

8:22pm

MEDIATED TENTATIVE AGREEMENT
between the
MT. DIABLO EDUCATION ASSOCIATION
and the
MT. DIABLO UNIFIED SCHOOL DISTRICT
(December 18, 2019)

The Mt. Diablo Unified School District ("District") and the Mt. Diablo Education Association ("MDEA") have reached the following mediated tentative agreement pursuant to the PERB impasse procedures to conclude their successor contract negotiations:

Article 1 – Agreement – General Terms

1.7.1 The term of this Agreement will be from July 1, 2018 through June 30, 2021.

1.8.1 Successor Negotiation - The Association and the District shall present proposals for a Successor Agreement no later than March 6, 2021.

Article 11 Evaluation:

The parties hereby incorporate their pre-impasse Tentative Agreements in Article 11, dated October 12, 2018.

Article 13 Evaluation:

The parties hereby incorporate their pre-impasse Tentative Agreements in Article 13, dated October 12, 2018.

Article 19 Leaves of Absence:

The parties hereby incorporate their pre-impasse Tentative Agreement on Article 19, dated January 31, 2019.

Article 6 Class Size:

The parties hereby incorporate their mediated Tentative Agreement dated December 18, 2019.

Article 7 Work Year:

The parties hereby incorporate their mediated Tentative Agreement dated October 29, 2019.

Article 9 Hours:

The parties hereby incorporate their mediated Tentative Agreement dated December 18, 2019.

Article 14 Salaries:

The parties hereby incorporate their mediated Tentative Agreement dated December 18, 2019.

Article 16 Employee Benefits:

The parties hereby incorporate their mediated Tentative Agreement dated December 3, 2019.

Article 20 Special Education:

The parties hereby incorporate their mediated Tentative Agreement dated October 29, 2019.

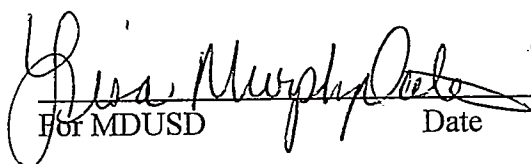
Appendix A (Compensation Chart and Supplemental Compensation Chart):

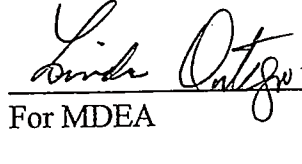
The parties hereby incorporate their mediated Tentative Agreements dated December 3, 2019 and December 18, 2019.

Article 2 Organizational Security:

The parties agree to convene a bargaining subcommittee that will meet during January 2020 to attempt to reach agreement on Article 2 - Organizational Security. If the parties do not reach agreement on Article 2 by January 31, 2020 they agree to send Article 2 to binding interest arbitration, as provided for in AB 119.

Any Article not amended by this mediated Tentative Agreement shall remain status quo (current contract language).

 12/18/19
For MDUSD Date

 12-18-19
For MDEA Date

Time 8:08 pm

ARTICLE 6
CLASS SIZE

6.1 Class Size

6.1.1 Class Size Non-Title 1 School Sites

Effective June 30 July 1, 2020, in assigning students to classes at non-Title 1 school sites the following guidelines will be observed:

	Critical Class Size	Maximum Class Size
TK-K (All Day-360 minutes)		27
TK	29	32-31 <u>29</u>
K	29	32-31 <u>29</u>
1-3	28	31-30 <u>29</u>
TK-3 Combination	28	30-28 <u>28</u>
4-5	30	34-33 <u>33</u>
4-5 Combination	28	31 <u>30</u>
6-12	33	<u>37</u>
English	34	<u>33</u>
Physical Education	40	<u>45</u>
*Elementary Physical Education		45
Choral Music	40	45
Instrumental Music	40	45
Dual Language Instruction		<u>22 26 28</u>
Continuation Schools		<u>20</u>
Independent Study Programs		<u>25 33</u>
Sheltered English		<u>24</u>
ELL Newcomers		<u>24</u>

6.1.2 — Should funding for Grade Span Adjustment (GSA) under LCFF be eliminated, reduced or suspended at any time during the period of this Agreement, or if the requirements of the LCFF law, or the GSA provision of the law, is repealed, amended or suspended, then the class sizes for TK to through 3rd Grade, including 3/4 combination classes, shall return to the class size maximums in 6.1.1. above, and those class sizes shall constitute compliance with Section 42238.02(d)(3)(B) or (D) et. seq. of the Education Code (collectively bargained alternative annual average class size).

6.1.2.2: For the term of this agreement Class Size for Transitional Kindergarten (TK) to 3rd Grade and 3/4 combination classes, shall be as follows, unless Article 6.1.2.1 above applies. Transitional Kindergarten and 3/4 combination classes shall not be averaged at 27 to 1 until 2015/16 school year and thereafter:

6.1.2.3 — In order to compute school site averages beginning on or after the eighteenth (18th) school day of each school year in grades Transitional K to 3rd grade, including combination 3/4 classrooms, all of the students in Transitional K to 3rd grade, including combination 3/4 classes, shall be added and then that sum shall be divided by the number of Transitional K to 3rd grade, including combination 3/4 classes, to ensure that there is an K-3 class size average of 27 students per class per site.

Effective June 30, 2021, in assigning students to classes the following guidelines will be observed:

	Critical Class Size	Maximum Class Size
TK	29	32 26
K	29	32 26
1-3	28	31 26
K-3 Combination	28	30 26
4-5	30	34 33
4-5 Combination	28	31 29
6-12	33	37
English	31	33
Physical Education	40	45
*Elementary Physical Education		45
Choral Music	40	45
Instrumental Music	40	45
Dual Language Instruction		22
Continuation Schools		20
Independent Study Programs		25
Sheltered English		24
ELL Newcomers		24

6.1.1.1 *Elementary Physical Education teachers class size and working conditions shall be subject to the terms and conditions of the "Elementary Physical Education Teachers Safety and Working Conditions Grievance Settlement" (attached as Appendix _____)

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

6.1.3.1 If the Elementary Physical Education Teacher is absent, and no substitute credentialed teacher is available to cover their absence, preps shall be cancelled for all affected teachers, and they shall receive pay for their missed prep(s) per §9.8.2.2

~~6.1.3.2 Teachers who were directed to serve students other than the 4th and 5th grade students (e.g., serving third grade students in 3/4 combe classes) shall be paid per §6.65 the 2016-2017 Class Size Overage MOU for each student on the combe class teachers' roster who does not qualify for additional upper grade P.E. services, for each day these non-qualifying students were served, on or after the 19th student day of the 2016-17 school year. Elementary PE teachers may be assigned to collaborate with other grade levels as long as they continue to continue to receive their contractual lunch, prep, and breaks.~~

6.1.3.3 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.

~~6.1.4 TK/KK combination classes will not be scheduled, as combining students at these age levels is not developmentally appropriate.~~

6.1.5 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.

6.1.2 Class Size Title 1 School Sites

In assigning students to classes at Title 1 school sites the following guidelines will be observed:

	Maximum Class Size
TK	24-26
K	24-26
1-3	24-26
K-3 Combination	22-26
4-5	30-33
4-5 Combination	28-29
6-12	30
English	26
Physical Education	34
Choral Music	34
Instrumental Music	34
Dual Language Instruction	20-22
Alternative Schools	20
Independent Study Programs	25
Sheltered English	24
ELL Newcomers	24

6.1.3 Maximum Daily Student Contacts – Non Title 1 Secondary Sites

6.1.3.1 Teachers of academic classes at non Title 1 secondary school sites shall have a maximum number of daily contacts that reflects the maximum class size, by subject area, multiplied by 5. For example: the maximum class size for secondary math classes is thirty six (36) students. $36 \text{ students} \times 5 = 180$ maximum daily contacts for secondary math classes.

