member will document their



work on the standard District evaluation forms in accordance with the usual timelines; and

11.8.2.4 At the end of the year, on the same timeline, as provided elsewhere in this article, each participant in this process shall reduce to writing their learnings from the process and discuss these reflections with the Principal/designee in a post-Self-Evaluation conference. The Principal/designee shall have the option to attach comments prior to the Self-Evaluation being made a part of the employee's personnel file.

11.8.2.4.1 In the event that the Principal does not believe that the agreed-upon plan was followed, or that the completed project failed to sufficiently demonstrate proficiency for the standards selected, the Principal/designee may return the teacher to the standard evaluation process the following school year.

11.8.3 Nothing herein shall preclude the principal from observing the work of the unit member during the course of the year, and such observations may be incorporated as part of the agreed upon plan.

11.8.4 The Self-Evaluation may be utilized in consecutive evaluation cycles with the approval of the site Principal or designated evaluator.

## 11.9 Special Provisions

11.9.1 Unit members employed on temporary contracts on or before October 1 and employees in job share positions other than one- semester alteration shall be subject to all preceding provisions of Article 11.

11.9.2 Special provisions for evaluation of temporary teachers hired after October 1 and for teachers participating in the job sharing program on a one-semester-each basis.

### Special Timelines

Announcement	Fifth day after assignment begins.
Materials	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.

*Linda Ortega*  
for MDEA 10/20/21

*[Signature]*  
10/20/21

MDUSD counterproposal to MDEA 10/20/2021@ 2:20 a.m/ p.m.

MDEA Counterproposal of 2021-10-20 to MDUSD Time:10:24 am

MDUSD Proposal to MDEA at 10:22 am on 9-29-21

MDEA Proposal To MDUSD at 11:31 AM on September 13th, 2021

## ARTICLE 13

### PEER ASSISTANCE AND REVIEW

#### AND PROGRAM RE SELECTION FOR TSA ELIGIBILITY LIST

13.0 In an effort to be more efficient and to better utilize coaching resources, MDEA and the District have mutually agreed to suspend the provisions of this Article and provide coaching support to permanent teachers through a voluntary process, as outlined in modification to Article 12, (formerly Beginning Teacher Support). Should the PAR Program be reactivated at the expiration of the **2021-2024** ~~2018-21~~ Agreement, language in Article 12 - Beginning Teacher Support, shall revert to the language in place at the expiration of the 2013-16 Agreement.

The parties agree to suspend the provisions of this article as *italicized* below, for the **2021-2024** ~~2018-21~~ contract cycle, with the exception of the TSA selection process, as amended, per §13.7.1 - §13.7.4. At the end of the contract term, the PAR Program will be re-activated unless the parties mutually agree to continue the Program's suspension. If the PAR Program is reactivated, changes made in §13.7.1 - §13.7.4, and to the remainder of Article 13, shall revert to the language in place at the expiration of the 2018-21 Agreement as updated to incorporate the terms of the 2014-15 "tie breaker" MOU (§13.6.15- §13.6.17 below).


#### *Program Components*

13.1 *There shall be a Peer Assistance and Review (PAR) Program (hereafter referred to as "PAR Program") for all unit members who have responsibility for a full classroom of students [unit members who appear to be excluded are nurses and speech pathologists]. The Program shall be:*

#### *13.1.1 Permanent Teacher Intervention Program*

*13.1.1.1 The PAR Program shall provide intervention to permanent teachers who receive an "unsatisfactory" evaluation in any domain of the California Standards for the Teaching Profession as provided in Article 11 of this Agreement through peer coaches.*

*13.1.1.2 Teachers receiving two or more "needs improvement" in any domains of the California Standards for the Teaching Profession in two*



consecutive years may be referred to the Peer Assistance and Review Panel (hereafter referred to as "PAR Panel"?) by the principal for intervention under this program.

13.1.1.2.1 The PAR Panel shall have the authority to accept or reject such referrals.

13.1.1.2.2 Teachers so referred shall have an opportunity to appear before the PAR Panel prior to its determination in opposition to such a referral.

13.1.1.2.3 If the PAR Panel accepts the recommendation, participation is mandatory.

13.1.1.3 Further, permanent teachers desiring assistance in improving their practice may apply to the PAR Panel for such assistance on a confidential basis.

13.1.1.3.1 The PAR Panel shall have the authority to accept or reject such referrals.

13.1.1.3.2 If a teacher is accepted into the PAR program as a volunteer, documentation will not be placed in the personnel file only so long as participation continues to be on a voluntary basis.

13.1.1.4 This PAR Program shall not deal with teachers' employment issues which arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and Article 11 (Evaluation) of this Contractual Agreement.

### **13.2 Peer Assistance and Review Panel**

13.2.1 The PAR Program shall be governed by the PAR Panel composed of four District members and four MDEA members. Decisions shall be made by consensus where possible. **The Panel may perform its charge with fewer than four members from each Party, if, for unavoidable reasons, either Party is unable to provide four members.** Should a vote **of the panel** be required, **each Party, the District and the Association, shall have an equal number of voting members.** **If the Parties have an unequal number of voting members present in the meeting, the Party with the greater number shall decide which of their members do not cast a vote.** **aAction**

must be taken on an affirmative vote of at least **the majority of the voting panel members present.** ~~five (5) members.~~

13.2.2 The PAR Panel shall be responsible for:

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

13.2.2.1.1 Generally, the Panel shall meet within the Panel members' workday; however, work after 4:00 p.m. shall be compensated at the negotiated hourly rate.

13.2.2.2 Developing the budget for the PAR Program subject to Board approval;

13.2.2.3 Any decisions about eligibility for the PAR Program;

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

13.2.2.5 Evaluating peer coaches;

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

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


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

13.2.2.9 Selecting its own chair; and

13.2.2.10 Reviewing coaches' interventions and assistance.

13.2.3 A Panel member shall neither participate in discussion nor vote on any matter in which they have a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to Section 13.2.1 above.

### 13.3 Coaches

- 
- 13.3.1 *The work of delivering the direct service to unit members in intervention shall be provided by the same coaches as those who provide Beginning Teacher Support.*
  - 13.3.2 *Each permanent teacher intervention assignment for an individual coach shall be calculated as two (2) evaluatees on the caseload as delineated in § 12.4.8.*
  - 13.3.3 *Voluntary participants in this PAR Program shall count as one (1) on the caseload.*

#### **13.4 Permanent Teacher Intervention**

- 13.4.1 *The purpose of this PAR Program is to assist and offer remediation to permanent teachers whose performance has been evaluated as "unsatisfactory" in one or more of the California Standards for the Teaching Profession by the principal, or who are otherwise assigned or volunteer to participate in the PAR Program to achieve a "proficient" level of performance consistent with the Standards. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the school district. The written documentation in the evaluation report shall become a part of the permanent teacher's personnel file.*
- 13.4.2 *The prime focus of this PAR Program is to provide assistance and renew quality teaching.*
- 13.4.3 *Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference in the spring of the year when the teacher receives the "unsatisfactory" evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the lead coach to begin the development of an Individual Learning Plan. If the permanent teacher so desires, MDEA shall provide representation in this meeting.*
- 13.4.4 *During the period of assistance, the permanent teacher's evaluation shall be the joint responsibility of the coach and the Panel. It is the intent of the parties that this process serve as the sole evaluation process for the permanent teacher and that it be based on the permanent teacher's adherence to the California Standards for the Teaching Profession and Article 11 (Evaluation) of this Agreement.*
- 13.4.5 *The assistance shall be provided by the peer coaches under this article and shall be closely monitored by this PAR Program's governing Panel.*
- 13.4.6 *Communication, consultation, and review of evaluation documents with the principal shall be ongoing.*
- 13.4.7 *Nothing in this article precludes the principal or District from doing*

*informal observations, nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of their professional obligations.*

*13.4.7.1 Should the principal deem it necessary to communicate with a teacher in this intervention program in a manner that relates to progressive discipline, i.e. letter of warning, reprimand, etc., they may copy the coach who shall report the same to the Panel.*

*13.4.8 The coach will share all written and verbal evaluation reports during a conference with the teacher at least once every eight weeks unless there are conflicting contractual evaluation timelines. Evaluation timelines shall take precedence over PAR timelines. Prior to the conference, there will be an opportunity for input from the principal. A copy of the written reports will be provided to the principal and the Panel.*

*13.4.9 At the same time reports are made to the Panel regarding first year teachers' performance, the Coach will provide an oral report and all written documentation regarding the progress of the permanent teacher in the Peer Assistance and Review Program.*

*13.4.9.1 The teacher and principal may be present for the coach's presentation and will be given an opportunity to respond to the report.*

*13.4.9.2 However, none of these individuals in section 13.4.9.1 may be present during deliberations of the Panel which are confidential. The Panel may request additional follow-up information from any of these individuals.*

*13.4.10 The course of assistance shall include one or more of the following:*

*13.4.10.1 Multiple classroom observations by the peer coach;*


*13.4.10.2 Assistance specific to the Standard which has been evaluated to be "unsatisfactory";*

*13.4.10.2.1 Or other areas deemed in need of assistance by the coach during the period of assistance.*

*13.4.10.3 Opportunities for the teacher receiving assistance to observe exemplary practice, either by the peer coach or other exemplary teacher,*

*13.4.10.4 District provided professional development opportunities;*

*13.4.10.5 Conference attendance, often in the company of the peer*



*coach to facilitate reflection on how this experience fits into the Individual Learning Plan;*

*13.4.10.6 Other forms of assistance which the peer coach and the Panel may provide; and*

*13.4.10.7 The parties understand that every possible subject matter competency may not be available within the corps of coaches; and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the peer coach shall maintain prime responsibility for the Individual Learning Plan, but may function more like a case carrier who assures the availability of appropriate resources.*

*13.4.11 At the conclusion of the year of remediation, the Panel shall report to the permanent teacher, the principal, and the Board of Education of the School District that:*

*13.4.11.1 Either the permanent teacher now "meets expectations" in the California Standards for the Teaching Profession, and the principal shall evaluate the unit member the next year; or*

*13.4.11.2 The Panel and assisting coach do not consider that further assistance and remediation will be successful with reasons in support of this conclusion. The District may then initiate dismissal proceedings or may send the member back to the principal for evaluation the next year.*

*13.4.12 Notwithstanding §13.4.11 above, and while the term of this assistance shall normally be for one school year, the intervention may be extended to a second year if the Panel believes progress is being made although the permanent teacher may not have returned to a "meets expectations" level of performance.*

*13.4.13 The deliberations of the Panel shall be closed and confidential; their decisions shall be based on the information provided by the coach, the principal, the permanent teacher and/or MDEA representative who is assigned.*

*13.4.13.1 The report of the vote shall only include the number of Panel members voting on each side of any question before the Panel.*

*13.4.14 The decision of the Panel shall be reported to the teacher, the coach, and the principal in conference with the Director of Certificated Personnel and a representative of MDEA who is a member of the Panel.*


### **13.5 Permanent Teacher Due Process Rights**

- 13.5.1 *The permanent teacher shall be entitled to review all reports generated by the peer coach prior to their submission to the Panel and to have affixed thereto their comments. To effectuate this right, the peer coach shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.*
- 13.5.2 *The permanent teacher shall have a right to be represented by MDEA in any meetings of the Panel to which they are called and shall be given a reasonable opportunity to present their point of view concerning any report being made.*
- 13.5.3 *The decision to refer a permanent teacher for intervention through this PAR Program shall not be subject to the grievance procedure.*
- 13.5.4 *The permanent teacher shall have the right to timely reports of progress being made.*
- 13.5.5 *The permanent teacher shall have the right to present reasons why a specific peer coach should be replaced and another coach substituted and to have those reasons considered.*
- 12.5.6 *Consistent with §13.4 of the Agreement, the record of this intervention may be sealed within the personnel file after four (4) years.*
- 13.5.7 *This program in no manner diminishes the legal rights of bargaining unit members.*

### **13.6 Miscellaneous Provisions**

- 13.6.1 *A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations, or decisions of the Panel, but may file responses which shall become part of the official record of the intervention.*
- 13.6.2 *This program shall be a partnership program. In addition to the District and MDEA, the parties shall immediately put forward a Request for Proposal to the deans of schools of education in the area to secure a university partner for this program. The university entering into this partnership shall be evaluated on the basis of the additional resources it is able to bring to bear, especially in training the peer coaches to meet their responsibilities and in the development of the rubric envisioned in §11.2.1.*
- 13.6.3 *Expenditures for the PAR Program shall not exceed revenues or received funds made available through passage of AB1x (1999, Villariagosa or successor legislation) excluding the allowable administrative cost.*



- 
- 13.6.4 *At the conclusion of the 2000 - 2001 fiscal year, if revenue exceeds expenditures, the parties shall meet to determine the allocation of the surplus.*
- 13.6.5 *MDEA and the District shall immediately develop a request for waiver for submission to the State Board of Education to modify the composition of the PAR Panel consistent with this Agreement.*
- 13.6.6 *Funds shall also be set aside to allow the Peer Coaches funds to provide for release days and/or conferences as developmental tools with the teachers assigned to the PAR Program.*
- 13.6.7 *It is understood and agreed that this PAR Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villariagosa) or successor legislation.*
- 13.6.8 *The cost of releasing coaches and support providers for service in the PAR Program shall be computed on the basis of a step 1, column 1 replacement temporary teacher plus benefits, fixed costs, and the per diem cost of the Coaches' extra 10 days.*
- 13.6.9 *Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.*
- 13.6.10 *Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.*
- 13.6.1 *Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.*
- 13.6.11 *The Peer Assistance Program shall be reviewed annually.*
- 13.6.12 *The District shall hold harmless the members of the PAR Panel and the coaches for any liability arising out of their participation in this PAR Program as provided in Education Code Section 44503(c).*
- 13.6.13 *Confidentiality: All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, panel members and coaches may disclose such information only as necessary to administer this article.*
- 13.6.14 *In the event that a majority of Panel members (~~5 or more~~) disagree with a Coach's final evaluation rating of "needs improvement", that final*

rating may be changed to "meets expectations" with an affirmative vote of at least the majority of the panel members (per §13.2.1). ~~five (5) Panel members.~~

13.6.15 *In cases where a consensus cannot be reached on the Coach's final evaluation rating, (i.e., the Panel is split 4/4 on whether a teacher still "Needs Improvement" or now "Meets Expectations"), the District shall return the teacher to their regular worksite and they shall be evaluated for one (1) additional year by the site Principal. If, at the end of that additional evaluative year, the teacher has still not achieved a "Meets Expectations" rating, and the Principal does not consider that further assistance and remediation will be successful (with reasons in support of this conclusion), the District may then initiate dismissal proceedings, or may send the member back to the Principal for evaluation the next year.*

13.6.16 *The Parties agree that a teacher for whom the Panel has authorized an additional year of site level evaluation, per the terms of this MOU, and who then receives an "Unsatisfactory" rating at the end of that additional year of evaluation, shall not have any further right to assistance from the PAR Program. The Parties further acknowledge that the agreement not to extend additional PAR assistance to individual(s) in this circumstance shall not be cited as precedent, should the question of whether teacher(s) may access assistance from the PAR Program more than once in their career(s) become the subject of a future arbitration between the Parties.*

13.6.17 *As has always been the case, MDEA will ensure that members are given full due process protection in any unsatisfactory performance dismissal(s) the District may pursue.*

### **13.7 TSA Eligibility Selection Panel (Panel)**

13.7.1 As required, the PAR Panel shall meet to review the qualifications of candidates who have applied for a Teacher on Special Assignment (TSA) position within the district.