6.1.4 Class Sizes – Non Title 1 Secondary Schools

6.1.4.1 Class sizes shall be determined by dividing the maximum daily contact number, by subject area, per §6.1.3.1, above, by the number of instructional periods at that school site. For example: at a secondary site on a six (6) period day, dividing the 180 total daily contacts for math by 5 instructional periods yields a maximum class size of thirty six (36) students. Using the same math class example at a site on a seven (7) period day, 180 total daily contacts divided by 6 instructional periods yields a maximum class size of thirty (30) students per period.

6.1.4.2 Teachers at regular secondary sites who accept an assignment in excess of 100%, shall serve one (1) additional class of students with a class size which reflects the calculation in §6.1.4.1, above, based on the subject area being taught and the number of instructional periods at that school site.

6.1.4 Teachers at secondary non Title 1 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.

6.1.5 Maximum Daily Student Contacts – Secondary Title 1 Schools

6.1.5.1 Maximum daily contacts at secondary Title 1 school sites shall be determined by multiplying the maximum class size, by subject area, by five (5). For example: English classes at secondary Title 1 school sites may not exceed twenty six (26) students. $26 \text{ students} \times 5 \text{ instructional periods}$ yields maximum daily contacts for English classes of one hundred thirty (130) students.

6.1.6 Class Sizes – Secondary Title 1 School Sites

6.1.6.1 Class sizes at secondary Title 1 school sites shall be determined by dividing the number of maximum daily contacts, by subject area, per §6.1.5.1 above, by the number of instructional periods at that school site. At secondary Title 1 school sites on a six (6) period instructional day, dividing the 130 total maximum daily contacts for English by 5 instructional periods yields a maximum class size of twenty six (26) students. Using the same English class example at a Title 1 site on a seven (7) period instructional day, 130 maximum daily contacts divided by 6 instructional periods

yields a maximum class size of twenty two (22) students per period for English classes.

6.1.6.2 Teachers at secondary Title 1 schools who accept an assignment in excess of 100%, shall serve one (1) additional class of students with a class size which reflects the calculation in §6.1.6.1, above, based on the subject area being taught and the number of instructional periods at that school site.

6.1.6 6.1.3.1 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.

6.1.7 6.1.2. 6.1.3.2 At middle schools where core classes include English, the English class size maximum shall be used that is applicable to that middle school site, based on whether the site is a non Title 1 school, or a Title 1 school.

6.1.3

6.1.8 4 The District will attempt in the general elementary program to keep combination classes (2 or more grades) from reaching the maximum class size.

6.1.84.1 Upon request, the principal/program administrator shall meet with the faculty, department, or affected unit members to review critical or maximum class size situations. The purpose of this review shall be to determine if alternative plans can be developed to avoid reaching maximum class size.

6.1.84.2 If such a plan is developed, it shall be made available in writing upon request to affected unit members and the site Association Representative.

6.1.84.3 If the principal is unable to find alternatives to avoid exceeding the maximum in a class, they will consult with unit members affected.

6.1.84.4 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.

6.1.84.5 Choral and instrumental music maximum class sizes that are applicable to a non Title 1 middle school site, or a Title 1 middle school site, may be exceeded with the concurrence of the majority of the choral and instrumental music teachers at the that school site.

6.1.84.6 The full-time assignment for elementary vocal and instrumental music teachers shall be based on serving up to nine (9) eight (8) 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) thirty-eight (38) classes per week. The weekly maximum number

of classes which may be served by vocal music teachers shall be reduced by one (1) class for each chorus that is assigned. Staff may exercise flexibility in scheduling the classes to account for variations in the instructional day during the week, not to exceed the weekly maximums stated above.

6.1.84.7 The full-time assignment for elementary library/media teachers shall be based on serving up to nine (9) eight (8) classes per day on a regular school day, and six (6) classes per day on early-out Wednesdays, for with a maximum of forty-two (42) thirty-eight (38) 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 weekly maximum stated above.

6.1.84.8 ~~In addition to their regularly scheduled preparation time, per §9.8.5, elementary library/media teachers will receive one (1) student free period per week at each school site to which they are assigned to process newly purchased books, and to maintain each school site's existing library collection.~~

6.1.7.9 ~~Each school site shall have a full-time library/media teacher assigned.~~

6.1.84.9 In so far as practical, 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.

6.1.7.11 ~~Reading Specialists who are assigned to provide instruction or intervention to students in group settings shall serve groups of no more than six (6) students.~~

6.1.7.12 ~~Intervention and Instructional Support Teachers (IIST), shall serve groups of no more than six students, and shall not serve more than fifty six (56) students each week, per Appendix N.~~

6.1.7.13 ~~English Language Development (ELD) teachers and elementary classroom teachers shall serve classes of no more than thirty-two (32) students during ELD rotations.~~

6.1.7.14 ~~The number of ELD students assigned during each period at all secondary sites shall, insofar as possible, be equally distributed among all teachers within that department, and within given subject area(s).~~

6.1.84.10 Agreements made in accord with the §6.1.8.4 and §6.1.8.5 ~~§6.1.4.4 and §6.1.4.5,~~ 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.

6.1.84.11 Notwithstanding the ~~critical~~ and maximum class sizes specified in ~~§6.1.1 – §6.1.2~~, above, ~~for both non Title 1 and Title 1 schools~~, no class enrollment may exceed the number of work stations, by school site and lab classroom, per Appendix O which may be revised annually to reflect changes, upon request of either party.

6.1.84.12 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. Secondary schools shall receive additional staffing based on the District integrated count formula.

6.1.84.13 When in the judgement of the unit member one (1) or more of the students in a class is a chronic problem, the principal shall confer with the unit member in regard to class size considerations. 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.

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

~~6.1.7.20 The number of Special Education students assigned during each period at all secondary school sites shall, insofar as possible, not exceed 10% of the students assigned to that class and shall be equally distributed among all teachers within that department and within given subject area(s).~~

6.2 Special Day Class Size and Caseload

6.2.1 Teacher of Elementary and Secondary Special Day Class/Non-Severely Handicapped classes shall be assigned a maximum of fifteen (15) students.

6.2.2 Teacher of Elementary Special Day Class/severely handicapped, 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 Teacher of Secondary Special Day Class/severely handicapped classes, including low incidence classes, post secondary, and classes in enters shall be assigned a maximum of eleven (11) students.

6.2.4 Teacher of Preschool Special Day Classes/severely handicapped, including low incidence classes and classes in centers shall be assigned a maximum of ten (10) students.

6.2.5 Preschool Special Day Class/non-severely handicapped shall be assigned a maximum of twelve (12) students.

6.2.6 A severely handicapped class is defined as a special day class with at least two-thirds (2/3) 1/2 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 level 2 or 3 on the DSM-V criteria), blindness, deafness, severe orthopedic impairments, serious emotional disturbances, and severe intellectual disability ~~mental retardation~~.

~~6.2.6.1 Teacher of Intensive Autism classes shall be assigned maximum of six (6) students.~~

~~6.2.6.1.1 Intensive Autism classes shall have three (3) SEAs assigned to the class for seven (7) hours during each full school day, and for the entire student day on early-out or minimum days.~~

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 within twenty (20) school days.

~~6.2.8 Because of maximum class size limits, the district will make a good faith effort to staff at critical class size levels at sites and grade levels where there is a history of mainstreaming SDC students.~~

6.2.89 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.

~~6.2.910~~ Secondary special education classes organized departmentally shall not exceed fifteen (15) (this does not apply to learning center environments).

6.3 Full Inclusion

~~6.3.1~~ A full Inclusion Student is a student working on a significantly modified curriculum in a functional and life skills program while spending the most more than ninety fifty percent (90%) (50%) of their instructional day in on the general education setting.

~~6.3.1.1~~ This significantly modified curriculum shall be provided to the general education teacher(s).

~~6.3.1~~ A full inclusion student is defined as a student assigned to a general education classroom that has an IEP or a condition that impacts either their ability to learn and/or their ability to behave according to the norms for a regular education classroom for their grade level. When a full-inclusion student is assigned to a general education classroom at the elementary level, the following provisions will apply.

~~6.3.2~~ The classroom teacher will be informed of the name of the student's case manager and will be provided copies of the student's IEP before the student enters the classroom.

~~6.3.3~~ The affected teacher's class size will be reduced to no more than twenty-two students.

~~6.3.4~~ The class shall be assigned a seven (7) hour SEA, for each day school is in session.

~~6.3.4.1~~ If an SEA is not required by the student's IEP, the purpose of the SEA shall be to provide overall support to the teacher and the class.

~~6.3.4.2~~ The SEA assigned to the class shall be knowledgeable about the student's disability.

~~6.3.4.3~~ The SEA shall be appropriately trained in how to provide the support the student requires.

~~6.3.25~~ The classroom teacher shall be provided with training during a regular workday, and within required site time, by level, which shall include the following:

~~6.3.25.1~~ Information about the student's disability

~~6.3.25.2~~ Strategies in how to support the student's specific needs

~~6.3.25.3~~ Strategies for directing, working with and developing an SEA

6.3.25.4 — The District's Special Education policies and practices, especially as they relate to a teacher's right to advocate for appropriate student placement.

6.3.6 — The classroom teacher shall receive an annual stipend to recognize the additional research, planning, recordkeeping and meetings associated with supporting a student with special needs. The amount of this stipend shall be equal to the stipend for advanced degrees, per §14.6.1, and shall be addition to any other stipend(s) the teacher receives.

6.3.7 — The classroom teacher will be expected to attend IEP meetings and will have the right to share concerns regarding appropriate placement, services, and goals. There shall be no coercion or retaliation against the teacher regarding such input.

6.3.8 — No bargaining unit member who is not a permanent teacher will be assigned to a classroom that includes a Full Inclusion student.

6.3.9 — A Full Inclusion Facilitator or other appropriate Special Education staff member will be assigned to provide ongoing support to the classroom teacher and will meet with the teacher at least monthly during site time.

6.2.8 — No more than two (2) Full Inclusion students will be assigned to any one (1) classroom. If both students' IEPs specify SEAs, the classroom will be assigned two (2), seven (7) hour per day, SEAs.

6.2 Support Regarding Student Behavior

6.4.1 — A classroom teacher who has developed and implemented a Behavior Intervention Plan (BIP) for a student and finds that the student's behavior still frequently deviates from classroom norms, shall be given assistance from an administrator to develop a new BIP that could be more effective.

6.4.1.1 — If, after six weeks, the teacher determines that the student's behavior still frequently deviates from classroom norms, the District will assign a behaviorist to assist the teacher and student in the following ways:

6.4.1.2 — The behaviorist will spend the majority of class time for one week observing the student(s), documenting behavior, collecting data, assisting the teacher, and modeling appropriate behavior modification strategies.

6.4.1.3 — The behaviorist will work with the teacher to develop and implement an improved BIP, based on the data collected in 6.4.1.2 above.

6.4.1.4 — The behaviorist will spend the majority of class time in the teacher's class room for the following three weeks to evaluate the effectiveness of the BIP.

~~6.4.2 If, after three weeks, the student's behavior still frequently deviates from classroom norms, the teacher shall have the opportunity to advocate to the Assistant Superintendent and Executive Director for Special Education for an alternative placement for the student. The teacher will receive a written response to their request within ten days and will have the right to appeal the decision to the Superintendent.~~

~~6.4.3 Time that the teacher spends documenting behavior and compiling data related to a BIP will be compensated at the Certificated Hourly Rate, per §14.5.1.~~

6.43 Other Special Education Class Sizes/Assessment Limits

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

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

~~6.3.2.1 No Speech Therapist shall be assigned as the caseload manager for any Full Inclusion student(s) as defined in 6.3.1, whose IEP provides for services from other Special Education teachers or service providers (e.g., Occupational Therapists).~~

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

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

6.43.5 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.

~~6.5.5.1 All fully included students, as defined in 6.3.1, will be caseload managed by Full Inclusion Facilitators, per §6.5.5, above.~~

6.43.6 Notwithstanding the Special Education class size and caseload limits listed in §6.2 - §6.43.5, 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 assess 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).

6.43.6.1 Any required assessments which exceed this fifty-five percent (55%) of class size or caseload assessment limit, shall be paid per the terms of the Special Education Caseload Overage Special Compensation MOU (Appendix P of this Agreement) for those teachers who volunteer to take on such additional assessments.

6.43.7 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 the terms of the Special Education Caseload Overage Special Compensation MOU, attached as Appendix P to this Agreement.

Title 1 School Sites Special Education Caseloads

~~6.5.8.1 All Special Education class sizes and caseloads listed in §6.2 & §6.5, above, shall be reduced by 20% at Title 1 school sites. For example: a full time Resource caseload is twenty eight students at a regular non Title 1 school site. A Resource caseload at a Title 1 school shall be 28 students X .80% = 22 Resource students. All resulting caseload/class size calculations shall be rounded up or down to the nearest whole number of students. For example: 28 students X .80% = 22.4 students. This number will be rounded down to 22 students. Teachers of Secondary Special Day Class/severely handicapped classes, have a maximum class size of eleven (11) students. 11 students X .80% = 8.8 students. This number would be rounded up to nine (9) students. If a caseload or class size calculation results in a fraction that is .5 or above, the caseload or class size will be rounded up to the next whole number of students.~~

~~6.5.8.2 Annual assessment requirements and compensation for assessment overages, per §6.3-§6.3.7, shall be adjusted proportionally, based on the reduced Special Education class sizes and caseload numbers at Title 1 school sites, per §6.3.8.1 above.~~

6.4 Summer School Class Sizes/Caseloads

~~6.6.1 Summer School class sizes shall conform with the contractual class sizes, by level, that are in effect during the regular school year.~~

~~6.6.2 Teachers on extended year contracts, (e.g., 205-day Speech~~

~~Pathologists, 207 day Nurses, etc.), shall have their contractual caseloads reduced by the number of students that is proportional to the reduction in the length of the extended year school day.~~

6.54 Student Support Personnel Caseloads and Working Conditions

6.54.1 School Nurse Caseloads

6.54.1.1 ~~Effective June 30, 2020, the The maximum caseload for school nurses shall be twenty-two hundred (2200) twenty-four hundred (2400) 2,700-1250 nineteen hundred fifty (1950) students per 1.0 FTE school nurse. Effective June 30, 2021, the maximum caseload for school nurses shall be twenty-one hundred (2100). The Parties understand that several nurse assignments may have lesser numbers of students given the severity of medical needs at various sites.~~

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

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

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

6.54.2.1.2 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 any retroactive payments).

6.54.2.1.3 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. Additional per-diem work days require written approval from supervisor in advance.

6.4.2.1.4 The District shall reimburse each school nurse for renewal of their RN license every other year and will also reimburse membership fees for the following professional organizations:

- ~~• California School Nurse Association (CSNA)~~
- ~~• National Assoc. of School Nurses (NASN)~~

6.54.3 School Nurse Emergency Coverage/Vacancy Provisions

6.54.3.1 When a school nurse is directed or volunteers 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 that additional duty assignment.

6.54.3.2 Nurses who travel between sites, or 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.

6.54.3.3 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 that extra work day, their pay shall be fifty percent (50%) of their per-diem rate.

6.54.4 Flex Time for Nurse Assigned to Gregory Gardens Assessment Center

6.54.4.1 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 work load the Parties agree that, when circumstances warrant, and with the approval of the Nurse's direct supervisor, he/she they may work longer than required site time during a given 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.

6.54.5 School Nurse Liaison /Coordinator Release Time

6.54.5.1 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. The School Nurse Liaison/Coordinator job description is attached to this Agreement as Appendix _____.

6.8.2.1.1 The Parties agree that the 50% 100% School Nurse Liaison/Coordinator release time will be incorporated into the 2016-18 Successor Agreement as an ongoing provision.

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

6.54.5.2.1 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.

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

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

6.54.5.2.4 Coordinate continued coverage for students when a District nurse is absent.

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

6.54.6 School Counselor Caseload /Site Assignment Limits

6.54.6.1 Counselors assigned to elementary schools shall not be assigned to more than three (3) ~~two (2)~~ school sites.