13.7.1.1 To fully implement the parties' intent that all teachers serving in TSA positions, as defined in Article 21 - §21.1 - §21.1.1.3, will have been interviewed and selected from the TSA eligibility list, all TSA's will be required to re-establish their eligibility for a TSA position every three (3) years.

13.7.1.2 This provision shall not apply to teachers assigned to Alternative Education settings.



13.7.2 TSA Candidate Review/Selection Process

13.7.2.1 TSA Candidates will be reviewed/selected for placement on the district's "TSA Eligibility List" based on the following criteria:

- Written application and three (3) recommendations, One of which must be the applicant's direct supervisor/evaluator, one must be from a site MDEA Rep. (or if the applicant is not currently an MDUSD employee, from a certificated educator Union Rep at their most recent school site), and one must be from a person who the applicant has coached or mentored.
- Each candidate shall be interviewed by the Panel as a whole and shall be asked to respond to the same interview questions as all candidates being considered for a given TSA position in the same credential area.
- Candidates who are approved for an interview during the instructional day for a TSA position by the TSA Eligibility Selection Panel will be provided a District-paid substitute, if required.
- At least one (1) classroom observation of the candidate being considered will be made by a team comprised of one (1) teacher and one (1) administrator serving on the TSA Eligibility Selection Panel.

13.7.3 Decisions

13.7.3.1 Decisions shall be made by consensus where possible. Should a vote of the panel be required, each Party, the District and the Association, shall have an equal number of voting members. If the Parties have an unequal number of voting members present in the meeting, the Party with the greater number shall decide which of their members do not cast a vote. ~~a~~Action must be taken on an affirmative vote of at least the majority of the voting panel members present. ~~five (5) members.~~

13.7.3.2 Decisions reached by the Panel shall be final. Candidates not selected for a given position may request, in writing, the reasons(s) for the Panel's denial, as well as

suggestions as to how they might better prepare themselves for future TSA eligibility.

13.7.4 Creation of TSA Eligibility List

13.7.4.1 The list shall be created annually each school year and shall be updated as needed. Eligible TSAs shall remain on the list for three (3) years.

13.7.4.2 The list shall be separated by elementary and secondary positions.

13.7.4.3 Principals shall only select TSAs from the TSA Eligibility List.

Linda Ortega  
for IDEA  
10-20-21

Jahj Ruz 10/20/21

TENTATIVE AGREEMENT March 18, 2022

MDEA Counterproposal of 2021-12-10 to MDUSD Counterproposal of 11/17/21 at MDEA Counterproposal of 2021-10-28 to MDUSD counterproposal to MDEA 10/28/21	2:00_PM
MDEA Counterproposal of 2021-09-14	4:42PM
MDUSD Counterproposal of 2021-09-13	1:33PM.
MDEA Proposal of 2021-09-13	2:49 PM
	2:03 PM
	2:49PM

ARTICLE 14  
SALARIES

14.1 Salary Increases

Provided that the Contra Costa County Office of Education approves the below salary increase/s pursuant to the statutory AB 1200 process, the District proposes the following:

14.1.1 ~~FY 2021-2022: For the 2021-2022 school year and e~~Effective July 1 2021, ~~January 1, 2022,~~ the salary schedule shall be increased by ~~seven and one half percent (7.5%)~~ four percent (4)% and unit members shall receive pay retroactive to July 1, 2021.

~~14.1.1,~~

~~FY 2018-2019~~

~~\_\_\_\_\_ Status Quo~~

14.1.2 ~~For the 2022-2023 school year and e~~FY 2022-2023: Effective July 1, 2022, the salary schedule shall be increased by ~~three~~ four percent ~~(3.5% 3% 4%)~~ two percent (2%) ~~6%. two percent (2%).~~

~~FY 2019-2020~~

~~\_\_\_\_\_ Status Quo~~

14.1.3 ~~For the 2023-2024 school year and e~~Effective July 1, 2023, the salary schedule shall be increased by ~~two and one half percent (2.5%)~~ one percent (1%) ~~3% 3.5%.~~

~~FY 2020-2021~~

~~The parties agree to re-open salary and benefits for 2023-2024 if the~~

~~District receives a positive county budget certification for both the fall of 2022 and the spring of 2023.~~

~~14.1.3.1 All MDEA unit members shall receive a one-time, off-schedule payment of one and a half (1.5%) effective July 1, 2020. The salary increases provided in 14.1.1, 14.1.2, and 14.1.3 above are contingent on each of the following occur:~~

~~14.1.3.1.1 The MDUSD Adopted FY 2020-2021 Budget combined revenue increases and expenditure reductions result in at least a \$17 million positive change in the District's 2020-2021 fiscal position, measured by the MDUSD FY 2020-2021 "Form MYP - Unrestricted/Restricted" Row C "Net Increase (Decrease) In Fund Balance" as of the FY 2020-2021 second interim; and~~

~~14.1.3.1.2 For FY 2020-2021, the February, March, April, and May 2021 State revenue apportionment deferrals are rescinded by the State before the first or second interim; and~~

~~14.1.3.1.3 The District submits to the County Office of Education, and has obtained, a statutory positive budget certification for the second interim MYP; and~~

~~14.1.3.1.4 The County Office of Education approves the increase pursuant to the statutory AB1200 process.~~

~~14.1.3.2 If each of the contingencies set forth in Sections 14.1.3.1.1 through 14.1.3.1.4 above occur, the increase agreed to by the parties will be paid by April 15, 2021, or 45 days after the contingencies above are met, whichever is later.~~

## **14.2 Regulations**

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

## **14.3 Work Years of Different Length**

14.3.1 All unit members who are required to serve for a work year different than that specified in Article 7 (Work Year), §7.1 of this Agreement shall receive salary which is not less than that which bears the same ratio to the established annual salary as the length of the required work year bears to that specified in Article 7 (Work Year), §7.1.

## **14.4 Payroll Period**

14.4.1 For unit members who receive their first salary warrant prior to January 31, 2000, salary warrants shall be delivered not later than the last day of the month which the district office is open, except for the month of December, which shall be delivered on the first workday of January. The

District shall make arrangements for those unit members requesting to pick up their pay warrant on the first workday of January at the District Office. Salary payments for services in addition to the unit member's regular assignment shall be made not later than the tenth of each month.

- 14.4.2 For unit members who received their first salary warrant on or after January 31, 2000, salary warrants shall be delivered not later than the last day of the month which the District office is open. Furthermore, unit members covered by 14.4.1 may choose this option. Salary payments for services in addition to the unit member's regular assignment shall be made not later than the tenth of each month.
- 14.4.3 Unit members employed prior to July 1, 2000 may designate their payroll option from Options I or II below for the succeeding school year by completing the appropriate District payroll form in May. Payroll options selected shall be effective for the following September.
  - 14.4.3.1 Option 1: Unit members shall receive twelve (12) monthly payments commencing with the last workday in September and ending with the last workday in August.
  - 14.4.3.2 Option 2: Unit members shall receive eleven (11) monthly paychecks commencing with the last workday in August and ending with the last workday in June.
- 14.4.4 Unit members initially employed on or after July 1, 2000 may elect to be paid in twelve (12) equal payments for the year, pursuant to Education Code section 45040.

## **14.5 Hourly Compensation**

- 14.5.1 **Certificated Hourly Rate**
  - 14.5.1.1 Unit members who are authorized to receive extra compensation on an hourly basis for work in addition to their regular assignment (i.e. summers, weekends, non-work days and evenings) shall receive the Certificated Hourly Rate listed on the salary schedules in Appendix A per hour for each additional hour computed to the nearest quarter hour. This amount shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.
  - 14.5.1.2 Assignments for which hourly compensation may be paid shall include but not be limited to:
    - 14.5.1.2.1 Curriculum Development
    - 14.5.1.2.2 Staff Development
- 14.5.2 **Summer School Pay**
  - 14.5.2.1 Unit members who are authorized to receive extra compensation on an hourly basis for work in addition to their regular assignment as Summer School Teachers shall receive

the Summer School Rate listed on the salary schedules in Appendix A per hour for each additional hour computed to the nearest quarter hour. This amount shall increase by the same percentage increase applied to the salary schedules, if any, moving forward.

#### **14.6 Advanced Degrees/Certifications**

14.6.1 Unit members on the Credentialed Teachers' Salary Schedule with Masters degree(s) and/or Doctorate degree(s) will receive the appropriate Advanced Degree Stipend(s) indicated on the salary schedules in Appendix A for each Masters and/or Doctorate degree held. This stipend shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.

14.6.2 Unit members who hold the following certifications shall be entitled to annual stipend(s) equivalent to the stipends listed in §14.6.1, for each Certification held, provided their assignment utilizes the relevant certification(s):

- National Board Certification (NBC)
- Certificate of Clinical Competence (CCC)
- National Board Certification of School Nurses (NBCSN)
- Bilingual Crosscultural Language in Academic Development (BCLAD)

#### **14.7 Other Stipends**

14.7.1 Unit members assigned to certain positions shall receive the annual stipend listed in §14.6.1 above or in Appendix A, in recognition of their being assigned to a position with workload expectations/impacts which exceed those associated with a regular teaching assignment.

#### **14.8 Standards-Based Intervention Pay**

14.8.1 Unit members who are authorized to receive extra compensation on an hourly basis for work in addition to their regular assignment as Standards-Based Intervention teachers shall receive the Standards-Based Intervention Pay hourly rate listed on the salary schedule in Appendix A per hour for each additional hour computed to the nearest quarter hour. This amount shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.

14.8.2 The District shall determine which programs qualify for such pay; however, these programs shall provide standards-based academic instruction, such as extended day and retention programs.

#### **14.9 Special Education Caseload Overage Special Compensation Pay**

14.9.1 The terms of the Special Education Caseload Overage Special Compensation MOU shall be incorporated into the Agreement as Appendix P, and paid using the annual rates listed in the salary schedules



in Appendix A.

*Linda Ortega*

3-18-22

MDEA

*John J. [Signature]*

3-18-22

TENTATIVE AGREEMENT MARCH 18, 2022

9:31pm

MDEA Counterproposal of 2021-12-10

12:57 pm

MDUSD counterproposal to MDEA 2021-11-17

3:04 pm

MDEA Counterproposal of 2021-10-20

2:51 pm

MDUSD Counterproposal to MDEA 2021-10-5

12:19 pm

MDEA Counterproposal of 2021-09-14

2:39 pm

MDUSD Proposal of 2021-09-14

11:15 am

**ARTICLE 16  
EMPLOYEE BENEFITS**

**16.1 Dental and Vision Premium Payment Plan**

The District shall provide full family dental coverage (under Delta Dental) and full family vision coverage under the Vision Services Plan. Such vision and dental coverage shall apply to dependents of unit members who have qualified for coverage under the CalPERS Health Program.

**16.2 Medical Benefits and Cash In-lieu 2021 – 2023 2016 – 2018 Benefit Years:**

16.2.1 The District will pay up to eighty percent (80%) ~~ninety percent (90%)~~ 80% of the ~~2021-2016 2021~~ **2022** Kaiser CalPERS rate, by level, for single, employee+ 1 and family plan. Moving forward, in each subsequent Benefit year ~~beginning in 2018~~, the District will adjust the District payment up to ~~ninety percent (90%)~~ eighty percent (80%) of the Kaiser CalPERS rate for that Benefit Year for each applicable tier; provided that the dollar increase does not exceed four percent (4%) of the then current dollar cost. Should the dollar cost increase in any year exceed four percent (4%), the District share will be calculated to include 80% of the first four percent (4%) increase, and the employee's share shall be the remaining 20% of the first four percent increase.

In any year the ~~dollar~~ increase exceeds 4%, the ~~dollar~~ amount over four percent (4%), shall be paid by the employee unless the District and MDEA negotiate a different amount. If this is the case, the District share ~~will~~ **may** be less than eighty percent (80%) of the then current Kaiser CalPERS rate. ~~unless the District and MDEA negotiate a different amount.~~

16.2.1.1 In the event that the dollar cost increase exceeds four percent (4%) and the District/Bargaining unit negotiation regarding any excess percentage share begin, benefit coverage will continue. Members will not be at risk of losing coverage during these negotiations.

16.2.1.2 Effective July 1, 2016: Unit members who work 0.5 FTE or more shall be eligible for health benefits and medical in-lieu payments

at the same District contribution rates as full time employees.

16.2.1.3 Effective July 1, 2016, medical in-lieu ~~at~~ equal to the highest rate paid for all District bargaining units moving forward (\$1,400 divided by 11 months for 2016-17 school year).

16.2.1.4 Effective July 1, 2017, increase medical in-lieu by same percentage as applied to salary schedule moving forward rounded to the nearest dollar.

16.2.1.5 The annual total for cash in-lieu is listed on the salary schedule in Appendix A

### **16.3 Internal Revenue Code Section 125 Plan: (Flexible Spending Arrangement)**

16.3.1 After purchasing medical benefits under CalPERS, the 125 plan may be utilized, within the sole discretion of the employee, to voluntarily purchase with pre-tax dollars, other kinds of benefits, e.g., orthodontia, child care, etc. Purchase of these additional benefits is the employee's sole responsibility; if an employee chooses to "set aside" a certain amount of money, but fails to fully utilize the amount within the plan year, any amount not used is surrendered.

### **16.4 New Unit Members**

16.4.1 New unit members must enroll themselves and their eligible dependents in dental and vision plans within sixty (60) days of the first date of employment. Insurance coverage will begin on the first day of the month following receipt of the dental and vision enrollment form and copies of dependent documents, if applicable, in the Benefits office. The District will provide new unit members with an explanation of these plans in sufficient time to enable meeting the 60-day enrollment deadline.

16.4.2 New unit members hired before the 15th day of the month are eligible for dental coverage on the first (1st) day of the month following the month in which their employment or service begins. New unit members hired after the 15th day of the month are eligible for dental and vision coverage on the first (1st) day of the second (2nd) month of employment. Current dependents must also be enrolled at the same time the new unit member enrolls. Enrollment in dental and vision benefits is mandatory for new unit members.

### **16.5 Payroll Deduction Rights and Information**

16.5.1 In addition to the foregoing District-paid plans, new unit members hired after the fifteenth (15th) of the month are eligible for health benefit coverage under §16.2.1 et seq. on the first (1st) day of the second (2nd) month of employment but may be subject to a two-month deduction for such benefits in the subsequent month. A unit member also may authorize amounts to be withheld for premiums of certain group life, income protection, and liability insurance plans.

## **16.6 Leaves of Absence - Effect on Benefits**

- 16.6.1 The District will continue the current practice of providing Medical coverage as part of the compensation of unit members on paid leaves of absence and authorized unpaid family care leaves.
  - 16.6.1.1 Unit members on an authorized unpaid Family Care Leave may continue their medical benefits if permitted by and subject to the rules and regulations of the applicable insurance carriers. An invoice will be sent to the unit member on leave for immediate payment of the unit member's portion of the medical premium. It shall be the unit member's responsibility to notify the District of any change in address of family status to ensure continuity of coverages. In the event of a price increase in any of the coverages, the unit member on leave will pay the increase. While on Family Care Leave, the District will continue paying the employer contribution of the medical premium.
  - 16.6.1.2 Unit members on an authorized unpaid leave of absence may continue their medical benefits through the option of self-pay if permitted by and subject to the rules and regulations of the applicable insurance carriers. An employee who wishes to sign-up for self-pay must contact the Benefits Office prior to the commencement of the leave. Unit members will be billed directly by the medical provider. It shall be the unit member's responsibility to notify the District of any change in address of family status to ensure continuity of coverages. In the event of a price increase in any of the coverages, the unit member on leave will pay the increase.
  - 16.6.1.3 The terms of this section shall also apply to members utilizing difference pay for leaves taken pursuant to Ed Code 44977.5 (Paternity and Maternity Leave). If the unit member's portion toward medical premiums exceeds their paycheck while on difference pay, the District will bill them for the difference.
- 16.6.2 The District will continue the practice of providing dental and vision coverage as part of the compensation of unit members on paid leaves of absence and authorized unpaid Family Care Leaves.
  - 16.6.2.1 Unit members on an authorized unpaid leave of absence may continue their dental and vision benefits through an option of self-paying. An employee who wishes to sign up for self-pay must contact the Benefits Office prior to the commencement of the leave. Dental and vision benefits will automatically continue through the end of the month in which the unpaid leave begins. Dental and vision coverage must continue without interruption in order to ensure eligibility and protection at the member's current incentive level.