6.54.6.2 Counselors assigned to middle school site caseload shall not exceed seven hundred (700) ~~600~~ students for each 1.0 FTE Counselor.

6.54.6.3 Counselors assigned to high school site caseload shall not exceed five hundred fifty (550) ~~450~~ students for each 1.0 FTE Counselor.

6.54.7 Initial Placement/Experience Credit for School Counselors

6.54.7.1 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.

6.54.8 Lead School Counselors/Equity Counselors

6.54.8.1 ~~Effective the 2020-21 2017-18 school year, a Lead School Counselor may be assigned position will be established.~~

6.54.8.2 ~~The Lead School Counselor(s) assignment position will be released twenty percent (20%), and shall be assigned to an elementary counselor position for the remainder of his/her their assignment. The 20% may be divided among levels and between different unit members.~~

6.54.8.3 ~~The individual(s) assigned who is selected must have at least two (2) years of in-District experience as a counselor.~~

6.54.8.4 ~~The Lead School Counselor position will have a separate job description which will be posted every two (2) years for internal applicants only. The Lead School Counselor job description is attached to this Agreement as Appendix _____.~~

6.11.5 Equity Counselors — (Pilot Program)

6.11.5.1 ~~Beginning with the 2018-19 school year, the Parties agree to establish two (2) Equity Counselor positions which shall be funded by Local Control Funding Formula Supplemental Funds. These positions shall be established as a "pilot program" for two (2) years and shall be reviewed by the Parties by May 1, 2020, to determine whether they shall become ongoing contractual provisions, or shall be eliminated. If the Parties determine the Equity Counselor positions will not continue, Counselors serving in these positions will return to the District's regular counseling program.~~

6.11.5.2 ~~The Equity Counselor "Pilot Program" agreement and the Draft Equity Counselor job description are attached as Appendix _____ to this Agreement.~~

6.54.8.5 ~~Lead Counselors and or Equity Counselors shall have return rights to a position as a counselor at their school origination. If there is no open position, a position will be created by an involuntary transfer of the least senior counselor.~~

6.54.9 Standard Work Year for School Counselors

6.54.9.1 ~~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 days for returning teachers, and five (5) workdays to be performed immediately following the last student day of the school year.~~

6. 54.9.2 Through agreement between the counselor and their site administrator 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. 54.9.3 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.
- 6.54.9.4 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 §6.5.9.1.
- 6.54.9.5 Additional work year modification(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.
- 6.54.9.6 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) day 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.
- 6.54.9.7 Counselors may not receive credit for a required work day when attending a conference on a weekend, or other non-work day, if the District covers any cost for such conference attendance (e.g., transportation, lodging, meals, etc.).
- 6.54.9.8 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.
- 6.54.9.9 Counselors shall attend all non-student days required of classroom teachers 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.
- 6.54.9.10 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.

6.54.10 Work Day Flexibility for School Counselors

6.54.10.1 Counselors may flex their work days through agreement with their site administrator under the following circumstances:

- 6.54.10.1.1 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 school year.
- 6.54.10.1.2 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.
- 6.54.10.1.3 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. These "substitute evening events" may be assigned without any additional compensation.
- 6.54.10.1.4 Counselors who elect not to bank time toward the required one hundred ninety-five (195) counselor work days, 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.
- 6.54.10.1.5 With site administrator administrative approval, counselors may periodically utilize "flex time," (i.e., arrive come in 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.
- 6.54.10.1.6 Flex time shall only be approved at 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.

6.54.11 Lead Speech Language Pathologist / Extended School Year Positions

6.54.11.1 A twenty ~~thirty~~ percent (20 ~~30~~%) release Lead Speech Pathologist assignment ~~may position~~ will be implemented effective the start of the ~~2020-21~~ 2017-18 school year.

6.54.11.1.1 The Lead Speech Pathologist's caseload shall be ~~eighty~~ ~~seventy~~-percent (80 %~~-70~~%) of a full-time Speech Pathologist's maximum caseload of fifty-five (55) students (i.e., 55 students X ~~.80~~ ~~.70~~% = 44 ~~39~~ students).

6.54.11.2 The individual who is selected for the Lead Speech Language Pathologist assignment 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 supervision of up to two (2) SLP interns in their Fellowship year, the coordination of professional development and certification, and represent District SLPs at the annual review of MediCal funds. the following:

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

6.54.11.2.2 Serve as a liaison between District SLPs and Administration.

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

6.54.11.2.4 Represent District SLPs at the annual review of MediCal funds.

~~6.4.11.2.5 A separate Lead Speech Language Pathologist job description will be created and will be posted for internal applicants only every two (2) years. The Lead Speech Language Pathologist job description is attached as Appendix to this Agreement.~~

6.54.12 205-Day Extended School Year Speech Pathologists

6.54.12.1 Effective with the start of the ~~2020-21~~ 2016-17 school year, four (4) additional two hundred five (205) day work year Speech Pathologist positions will be added positions for Speech Pathologists will be added.

6.54.12.1.1 These additional four (4) two hundred five (205) day positions shall be offered to current Speech Pathologist in order of their District seniority.

6.54.12.1.2 Should the District be unable to fill the two hundred five (205) 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 A new job description will be created for these 205-day Speech Pathologist positions in order to reflect the change in calendar and the addition of Extended Year Program duties and is attached as Appendix _____ to this Agreement.

6.54.12.2 All additional required workdays to Speech Pathologists on two hundred five (205) day contracts shall be performed in the Extended School Year Program.

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

6.65 Class Size/Caseload Overage Compensation

6.65.1 General education teachers at any level in grades 6-12 who volunteer may accept up to five (5) additional students (excess students) beyond current maximum class sizes, by level, per Article 6 – Section §6.1.1 and §6.1.2, 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 students(s) are present.

6.6.2 General Education teachers in grades TK through 5, including TK-3 combination class teachers but not 4-5 combination class teachers, may be assigned up to one (1) two (2) additional students, and may volunteer for up to four (4) three (3) more additional students and shall receive pay for each additional student up to 5 five. for each day these additional student(s) are enrolled in an affected teacher's class, whether or not the students(s) are present. Teachers of record in 4-5 combination classes may volunteer for up to five (5) more 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 students(s) are present.

6.65.2 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 2017-2018, Step One, Column One annual salary is TBD \$53,339.

6.65.3 Elementary teachers shall receive TBD \$25.26 per excess student per day (0.0474% of Step One, Column One)

6.65.4 General Education teachers at secondary sites shall receive TBD \$5.05 per student (TBD \$25.26 / 5 instructional periods) per period for each excess student, regardless of the number of instructional periods at that school site.

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

6.65.5.1 Elementary Special Day Classes with a class size limit of 9 – TBD \$75.78/day (0.1421% of Step One, Column One) for a maximum of one (1) additional student

6.65.5.2 Elementary Special Day Classes with a class size limit of ten (10) – TBD \$75.78/day (0.1421% of Step One, Column One) for a maximum of one (1) additional student

6.65.5.3 Secondary Special Day classes, or Full Inclusion Facilitators, with a class size/caseload limit of eleven (11) – TBD \$75.78/day (0.1421% of Step One, Column One) for a maximum of one (1) additional student

6.65.5.4 Preschool Special Day class with a class size limit of twelve (12) – TBD \$75.78/day (0.1421% of Step One, Column One) for a maximum of one (1) additional student

6.65.5.5 Elementary and Secondary Special Day Class/Non-Severely Handicapped classes with a class size limit of fifteen (15) – TBD \$50.52/day (0.0947% of Step One, Column One) for a maximum of one (1) additional student

6.65.5.6 Adaptive P.E. elementary with class size of eighteen (18) – TBD \$50.52/day (0.0947% of Step One, Column One) for a maximum of one (1) additional student.

6.65.5.7 Adaptive P.E. middle and high school with class size of twenty (20) – TBD \$50.52/day (0.0947% of Step One, Column One) for a maximum of one (1) additional student

6.65.5.8 Resource Specialists at elementary and secondary sites with caseloads of twenty-eight (28) – TBD \$50.52/day (0.0947% of Step One, Column One) for a maximum of two (2) additional students

6.65.5.9 Speech Pathologists at elementary and secondary sites with caseloads of fifty-five (55) – TBD \$25.26 for each time an additional student is seen beyond their contractual caseload (0.0474% of Step One, Column One)

6.65.5.10 Additional work associated with excess Special Education students shall be compensated per the terms of Appendix "P" "Special Education Caseload Overage Special Compensation"

For example: Teachers who accept additional student(s) on their caseloads, within the limits established above, shall receive one hundred ninety-two dollars (\$192 me-) per student per month, plus

the agreed upon rates for additional case management 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).

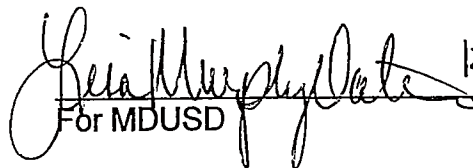
6.65.6 For members who volunteer to accept class size/caseload relief, such relief shall be paid retroactive to the first day after the balancing period or the first day an overage occurs after the end of the balancing period and shall be provided prospectively until the affected class size/caseload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

6.76 Class Size Balancing Period

6.76.1 ~~6.4~~ 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 members 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) work days from the receipt of the grievance to respond.

~~6.6.2~~ The parties agree that any Association or individual grievance(s), for overages which still exist on or after student day 19, the member shall be compensated at the rate listed in 6.5 beginning on the nineteenth day. Should the member decide not to accept the student(s) overage, a grievance shall be filed at Step II. The District shall have fifteen (15) work days from the receipt of the grievance to respond.


For MDEA
12-18-19
Date


For MDUSD
12/18/19
Date

Time: 8:13 pm

ARTICLE 9 HOURS

9.1 Site Time

9.1.1 Unit members shall report to their work site ~~thirty (30)~~ **fifteen (15)** minutes before regular classes begin and shall remain at their work site in accord with the following minimum daily requirements:

415 Minutes - Infant Ed., Preschool, TK-5 Elementary
420 Minutes - 6-8
435 Minutes - 9-12

9.1.2 The ~~thirty (30)~~ **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 from an appropriate 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 report to their sites less than thirty (30) minutes before classes begin. Individual unit members with administrative approval, may also make this adjustment;~~

9.1.3.1 extend ~~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," **inclement "extreme weather condition," or "smoke days," or other 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 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."

element extreme weather condition, "smoke days," or other Superintendent or designee declared emergencies.

- 9.1.3.2 extend ~~Extend~~, at the middle school level, the 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 and §9.1.3.5** 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~~6~~ ~~9.1.6.1~~ 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~~7~~ A kindergarten teacher shall not be required to teach in the reading recovery program as a condition to being a kindergarten teacher.
- 9.1.9~~8~~ 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 ~~§9.3.1.4~~ **§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~~8~~.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~~8~~.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 of reasonable length

9.2.1.1.1 Elementary sites Site Early-Out Monthly Meetings

- 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 Site Early-Out Monthly Meetings

- 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.
 - 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 IEP

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, of reasonable length and scope.

9.2.1.5 Supervision Duties

9.2.1.5.1 Members who are assigned outdoor Supervision duties shall supervise no more than forty-five (45) students per supervising adult. All supervision/duty assignments shall comply with the provisions of §9.11.

9.2.1.5.12 Beginning Starting the 2020-21 school year, insofar as practical, supervision/ duties at an all elementary school sites shall be assigned equitably, so that members at that one school site shall not be required to perform more supervision/ duties assignments per week, than their colleagues assigned at the same to other elementary school site(s). The standard for supervision/duties shall be no more than seventy (70) minutes one hundred (100) and 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. The scheduling of these one hundred (100) and twenty (120) minutes of standard supervision/ duties shall be at the discretion of site administrator individual school sites.

If it is determined that additional supervision/duties assignment(s) are necessary at given school site(s) beyond the standard supervision/ duties which may be assigned per 9.2.1.5.2 above, the District will provide pay at the Certificated Hourly Rate, per Section 14.5.1, for the cumulative time spent beyond the standard supervision duty of one hundred (100) minutes over every two week period, non-bargaining unit personnel to cover these additional in supervision/duties assignment(s). The assignment of duties beyond the standard supervision duty shall be assigned equitably at each school site.

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 July 1, 2016-2020 January 1, 2020 2019, Unit members shall be paid at the Certificated Hourly Rate, per §14.5.1, for the total cumulative time spent in on a given work day for in IEP, SST, CARE Team, and/or 504, or other meetings that extend more than seventy-five (75) minutes after the applicable required site time. (See §9.1.1) regarding individual students in excess of seventy-five (75) sixty (60) minutes seventy (70) minutes beyond required site time, by level.

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, per teacher, to probationary teachers shall be limited to no more than three (3). Insofar as practical possible, 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 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 4 and through 5 At 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 comprehensive 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 and secondary SDC 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 a mild to moderate program as teacher of record to teach classes that include students who are not on their caseload 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 Teachers at Olympic Continuation High School shall be entitled to a daily preparation period equivalent in length to a regular instruction period at the site, the use of which shall be at individual teacher's discretion. An additional daily period equivalent in length to a regular instruction period shall be scheduled to allow bargaining unit members to attend various student-centered meetings, e.g., IEP, SST, MHC, and other meetings regarding individual students at the site. To provide greater scheduling flexibility, designated prep periods and student free periods may be used interchangeably, provided bargaining unit members retain discretion over the use of at least half of these periods during every two (2) week period while school is in session.

- 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:

9.8.2.2

9.8.2.1 A teacher shall receive pay when they cover a class. For a regular secondary period, they shall be paid thirty-six (\$36.00) per period. For a secondary block schedule period, they shall be paid seventy-two (\$72.00) per block period. For an elementary teacher, they shall be paid thirty-six dollars (\$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** These rates shall increase by the same percentage increase applied to the salary schedule, **if any**, effective ~~at the beginning of the 2019-2020~~ 2017-18 school year, and moving forward.

9.8.3 **If at an elementary** 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 dollars when all students are distributed to one (1) classroom for up to three (3) hours per day
- \$216 when all students are distributed to one (1) classroom for more than three (3) hours per day
- \$108 split between two teachers when students are distributed to two (2) classrooms for up to three (3) hours per day
- \$216 split between two (2) teachers when students are distributed to two (2) classrooms for more than three (3) hours per day
- No less than \$50 per affected teacher if students are divided between more than two (2) classrooms for up to three (3) hours per day
- No less than \$100 per affected teacher if students are divided between more than two (2) teachers for more than three (3) hours per day

9.8.3.1 **In so far as practical, in no case** shall general education students **will shall not** be distributed to SDC classrooms, and vice versa

9.8.3.2 Bargaining unit members, including those who are assigned as elementary prep providers at given school site(s), e.g., librarians, music teachers, P.E. teachers, etc. shall not be assigned as substitute teachers, except during open times in their schedule or their contractual prep time, or in emergency situations, per section 19.2.14, unless provided no other option exists to cover a given classroom.

9.8.4 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.

9.8.5 General education elementary classroom teachers, **grades TK-5 1-5**, 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, due to holiday weekends, District in-service days or other calendar-related prep time loss, "make-up" prep time shall be timely provided to ensure that affected elementary teachers receive the same number of preps over the course of the school year as their colleagues whose weekly or daily prep times were not reduced due to calendar-related impacts. efforts shall be made to equalize the impact of such shortening throughout all teacher preparation periods at the site.

[last portion of previous section moved to 9.8.5.4.1]

9.8.5.1 TK/K teachers working at a site with an instructional day of at least three hundred and sixty (360) minutes equivalent to a full day first grade class (define a standard full day TK/K, or and extended day TK/K schedule) shall receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of preparation time in every two (2) week period during their student instructional day. TK/K teachers working at a site with an instructional day less than three hundred and sixty (360) minutes equivalent to a full day first grade class (define a standard full day TK/K, or and extended day TK/K schedule) shall 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.