- 16.6.2.2 An invoice from the Fiscal Department will be sent to the unit member on leave for immediate payment. It shall be the unit member's responsibility to notify the District of any changes in address of family status to ensure continuity of coverages. Prepaid premiums for dental and vision coverage must be received by the tenth of the preceding month in the Fiscal Services Department. In the event of a price increase in any of the coverages, the unit member on leave will pay the increase.

### 16.7 Duration of Benefits

Unit members who work a complete school year ~~and are in paid status on June 30~~ shall be provided with dental and vision benefits **for the next two months**, through August of the following school year, and with medical benefits **for the next two months**, through August of the following school year if they have been purchased pursuant to section 16.1. A complete school year is defined as being in paid status for a minimum of seventy-five percent (75%) of the employee's contract year (e.g. 139 days= 75% X 185 days), or the number of workdays that is proportional to 75% of that unit member's required work year if the work year exceeds 185 days.

### 16.8 COBRA

- 16.8.1 The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a unit member's employment terminate, he/she shall be entitled to continued coverage under the medical, dental and vision plans in accord with federal law (C.O.B.R.A.).
- 16.8.2 Current law provides for continued participation for a maximum of eighteen (18) months. A unit member wishing to participate in this program after termination shall pay the premiums for the continued coverages in addition to a service charge as provided by law.

*Linda Ortega*  
3-18-22  
MDEA

*[Signature]*  
3-18-22

MDUSD counterproposal to MDEA 10/5/2021 @ 2:22 a.m. (p.m.)

MDEA Counterproposal of 2021-09-29 to Time: 11:58 a.m.

MDUSD Proposal To MDEA on 9/14/21 at 11:23 a.m.

## ARTICLE 22

### RETIREMENT PLANS & RETIREE HEALTH/DENTAL BENEFITS

#### 22.1 Part-time Employment Leading to Retirement (Willie Brown Program)

A program designed to allow unit members aged fifty-five (55) or over to work part-time and receive full-time retirement credit during the ten (10) years immediately prior to retirement will be implemented as follows:

- 22.1.1 Application for this program must be made to the Human Resources Personnel Services Office by February 15 28 in the year previous to the school year in which the unit member intends to participate in the program. In January, the ~~Executive Director~~, Director or their designee, of Human Resources, or their designee, will hold an informational meeting to review Article 22.1 of the collective bargaining agreement if positions are available or being added for the next year.
- 22.1.2 A form contract as shown in Appendix D 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.
- 22.1.3 To be eligible the unit member must be fifty-five (55) years of age, and shall have had a minimum of ten (10) years employment in Mt. Diablo Unified School District, the most recent five (5) years of which must be on a full-time basis.
- 22.1.4 The minimum of the equivalent of half-time service may be exceeded upon the mutual consent of the unit member and the District.
- 22.1.5 Beginning in the spring of 1999, the District will allow up to twenty (20) unit members to participate in the program, although it shall not be required to grant this full number. Limits on participation shall not affect unit members in the program at the time the limitations become effective.
- 22.1.6 Those entering the program for the first time shall do so on the basis of District seniority.
- 22.1.7 Mutual agreement between the unit member and the immediate supervisor is required before the plan can be implemented.
- 22.1.8 At the end of the maximum ten (10) year part-time employment period the unit member is required to submit a resignation. Resignation may occur before the end of the ten (10) year period.
- 22.1.9 Revision or termination of the program will not modify the status of

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personnel who entered the program prior to the effective dates of such revision or termination.

22.1.10 Article 5, Transfer, will not apply to participants in this program.

22.1.11 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:

21.1.11.1	Normal Length of Student Day	Pay Per Period
21.1.11.1.1	6 periods	1/5 full-time rate
21.1.11.1.2	7 periods	1/6 full time rate

22.1.12 Salaries of secondary nurses will be based on the normal student days as follows:

21.1.12.1	Normal Length of Student Day	Pay Per Period
21.1.12.1.1	6 periods	1/6 full-time rate
21.1.12.1.2	7 periods	1/7 full time rate

**22.2 Early Retirement Plans**

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

**22.2.1.13 Early-Out Plan (E.C. §24203)**

~~22.2.1.1.13-1~~ 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).

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

~~22.2.1.2.14-1~~ 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).

**22.2.2 5 Savings Clause**

~~22.2.2.15-1~~ In the event that legislative authorization for any of the Early- Out Retirement Plans described in **§22.2.1.1 and 22.2.1.2** ~~22.3 and 22.4~~ is rescinded or modified, the parties shall meet at a mutually agreeable time to replace or modify these sections. If the legislature adds alternate early retirement plans, the parties may meet to add to

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this Article sections stating that such plans are available to employees.

**22.3 6 Post-Retirement Contract for Service**

**[Then renumber the rest of the Article]**

- 22.6.1 This program provides for payment of eligible retirees on a contract-for-service basis to complete or work toward completion of a project of value to the District.
- 22.6.2 **Committee**
  - 22.6.2.1 A joint committee of four (4) unit members chosen by the Association and four (4) representatives of the Board shall be appointed each year no later than February 1 to perform these tasks set forth below.
- 22.6.3 Procedure
  - 22.6.3.1 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 these 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.
- 22.6.4 Implementation
  - 22.6.4.1 A certificated person must have a minimum of ten (10) years of service in the District in a position requiring certification. A year of service is defined as working



seventy-five percent (75%) of the days required by their contract of employment.

- 22.6.4.2 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 their retirement until after the Board has acted upon their proposal contract.
- 22.6.4.3 The retiring employee shall be at least age fifty-five (55) at the time of retirement.
- 22.6.4.4 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.
- 22.6.4.5 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.
- 22.6.4.6 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.
- 22.6.4.7 Projects may be proposed by the Board, potential participants, the Association, bargaining unit members, or by management but are subject, individually, to approval by the committee described in §22.6.2 and §22.6.3 and by the Board of Education.
- 22.6.4.8 Any multi-year agreement shall be subject to annual evaluation by the designated supervisor of the work activity and/or project as described in written agreement. Such evaluations shall not be arbitrary or capricious and shall give specific reasons for any unsatisfactory conclusions. A copy of each evaluation must be given to the participant. The Board of Education may elect to discontinue the contract for the following year only upon such recommendation by the supervisor based on their unsatisfactory evaluation.
- 22.6.4.9 Duration of participation by one (1) individual shall be determined by the committee.
- 22.6.4.10 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:

- 22.6.4.10.1 Demonstrated leadership in District, school and/or professional organizations.
- 22.6.4.10.1 Publications
- 22.6.4.10.1 Nomination by peers
- 22.6.4.10.1 Actual verified previous experience in the special field of contribution.
- 22.6.4.10.1 Experience in teaching the aspects or content

22.6.4.11 Potential assignments for retirees may include, but are not pertaining to the assignment. The instruction may have been to professional personnel in college, extension services and/or adult school limited to:

22.6.4.11.1 Staff development (such as):



- 22.6.4.11.1.1 Curriculum/instruction in specific discipline(s)
- 22.6.4.11.1.2 General management methods
- 22.6.4.11.1.3 Contract management methods
- 22.6.4.11.1.4 Improving effectiveness of aides