TK/K teachers shall receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of preparation time in every two (2) week period during the student instructional day, at sites with all-day TK/K schedules (define a standard full day and extended day TK/K schedule). TK/K prep time may be scheduled outside of the student day at sites with non-all-day TK/K schedules; however, all 180 minutes of TK/K preparation time must be scheduled within required site time.

9.8.5.2 TK/K elementary preparation time, regardless of the TK/K schedule in place at a given school site, for teachers on an all day schedule of at least three hundred and sixty (360) minutes, (define standard all day or and extended day TK/K instructional schedules) 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 (20) twenty-two (22) minutes, due to time constraints associated with slip schedules.

9.8.5.34 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, 3/4th grade combination classes do not receive this additional preparation time.

9.8.5.4 — Effective with the start of the 2019-20 school year, elementary teachers at grades TK-3 shall be entitled to an additional one hundred twenty (120) sixty (60) minutes of pull-out preparation time in every two (2) week period, subject to the limitations in section 9.8.5.1 and 9.8.5.2 above. This additional preparation time is to be scheduled during the student instructional day

(*Moved from 9.8.5) — 9.8.5.4.1 Regardless of the instructional schedule in place at a given elementary school site or grade level, *in the event that the instructional day and/or instructional week are shortened, due to holiday weekends, District in-service days or other calendar-related prep time loss, pay for these lost preps shall be provided to ensure that affected

9.8.5.4 — Efforts shall be made by the District to ensure that elementary teachers at the site 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. to ensure that elementary teachers receive the same number of preps over the course of successive the school years as their colleagues whose weekly or daily prep times were not reduced due to calendar-related impacts. To help facilitate teachers receiving the same number of preps, the day of the week that prep time is scheduled provided at a given grade level shall be rotated on an annual basis to ensure that, insofar as possible, the same teachers are not impacted by calendar-related loss of prep time during successive school years.

9.8.5.5 — Teachers assigned to elementary dual-language bilingual instruction classrooms (e.g., classrooms in which one (1) teacher delivers the required curriculum in English and one (1) teacher delivers the required curriculum in Spanish, or in which one (1) teacher delivers the required curriculum in both English and Spanish), shall be provided one (1) two (2) on-site sub release days, per trimester, to address additional assessment/planning requirements and other workload impacts associated with dual-language instruction classrooms.

9.8.6 Special Day Class and Resource Specialist teachers located at general education elementary schools or special education centers shall be entitled to one hundred eighty (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 ~~6~~ does not include those non-student minutes already set forth in §9.1.2.

9.8.7 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 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 **(1)** 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 Assistant Superintendent. The Plan will be signed by the site principal and the site lead MDEA representative and will include the 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.**

1. 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	415 Minutes	—	Infant Ed.,	Preschool,	TK-5
Middle Schools	420 Minutes	—	6-8		
High Schools	435 Minutes	—	9-12		

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

c. **Teachers' 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)** 30 minutes, those additional minutes shall be added to the total site time, by level, extending the **required** teacher **work** day by that same number of minutes.

~~2-~~**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** 4 (a-f) above.

g. **9.10.1.4.1** Any new schedule that is proposed or any current schedule that is non-compliant must receive an 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:

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

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

b. **9.10.1.4.2** A 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 schedule 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 bell time so that site time is maintained at four hundred thirty-five (435) minutes.**

e. **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** 4 (a-f) above.

~~3. Sites which have requested a schedule vote during the 2016-2017 school year for implementation in 2017-2018 school year may conduct a schedule vote during spring of 2016-2017 under the following circumstances:~~

d. **9.10.1.4.4** Sites that wish to renew their current non-compliant schedule or propose a new schedule for ~~2017-2018 school year~~ must create a compliant fallback schedule.

- i. **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** 4 (a-f) above.

ii- 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.

iii- 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 be "grandfathered" **continue with the current schedule traditional start time** until the site proposes a vote on a new schedule. Future schedule votes will require a fallback schedule that is compliant §9.10.1.3 4 (a-f) above.

3- 9.10.1.5 Any change in preparation periods must be included in the voting procedures **compliant schedule requirements as** outlined in §9.10.1.3 (4) (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.

4- 9.10.1.6 It is further understood that any modifications to the student schedule must meet state requirements for instructional minutes **and Mt. Diablo Board of Education requirements**, unless the school has acquired a waiver from the State Board of Education

5- 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.

9.10.1.4 9.10.1.8 All unit members affected by the scheduling change may vote.

9.10.1.5 9.10.1.9 A two-thirds (2/3) majority of votes cast must vote in the affirmative.

9.10.1.6 9.10.1.10 In order to be valid, a majority (50% +1) of the MDEA unit members must vote.

[inserted from 9.10.1.10-g]

g- 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.

~~1.4. [inserted from 9.10.1.11.4]~~

9.10.1.12 All site schedules listed as "Authorized Non-Compliant" shall be renewed at least once every two (2) years by a two-thirds (2/3) majority vote of the staff in a MDEA proctored election.

a. 9.10.1.12.1 If a renewal vote is not 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.

~~9.10.1.7~~ 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. If either MDEA or the District believe that the voting process did not follow the contract procedures, the Superintendent or designee shall meet with the MDEA president or designee to discuss and determine how best to remedy the results of the vote. In the event the vote is called into question, the MDEA President or Designee shall cite the contract section that was violated and will be subject to the Grievance Process.

9.10.1.7.1 9.10.1.13.1 An Assistant Superintendent or designee may be present when the ballots for site schedule votes are counted.

~~9.10.1.8~~ 9.10.1.14 All original agreements reached shall be in effect for one (1) school year only and must be renewed at 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.

~~9.10.2~~ Any change in preparation periods must be included in the voting procedures outlined in §9.10.1 above. Furthermore, preparation period modifications shall provide for an equivalent to ten (10) traditional schedule instructional periods over a two-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. *(Moved to 9.10.3 (2-f) above with changes indicated in red)*

~~9.10.3~~ 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. *(Moved to 9.10.3 (2-g) above)*

~~9.10.4~~ 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. *(Moved to 9.10.3 (2-h) above)*

~~9.10.5~~ Mt. Diablo Education and Mt. Diablo Unified School District, hereafter, the Parties, agreed during the 2016-2018 contract negotiations to work together to produce a list, by level, of the time at which teachers are required to arrive at their school site and the time at which they may leave work (site time), provided there are no additional mandatory meetings or trainings scheduled.

To facilitate this agreement, the Parties undertook a review of site times during the 2016-2017 school year and found most schedules, District wide, were out of compliance with the site time required, by level, in the MDEA/MDUSD Agreement.

To establish a process and timeline for bringing school sites into compliance with site time, the Parties agree as follows:

1. 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

Elementary	415 minutes
Middle Schools	420 minutes
High Schools	435 minutes

b. Start time for teachers is fifteen (15) minutes before teacher responsibility for students begins

c. Teacher's end time 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 30 minutes, those additional minutes shall be added to the total site time, extending the teacher day by that same number of minutes.

2. 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 1 (a-f) above.

a. Any new schedule that is proposed or any current schedule that is non-compliant must receive an 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:

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

ii. Two compliant schedules, one of which shall be designated as the fallback schedule on the ballot

b. A non-compliant schedule may not be the designated fallback schedule

c. Fallback schedules may be alternative or block schedules provided they are compliant with site time as described in 1 (a-f) above.