22.6.4.12 Direct services (such as):

- 22.6.4.12.1.1 Clinical
- 22.6.4.12.1.2 Committee (E.A.S., S.A.T.)
- 22.6.4.12.1.3 Compliance reviews (such as):
  - 22.6.4.12.1.3.1 504 sites, facilities, programs
  - 22.6.4.12.1.3.2 94-142

22.6.4.13 Planning (such as):

- 22.6.4.13.1.1.1 Sites and their use - equipment control, materials, dispersal, inventory control
- 22.6.4.13.1.1.2 Trends - population/demographics
- 22.6.4.13.1.1.3 Programs
- 22.6.4.13.1.1.4 Vo-Ed
- 22.6.4.13.1.1.5 Environmental Education
- 22.6.4.13.1.1.6 Curriculum development
- 22.6.4.13.1.1.7 Material development for Instructional Materials Services
- 22.6.4.13.1.1.8 Demonstration teaching 2
- 22.6.4.13.1.1.9 Updating and revision of employee handbooks
- 22.6.4.13.1.1.10 Assisting in the development of in-service program
- 22.6.4.13.1.1.11 Updating and revision of other school district publications (Volunteer Aide Handbook, Noon Supervisor Handbook, Learning Center Instructional Assistant Handbook, Substitute Teacher Handbook, etc.)
- 22.6.4.13.1.1.12 Helping with staffing programs

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- 22.6.4.13.1.1.13 Analysis of testing data
  - 22.6.4.13.1.1.14 Updating and revision of school policies and regulations
  - 22.6.4.13.1.1.15 Project writing
  - 22.6.4.13.1.1.16 Project evaluation
  - 22.6.4.13.1.1.17 Tutoring
  - 22.6.4.13.1.1.18 Retirement counselor
  - 22.6.4.13.1.1.19. Coordinator of volunteers
  - 22.6.4.13.1.1.20. School Attendance Review Board
  - 22.6.4.13.1.1.21. Child Welfare and Attendance
- 

22.6.4.14 The total program of contracts/stipends shall be subject to an annual expenditure limit of twenty-five thousand dollars (\$25,000). The Board may revise this expenditure limit and adjust it upward if the committee recommends the funding of projects in excess of that level.

22.6.4.15 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.

## **22.7 Retiree Medical/Dental Benefits**

### **22.7.1 Medical and Dental Benefits for a Spouse or Eligible Dependent**

22.7.1.1 ~~For all members hired prior to June 30, 2022, the~~ District will reimburse medical benefits for the employee and spouse or one (1) eligible dependent and will pay for the cost of dental insurance to each employee and dependent(s) for a maximum of ten (10) years or until the first day of the month in which retiree reaches (or would have reached) age sixty-five (65), whichever comes first. This benefit is available upon retirement of the employee, provided such retirement occurs no later than the end of the fiscal year (July 1 to June 30) in which the employee reaches age sixty-three (63). Employees who retire after the end of the fiscal year (July 1 - June 30) in which the employee reaches age 63, shall be eligible for medical benefits for the retiree only, until the first day of the month in which the retiree reaches age 65. Eligible employees must complete the appropriate applications in the Office of General Counsel at least thirty (30) days prior to their retirement date in order for reimbursement of medical benefits to begin immediately upon retirement. ~~For all members hired after July 1, 2022, the District will reimburse medical and dental benefits for the employee only.~~

### **22.7.1.2 Retiree Medical and Dental Benefits Vesting Period**

Effective January 1, 2012, new hires, in order to be eligible for retiree medical and dental benefits, must have worked at the District in a certificated position for at least five (5) years prior to retirement, and must be eligible to retire. Unit members who have met the 5 year vesting period and who retire during the term of an approved leave, shall retain eligibility for retirement medical and dental benefits, per the terms and conditions of the expired July 1, 2010 - June 30, 2011 Agreement. Eligibility for Retiree Medical/Dental benefits under this section shall be subject to requirements/conditions imposed by carriers, per §22.10.1 of the expired July 1, 2010 - June 30, 2011 Agreement.

22.8 **CalPERS Payment**

22.8.1 The District's medical benefit allocation for each eligible retiree electing to be covered will be the minimum employer contribution (hereafter "MEC") rate for CalPERS per retiree per month as required by SB 1464 and set forth in the Government Code. In addition, the district will contribute to each retiree who qualifies under Section 22.7.1, on an individual basis an amount which, when added to the MEC set forth in this section, will cover the medical plans as provided in section 22.7.1, to the extent more specifically set forth in section 22.8.2 below.

22.8.2 The District's medical benefit allocation for each retiree, in addition to the MEC set forth in section 22.8.1 above, shall be as follows:

22.8.2.1 **Current Retirees (as of July 1, 2004):** The District shall continue to contribute an amount which when added to the amount set forth in section 22.8.1 (the MEC), will provide a total monthly contribution equal to the highest premium at each tier of coverage for HMO plans offered by CalPERS, to be adjusted annually for the term of the agreement.

22.8.2.1 **Employees Who Retire On or BEFORE June 30, 2007:** As to all employees who retire on or before June 30, 2007, the District shall continue to contribute an amount which, when added to the amount set forth in section 22.8.1 (the MEC), will provide a total monthly contribution equal to the highest premium at each tier of coverage for HMO plans offered by CalPERS to be adjusted annually for the term of the agreement.

22.8.2.1 **Employees Who Retire On or AFTER July 1, 2007:** As to all employees who retire on or after July 1, 2007, the District shall contribute an amount which, when added to the amount set forth in section 22.8.1 (the MEC), will provide a total monthly contribution equal to the following:

•**Retirees in Kaiser Service Areas:** The rate for HMO coverage under the CalPERS Kaiser Plan, adjusted annually for the term of the agreement, **UNLESS** the retiree's primary residence is outside a Kaiser service area as defined by Kaiser pursuant to section 22.10.1.

•**Retirees Outside Kaiser Service Areas:** The retiree shall provide sufficient written proof to the District that the retiree's primary residence is outside a Kaiser service area as defined by Kaiser pursuant to section 22.10.1. Upon receipt and verification of such documented proof, the District shall continue to contribute an amount which, when added to the

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amount set forth in section 22.8.1 (the MEC), will provide a total monthly contribution up to the highest premium at each tier of coverage for HMO plans offered by CalPERS, to be adjusted annually for the term of the agreement. This shall be the District's maximum contribution amount; if the retiree's medical plan is less than this amount, the District shall contribute this lower amount.

**•Change of Residence/Medical Plan After**

**Retirement:** Every retiree shall be responsible for notifying the District in writing of a change in primary residence that would impact the District's maximum contribution as set forth above (e.g., moving to, or outside of a Kaiser service area as defined above and/or moving to a different medical plan if outside of a Kaiser service area). Retirees who change primary residence shall be eligible to change their medical plan coverage as permitted by CalPERS pursuant to section 22.10.1. However, the District shall automatically adjust its contribution level, as provided above when the employee changes primary residence and is eligible for a change in coverage as permitted by CalPERS pursuant to section 22.10.1, in accordance with the provisions set forth above, regardless of whether the retiree changes medical coverage.

22.8.2.4 **"Flex Dollars" for Retirees:** All current retirees (as of July 1, 2004) and employees who retire on or before June 30, 2007 shall continue to be eligible to receive "flex dollars" through June 30, 2007, should they elect medical coverage through CalPERS which is less expensive than the District's maximum contribution as set forth above. Effective July 1, 2007, all "flex dollars" shall be discontinued.

22.8.2.5 By way of example only, the highest HMO rates are as follows for 2006:

One-party premium	\$425.50 per month
Two-party premium	\$851.00 per month

(NOTE: Although the foregoing premiums are all from Blue Shield, designation of the highest premium at each tier can be from different plans.)

22.8.2.6 Should the retiree enroll in a more expensive plan, the District's obligation is limited to the lower amounts as set forth above.

*[Handwritten mark]*

22.8.2.7 The District will continue to pay the cost of dental insurance, subject to the requirements of section 22.7.1.1, adjusted annually for the term of the Agreement.