3. Sites which have requested a schedule vote during the 2016-2017 school year for implementation in 2017-2018 school year may conduct a schedule vote during spring of 2016-2017 under the following circumstances:

a. Sites that wish to renew their current non-compliant schedule or propose a new schedule for 2017-2018 school year must create a compliant fallback schedule.

i. To create a compliant fallback schedule, the site may adjust their existing schedule to meet the compliance requirements defined in 1 (a-f) above.

ii. 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.

iii. Sites which already have a schedule in place with a start time that is 30 minutes prior to regular classes beginning shall be "grandfathered" until the site proposes a vote on a new schedule. Future schedule votes will require a fallback schedule that is compliant with 1 (a-f) above.

iv. Due to logistical concerns for the 2016-2017 school year, all proposed schedules must be submitted to the appropriate Assistant Superintendent and the MDEA Vice President by May 1, 2017; however votes on approved schedules may take place through May 31, 2017.

9.10.1.9 TK/K Instructional Adjustment Process

9.10.1.9.1 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 man-made disasters, or other unforeseen/ unanticipated events occur which significantly alter the assumptions under which a given TK/K instructional schedule may be contemplated by the Parties.

9.10.1.9.2 The District shall have the right to change the TK/K schedule to accommodate such circumstances for the first eighteen (18) days of instruction. The Parties will meet and confer as to whether a proposed TK/K instructional schedule modification is required after said 18 day period based on specific change(s) in assumptions the District presents and which they believe warrant an instructional schedule modification at that school site.

9.10.1.9.3 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.

9.10.1.9 TK/K Instructional Adjustment Process

9.10.1.9.1 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 man-made disasters, or other unforeseen/unanticipated events occur which significantly alter the assumptions under which a given TK/K instructional schedule may be contemplated by the Parties.

~~9.10.1.9.2 The District shall have the right to change the TK/K schedule to accommodate such circumstances for the first eighteen (18) days of instruction.~~

~~9.10.1.9.3 The Parties will meet and confer as to whether a proposed TK/K instructional schedule modification is required after said 18-day period based on specific change(s) in assumptions the District presents and which they believe warrant an instructional schedule modification at that school site. 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. (Insert language from grievance settlement MOU, renumbered appropriately).~~

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. (check references)

9.11.2 4There 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 decreased in enrollment, natural or human-made disasters, or other unforeseen/unanticipated events occur which significantly alter the assumptions under which a given TK/K instructional schedule was adopted, modifications of that TK/K instructional schedule may be contemplated by the Parties.

9.11.3 2During the Class size Balancing Period, per section 6.4, 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 3Should assumptions change outside of the Class Size Balancing Period, due to circumstances other than dramatic increases increased in enrollment, such as those listed in section 9.11.2 9.10.9.1.2, the District will notify the Association of the circumstance(s) which they believe warrant TK/K instructional schedule modification(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 modification(s) at that school site.

9.11.5 9.11.4 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.

9.10.2 9.10.9.1 9.124 **Compliant Schedule Exceptions**

4. 9.124.1 10.2.1 Comprehensive High Schools with early out schedules (~~Concord High School, Mount Diablo High School, Northgate High School, Ygnacio Valley High School~~) may use "averaging" in calculating a compliant fallback schedule in the following manner:
- a. ~~9.11.1.1 10.2.1.1~~ The student's daily schedule will be reduced by two (2) minutes.
 - b. 9.124.1.1 9.10.2.1.2 The created fallback schedule will identify **sixteen (16)** 46 early-release days (one **(1)** early-out day per month and six **(6)** final exam minimum days) on which **unit members'** teachers' end time will be **fifteen (15)** 45 minutes after students are dismissed. There will be no meetings or trainings scheduled on these days.
 - c. 9.124.1.2 9.10.2.1.3 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.
 - d. 9.124.2 9.10.2.2 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** ~~complaint~~ 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.
 - e. 9.124.3 9.10.2.3 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.

9.124.4 ~~The parties acknowledge that if fifteen (15) minutes before and fifteen (15) minutes after is added to the existing student schedule at some high school sites, the site time would exceed four hundred thirty-five (435) minutes. In those cases the schedule at those sites shall require less than fifteen (15) minutes after so that site time is maintained at four hundred thirty-five (435) minutes.~~

f. ~~Secondary schedule votes shall be subject to the procedures in Article 9—Block or Alternative Schedule Vote. Scheduling.~~

g. ~~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.~~

[prior section moved to 9.10.1.11]

9.10.1.11 9.10.3 9.132 Site Schedule Vote Lists

~~1. By the end of 2016-2017, the District will produce and provide to MDEA a list of schedules at all school sites including all of the items listed in 8(a) below and indicating whether:~~

~~a. The site's schedule is "Compliant" with site time~~

~~b. The site's schedule is "Non-Compliant" with site time~~

~~c. The site's schedule is "Authorized Non-Compliant" (by dated and documented schedule vote)~~

~~2. Schedule votes for the remaining "Non-Compliant" site schedules shall be compelled by the Parties, and shall take place over the course of the 2017-2018 school year utilizing the criteria in 9.10.1.3 (1) (a-f) above.~~

~~a. 2017-2018 schedule votes, and all schedule votes moving forward shall be proctored by MDEA, including elementary sites.~~

~~3. By the end of the 2017-2018 school year, the District will produce a list of schedules at all school sites including the information in 8(a) 5(a) below and indicating whether:~~

~~a. The site's schedule is "Compliant" with site time~~

~~b. The site's schedule is "Authorized Non-Compliant" (by dated and documented schedule vote).~~

~~4. All site schedules listed as "Authorized Non-Compliant" shall be renewed at least once every two years by a two-thirds (2/3) majority vote of the staff in a MDEA proctored election.~~

~~a. If a renewal vote is not 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.~~

[prior section moved to 9.10.1.12.1]

5. 9.132.1 A list shall be produced annually, moving forward, which indicates the required site time, by level, at all District school sites.

~~9.132.1.1 a. 10.3.1~~ This list shall include teacher start time, teacher end time, and length of teacher lunch.

~~9.132.1.2 b. 10.3.2~~ For sites that are "Authorized Non-Compliant" the list shall indicate the date of the authorizing vote.

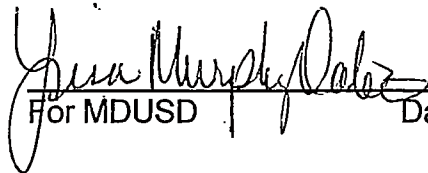
~~9.132.1.3 c. 10.3.3~~ This list of required site times, by school site, shall be updated annually to reflect the results of any successful schedule modification votes that took place during the current school year.

~~9.132.1.4 d. 10.3.4~~ 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.

~~9.11 9.10 Duties:~~ **9.143 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. The provisions of this section 9.11 shall be effective upon the commencement of the 2002-03 instructional year (the first day students return to school).


For MDEA _____
Date 12-18-19


For MDUSD _____
Date 12/18/19

Time: 8:15pm

Article 14 - Salaries

ARTICLE 14

SALARIES

14.1 Salary Increases

14.1.1 FY 2018-19

~~14.1.1 (i) All MDEA unit members shall receive an off-schedule, one-time payment equal to one percent (1%) of their 2018/2019 salary placement as of June 30, 2019.~~

~~14.1.1.1 (ii) All salary schedules for all MDEA unit members shall be increased by one and one-half percent (1.5%) two percent (2%) effective July 1, 2018.~~

14.1.2 FY 2019-2020

~~14.1.2.1 (i) All MDEA unit member salary schedules shall be increased by one percent (1%) three percent (3%) two percent (2%) effective July 1, 2019.~~

~~14.1.2 (ii) All MDEA unit member salary schedules shall be increased by an additional one percent (1%) effective January 1, 2020.~~

14.1.3 FY 2020-2021

~~14.1.3.1 (i) All MDEA unit member salary schedules shall be increased by one and one-half percent (1.5%) four percent (4%) three percent (3%) effective July 1, 2020.~~

~~14.1.3.2 All MDEA unit member salary schedules shall be increased by and additional one-half percent (0.5%) effective January 1, 2021.~~

14.1.4 3 Retroactive Payments

~~14.1.4.1 3 (i) The retroactive increases set forth in 14.1.1 and 14.1.2 shall be paid to all unit members employed as of July 1, 2019, not later than forty-five (45) days after ratification.~~

~~14.1.4.2 3 (ii) The retroactive increases set forth in 14.1.2 shall be paid to all unit members, not later than forty-five (45) days after ratification~~

14.1.1 — For the 2018-19 school year, all salary schedules for members represented in the MDEA bargaining unit shall be increased by 4% effective July 1, 2018.