22.8.3 Because PERS/STRS requires that the CalPERS premiums be deducted from the retiree's PERS/STRS warrant, the District will provide a concurrent, non-taxable monthly reimbursement up to the amount designated above.

**22.9 Benefits for Retirees Who Retire After Age 63**

22.9.1 Retirees who retire after the fiscal year in which they turn age 63 shall be provided district paid medical coverage through the month prior to which they turn age 65 (pursuant to §22.8, above). This benefit applies to the employee only.

**22.10 Requirements/Conditions Imposed by Carriers**

22.10.1 The benefits provided under this section (Retiree Medical/Dental Benefits) shall be subject to any requirements or conditions which may be imposed by the carrier and/or provider.

*Linda Ostig*  
MDEA 10-5-21  
4:22pm

*John P. ...*  
mdu50 10-5-21  
4:22 p.m.

MDUSD Counterproposal to MDEA as of 10/28/21 at 4:44 a.m./p.m.

MDEA Counterproposal of 2021-10-28 to MDUSD Time: 2:17 p.m.

MDUSD Counterproposal to MDEA as of 10/20/21 at 10:42 a.m.

MDEA Counterproposal of 2021-09-29 to MDUSD Time: 1:52 p.m.

MDUSD Proposal to MDEA On September 14 at 11:54 a.m.

## ARTICLE 23 PERSONNEL FILES

### 23.1 Inspection of Files

- 23.1.1 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.
- 23.1.2 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.

### 23.2 Placement of Materials in the Personnel File

- 23.2.1 ~~All materials placed into a personnel file will be electronically date stamped to identify the date of scanned submission.~~ Any person who places written **or digital** material or drafts written **or digital** 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 or digital~~ **All District-generated materials placed in a personnel file shall include the date that the material was sent to the employee of submission such placement. Bargaining unit members who submit materials to the District that are necessary to include in their personnel file shall, upon request, be offered, and upon request, be provided a copy of date stamped materials.**
- 23.2.2 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 their 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.
- ### 23.3 Appropriate Locations
- 23.3.1 ~~Human Resources Personnel~~ Office
- 23.3.1.1 The District shall maintain the official file in the Human Resources ~~Personnel Services~~ Department at the Dent Center.
- 23.3.2 Principal's File



23.3.2.1 It shall be appropriate for the principal or other direct supervisor to maintain a single working file in a secure location at the work site. This file may include, but not be limited to the following material:

23.3.2.1.1 Copies of observations and evaluations;

23.3.2.1.2 Notes relative to verbal concerns, letters of warning and signed formal complaints which have been conveyed or communicated to the employee. These documents shall be retained for up to two (2) years unless another incident occurs within a progressive discipline context, in which case this time frame shall commence with the latest incident;

23.3.2.1.3 Any material of a positive nature; and

23.3.2.1.4 Correspondence personally addressed to the specific employee.

23.3.2.2 There shall be no copies of materials in this file which have been sealed in the file in the Personnel Services office.

23.3.2.3 Only material covered in 23.3.2.1.1 through 23.3.2.1.4 shall be available for the employee to review upon proper request. **Only such material may be retained in the site file at the time of the supervisor/principal moving from the site.**

#### **23.4 Negative or Derogatory Material Greater than Four (4) Years Old**

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

23.4.2 Except as provided in Education Code sections 44939.5, 44944, or 44944.1, ~~the~~ District shall not initiate or cause to be initiated any action to the unit member based on such material.

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

the separate file.

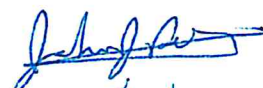
- 243.4.4 In the event the District receives a valid subpoena ~~or other~~, court order, or Public Records Act request requiring disclosure of such material, the District shall immediately notify the unit member and the Association. The district shall immediately transmit a copy of the subpoena, ~~or other~~ court order, or Public Records Act request to the affected employee at the employee's last address of record. **Disclosure of such material upon receipt by the District of a valid subpoena, court order, or Public Records Act request shall only be released by the District's Associate General Counsel, and only after the affected employee has been provided the copy. Unless legal timelines cannot be followed otherwise, the District shall not disclose any of these materials until after the employee has received their copy of the subpoena, court order or Public Records Act request.**

### 23.5 Complaints

- 23.5.1 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, in writing, shall be provided to the unit member.
- 23.5.2 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 their option have representation at any conference.
- 23.5.3 If the principal denies a unit member's request for a conference with the person making a complaint, the principal shall provide the unit member with a 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.
- 23.5.4 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.

**23.5.4.1 §23.5.4 shall not apply in harassment complaint cases where the person making the complaint alleges sexual harassment or any other form of prohibited harassment.**

Linda Ortega  
for MDEA  
10-28-21

  
10/28/21





MDEA Counterproposal of 2021-10-28 to MDUSD Counterproposal to MDEA as of 10/20/21 at 10:36 a.m. Time: 2:23 p.m.  
MDEA Counterproposal of 2021-10-05 to MDUSD Time: 4:03 p.m.  
MDUSD Proposal to MDUSD at 10:31 am on 9/29/2021  
MDEA Proposal to MDUSD at 11:47 am on 9/13/2021

## ARTICLE 25

### PROFESSIONAL DEVELOPMENT ADVISORY COMMITTEE

#### 25.65 Purpose of the Committee

25.65.1 To approve professional development for advancement on the salary schedule.

25.1 The "Professional Development Advisory Committee" ~~may approve~~ **shall offer** professional growth opportunities ~~that align with the District's instructional objectives~~ to unit members so they might assume responsibility for their own professional development and be consistent with the district's goals for student outcomes.

25.2 All offerings shall be approved in advance by the Professional Development Advisory Committee. Any flier or advertisement for the offering shall clearly state that it has been approved by the Professional Development Advisory Committee and shall state the number of District units which will be earned.

25.3 Credit for salary schedule movement shall be on increments of **% half (1/2)** or full units. To qualify for a **% half (1/2)** unit of credit the professional growth activity must consist of ~~7 % five (5)~~ **seven and a half (7 1/2)** hours of actual classroom attendance, **virtual classroom attendance, and/or assigned learning time or assigned activities.** A full unit must consist of ~~ten (10)~~ **fifteen (15)** hours of actual classroom attendance, **virtual classroom attendance, and/or assigned learning time/activities.**

~~25.4 Annually the District shall ensure that all bargaining unit members, including, but not limited to, classroom teachers, nurses, counselors, librarians, SDC teachers, SLPs, Resource Specialist have access to high quality professional development opportunities relevant to their job title/ assignment during the four (4) professional development days in Article 7.1.5. This includes their ability to be a participant for the entirety of these four (4) days, and to not be required to be a presenter.~~

#### 25.54 Professional Development Advisory Committee Membership

25.54.1 The Professional Development Advisory Committee shall be composed of **three (3)** ~~four (4)~~ MDEA representatives - one from ~~each level (e.g. elementary, middle school and~~ **one from secondary, high school)** and ~~the~~ MDEA's Instruction and Professional Development **Advisory** Committee Chairperson. The district shall appoint **three (3)** ~~four (4)~~ representatives to the Committee, one of whom shall be the Executive

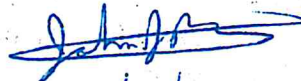
Director or Chief, Instructional Support.

- 25.54.2 The Professional Development Advisory Committee shall select its own chair.
- 25.54.3 Decisions shall be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least four (4) ~~five (5)~~ members.
- 25.5.4 The Professional Development Advisory Committee shall hold its first meeting each year by the 20<sup>th</sup> work day.**

~~Professional Development Advisory Committee shall meet within 20 work days of the District and MDEA agreeing that a valid opportunity to offer professional development is available for advancement on the salary schedule.~~

~~25.65 Purpose of the Committee (Moved To Top)~~

- ~~25.65.1 To approve professional development for advancement on the salary schedule.~~

  
10/28/21

MDEA Counterproposal of 2021-10-28 to MDUSD Counterproposal to MDEA as of 10/20/21 at 2:58 p.m. Time: 3:35 p.m.  
MDEA Counterproposal of 2021-10-05 to MDUSD Time: 4:08 p.m.  
MDUSD Proposal to MDEA at 1:44 p.m. on 9-29-2021  
MDEA Proposal at 12:12 pm on September 13, 2021

**ARTICLE 26**  
**SUMMER SCHOOL**

**Selection Process**

- 26.1 No later than April 15, a list of all available summer school positions shall be issued by the Human Resources Department Personnel Office and posted at each site. Each position shall indicate subjects and/or grade level to be taught.
- 26.2 Qualified unit members, including those in probationary and temporary status, shall be selected for vacancies before new hires. The District shall determine those unit members who are qualified.
- 26.2.1 After members have been selected to fill projected vacancies and it becomes apparent that fewer Summer School teachers are required than have been hired, decisions on retention of staff for available positions shall be seniority based.
- 26.3 Application of this article is contingent on the District's decision to offer a summer school program.
- 26.4 All class size and caseload maximums outlined in this Collective Bargaining Agreement shall apply to Summer School, including, but not limited to, classroom teachers, nurses, counselors, librarians, SDC teachers, SLPs, Resource Specialist
- 26.5 Summer school pay is addressed in Article 14.5.2.1.

*Linda Ortega*  
for MDEA  
10-28-21

*Jahudra*  
10/28/21

*[Handwritten mark]*



*aw*

MDUSD counterproposal to MDEA 10/20/2021@ 2:17 a.m/p.m.

**MDEA Counterproposal of 2021-10-20 to MDUSD at 11:31 am**

MDUSD counterproposal to MDEA 10/5/2021@ 2:17 p.m.

MDEA Counterproposal of 2021-09-29 to Time: 11 a.m.

MDUSD Proposal as of 9/14/2021 at 10:19 a.m.

**ARTICLE 8**

**JOB SHARE PROGRAM**


**8.1 Job Sharing**


- 8.1.1 Job sharing is a plan whereby two (2) unit members share the full responsibilities for one (1) identifiable full-time position.
- 8.1.2 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 permanent status to the part-time positions for the term of the job share arrangement.
- 8.1.3 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.
- 8.1.4 The purchase of medical benefits for job share partners shall be in accordance with the rules and regulations of CalPERS.
  - 8.1.4.1 The purchase of dental and vision benefits for job share partners shall be in accordance with the rules and regulations of Schools Self Insurance of Contra Costa County.
- 8.1.5 Job share teams shall be comprised of permanent employees with two exceptions:
  - a. Retired teachers when such arrangements are not complicated by rehire rules following layoff; and
  - b. There may be situations where, due to the illness or injury of one, or both parties to a job share team, temporary employee(s) may be hired to complete a given school year. When such situations occur, the term of employment for the temporary employee(s) shall not exceed the remainder of the school year when such illness or injury occurs. If a job share partner will be absent for the extended period (more than one (1) school year) due to illness or injury, the job share arrangement shall be deemed terminated. The remaining partner shall have the option of taking the position formerly shared full-time, requesting a leave for the following school year or seeking a new partner. The new partnership shall be considered a new job share and the participants shall follow

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the procedures and timelines outlined in § 8.1.6, §8.1.16 and §8.1.17, or in §8.1.11, if an extended absence due to illness or injury occurs outside the normal timeline for job share formations.

- 8.1.6 Mutual agreement between the two (2) unit members, the immediate supervisor, and the ~~Executive Director-Chief~~ and/or Director of Human Resources is required before the plan can be implemented. In the event the District withholds agreement, the reasons for such rejection shall be put in writing and furnished to the two unit members.
  - 8.1.7 Article 5, Transfer, shall not apply to any transfers required to implement this provision.
  - 8.1.8 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.
  - 8.1.9 Evaluation of participants shall be as prescribed by Article 11.
  - 8.1.10 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, including terminations effected by layoff, the job-sharing participants affected shall revert to the full or part-time status held prior to such job-sharing. Should this termination of the job-sharing result in a member going from a non-benefited position to a benefited position, the member must contact the District Benefits Specialist in order to enroll for medical, dental and vision benefits.
  - 8.1.11 With District approval a unit member may withdraw from job-sharing and be reinstated to their former full or part-time permanent status, if so qualified. In determining placement of the unit member or unit members giving up job-sharing, the most senior shall have preference for the job formerly shared. The remaining partner shall not lose their priority as an ongoing job share and is exempt from §8.1.16 and §8.1.17. If the job share termination falls within the District transfer timeline, the less senior partner shall, at their discretion, become an involuntary transfer at the same percentage of employment held prior to the job share, or may seek a new job share partner for the remaining term of the approved job share. If the termination occurs outside the District transfer timeline, the remaining partner may seek a new job share partner for the remainder of the term of the approved job share, provided a new partner is located at least fifteen (15) working days prior to the beginning of the subsequent
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school year. If a new partner cannot be found, the less senior partner shall be assigned to a vacancy, be granted a leave of absence for the following school year, if requested, or shall be assigned as a day-to-day sub, as per §5.15. If partners in a dissolving job share have the same seniority date, seniority shall be determined by lottery.

- 8.1.12 If one of the participants in a job share retires, leaves employment with or is separated from employment with the District, laid-off or dies, the remaining partner may accept the position full time or go through the process for forming a new job share partnership for the remainder of the term of the approved job share, as outlined in §8.1.11. In the case of retirement or death, the remaining partner does not lose their priority as an ongoing job share and is exempt from §8.1.16 and §8.1.17.
- 8.1.13 In January, the Personnel Human Resource Office will send out a survey to principals to determine which job share partnerships will continue the following year.
- 8.1.14 In January, the Executive Director Chief and/or Director, Human Resources will hold an informational meeting to review Article 8 of the collective bargaining agreement. The potential impact of layoff will be reviewed at the meeting.
- 8.1.15 From February 1 through February 15 28, the Personnel Human Resources Office will accept plans for new Job Share participants. These plans must be completed in accordance with the procedures outlined in §8.1.6.
- 8.1.16 By February 22 February 28, March 7, if needed, the Executive Director Chief and/or Director, Human Resources and the President of MDEA will create by lottery a numerical order for implementation of new Job Share partnerships up to the maximum number stipulated in § 8.1.2024.
- 8.1.17 Similar to transfers, job share site assignments must be made no later than July 15 fifteen (15) working days before the first student day.
- 8.1.18 No certificated position within the bargaining unit shall be unreasonably excluded from the job-sharing program.
- 8.1.19 An individual may remain in a job share for no longer than five (5) consecutive years. Year one for each individual in a job share will be the first year in which an approved job share is implemented.  
After five (5) consecutive years an individual or job share partners would need to reapply in accordance with §8.1.6, 8.1.16 and 8.1.17.
- 8.1.19.1 The exception to 8.1.19 is a job share team where one or both of the partners are participating in the "WillieBrown" program. Partners shall be limited to the term of the "Willie-Brown." If a non-"Willie-Brown" partner leaves the job share, the new partner will be limited to the term remaining on the original "Willie Brown"

partner.

- 8.1.20 The number of job share positions filled by partners who are permanent shall not exceed forty (40). Three (3) additional job share team(s) in a recognized statewide shortage area may be approved by the District. Through mutual agreement the number of job share partnerships in a recognized statewide shortage area may be increased beyond three (3).
- 8.1.21 Job share arrangements which include a schedule or plan by which one or more of the partners will work in the fall and spring intervention program shall not count towards the established cap or the term limit established in 8.1.2021.
  - 8.1.21.1 If the parties do not participate in the fall and spring intervention program in a subsequent year, they shall be required to re-apply for a new job share assignment which will be counted towards the cap.
  - 8.1.21.2 All other relevant sections of this Article apply.

*Linda Onteja*  
for MDEA  
10-20-21

*John [Signature]* 10/20/21