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 ~~2H~~: 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, nonwork days and evenings) shall receive ~~thirty-two (\$32) thirty-three (\$33)~~ **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 ~~thirty-six dollars (\$36.00)~~ **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 Teacher's 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** ~~\$1,372~~ **\$1,413** ~~for the 2016-17 2017-18 2018-19~~ school year for each Masters **and/or** Doctorate degree held. This base ~~\$1,372~~ **\$1,413** 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 Excess Workload Other Stipends

Unit members assigned to the following certain positions shall receive the an annual stipend equivalent to the 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:

- Teacher of Record for Unit members Teachers assigned to dual-language instruction classrooms
- Teachers assigned to elementary combination classrooms
- Teachers who are not assigned to a permanent classroom and who must physically move themselves and teaching materials to different classrooms throughout the day to fulfill their teaching duties

14.87 Standards-Based Intervention Pay

14.87.1 ~~Effective with the 2012-13 school year, unit~~ **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 hourly rate listed on the salary schedules for the given year ~~thirty-six dollars (\$36.00) thirty-seven dollars (\$37)~~ 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.

14.87.2 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.

14.98 Special Education Caseload Overage Special Compensation Pay

14.98.1 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 Outen 12-18-19
For MDEA Date

Julia Murphy 12/18/19
For MDUSD Date

283-278/4610849.1

8:18 pm
12/18/19

Mt. Diablo Unified School District

Mt. Diablo Education Association (Teachers: 185 days)
Salary Schedule- 2017-18
(3% increase effective 7/1/17)

STEPS	0-44 CLASS I	45-59 CLASS II	60-74 CLASS III	75+ CLASS IV
1	53,339	54,557	56,153	57,794
2	54,375	56,074	57,840	59,663
3	55,766	57,589	59,585	61,601
4	57,208	59,257	61,394	63,601
5	58,688	60,928	63,266	65,695
6	60,212	62,647	65,201	67,860
7	61,783	64,428	67,203	70,106
8	63,401	66,269	69,277	72,433
9	65,065	68,167	71,427	74,851
10	66,783	70,124	73,641	77,354
11	66,783	72,150	75,944	79,959
12	66,783	74,237	78,322	82,658
13	66,783	74,237	80,786	85,457
14				86,463
15				87,481
16				88,513
17				89,555
18				90,609
19				91,675
20				92,755
21				93,849
22				94,953
23				96,072
24				97,201
25				98,346

ADVANCED DEGREES

MDEA personnel will receive a stipend above base salary placement for the following:

- Master's Degree from an accredited institution-\$1,413
- Doctorate (e.g. Ed.D or Ph.D) from an accredited institution-\$1,413
- National Board Certification-\$1,413
- Bilingual Cross-cultural Language In Academic Development (BCLAD) certification-\$1,413
- Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC)-\$1,413
- School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation-\$1,413

Certificated Hourly Rate*: \$33.00

Standards Based Intervention Hourly Rate*: \$37.00

Curriculum Development Hourly Rate*: \$33.00

Summer School Hourly Rate*: \$37.00

* Per Article 14.5.1.1, 14.5.2.1, and 14.8.1 these amounts shall increase by the same percentage increase applied to the salary schedule, if any, each year.

Class size Overage Rates:

General Education: \$25.26 per student per day

Elementary PE and all Secondary: \$5.05 per student per period per day

Special Education:

Assignment	Caseload Maximum	Overage Maximum	Overage Rate per student per day	Rate as percent of Step One, Column One
Elementary SDC - SH	9	1	\$75.78	0.1421%
Secondary SDC - SH	11	1	\$75.78	0.1421%
Full Inclusion Facilitators	11	1	\$75.78	0.1421%
Preschool SDC	12	1	\$75.78	0.1421%
Elementary SDC - LH	15	1	\$75.78	0.1421%
Secondary SDC - LH	15	1	\$75.78	0.1421%
Elementary Adaptive PE	18	1	\$75.78	0.1421%
Secondary Adaptive PE	20	1	\$75.78	0.1421%
Resource Specialist	28	2	\$50.52	0.0947%
Speech Pathologist	55		\$22.26**	0.0474%

Key: SDC - Special Day Class; SH - Severely Handicapped; LH - Learning Handicapped

** Speech Pathologist rates based on number of sessions with student, rather than days

Professional Development Rates (for overages only and with advance approval):

30-Day: \$352

Other: \$512

Annual: \$704

Triennial: \$704

Case management: \$100

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

Class I: Teachers with an B.A. B. degree plus up to 44 semester units

Class II: Teachers with an B.A. B. degree plus 45 semester units

Class III: Teachers with an B.A. B. degree plus 60 semester units

Class IV: Teachers with an B.A. B. degree plus 75 semester units

Effective July 1, 2001, for original classification purposes, the units required must be accredited college credits in upper-division or graduate courses, and must be taken after the date of the Bachelor's Degree.

Upper division graduate units taken prior to the date of the Bachelor's degree shall be credited if the upper division graduate units were not already credited toward the Bachelor's degree, but were credited toward an earned Master's degree, Doctorate, or specialist certification. Effective as of July 1, 2002, a valid teaching credential is added to that list.

Lower division units taken after the date of the Bachelor's degree shall be credited if they resulted in the award of a degree, certificate, or supplementary authorization needed to teach the course/subject for which the individual was hired.

New and returning unit members shall have until October 31 to submit documentation of credits for salary placement (or the current school year. Should units not be submitted by the deadline, credit for salary advancement will not be granted until the following school year.

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

SERVICE CREDIT

Effective July 1, 1999, credit for teaching experience outside the District, and 1 year of credit for military service, shall be given to a maximum of 10 years for both. The maximum placement for teachers new to the District shall be Step 11 in any class. Effective July 1, 2000, maximum placement shall be step 12.

Effective July 1, 2000, year-for-year credit (up to maximum) will be granted for private school teaching experience done while in possession of an appropriate state credential or license.

Effective with employees hired for the 2000-01 school year, the District will offer appropriate service credit for individuals who have taught in a K-12 private school under the following conditions:

1. Individual possesses a Masters Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to their his/her Masters or Ph.D.
3. Individual will be teaching for the MDUSD in a field related to their his/her Masters or Ph.D.
4. MDUSD assignment must be in an identified shortage area.

In addition to upper division or graduate units, column movement on the salary schedule may be accomplished in one or more of the following ways: Lower

Division

A unit member is limited to 4 lower division units for every 15 units toward a column change.

Lower division coursework completed after July 1, 1996, for purposes of reissuance of an emergency permit or obtaining a supplemental authorization onto an existing credential needed by the unit member to retain the position held.

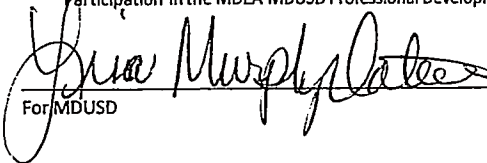
Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the unit member applies for the authorization through the Personnel Services office.

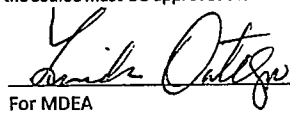
To ensure insure classification credit, advance approval must be obtained from the Human Resources Personnel Office.

Alternative Credit

Continuing Education Units (CEU) completed after July 1, 1996, for purposes of reissuance of an emergency permit, or obtaining a supplemental authorization onto an existing credential needed by the unit member to retain the position held at the time of taking CEU's. Fifteen (15) classroom hours shall equal one unit.

Participation in the MDEA-MDUSD Professional Development Academy. For credit, the course must be approved for credit in advance.

 12/18/19
 For MDUSD Date

 12-18-19
 For MDEA Date