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

MAY 11, 2026

The Mt. Diablo Unified School District ("District") and the Mt. Diablo Education Association ("MDEA") have negotiated and reached a tentative agreement on language pertaining to bargaining unit members who work in Adult Education to completely resolve contract negotiations for the 2025-2026 to 2027-2028 school years. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by MDEA bargaining unit members and approval by the Governing Board. Both parties agree to recommend the total package agreement to their constituents.

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

1. **General Terms**
   a. Article 31. The Parties agree to incorporate the changes made pursuant to this Tentative Agreement to reflect the newly bargained Article 31 – Adult Education.
   b. Conclusion of Negotiations. This Agreement will conclude Adult Education contract negotiations for the 2025-2026, 2026-2027, and 2027-2028 school years.
   c. Effective Date. Upon ratification by MDEA and approval of the District Governing Board, the Agreement shall take effect. Unless otherwise noted in the Tentative Agreement, provisions of the Tentative Agreement will take effect on and after the date of the final ratification and approval of this Agreement.
   d. Technical Changes. The Parties agree to work together to review the Table of Contents and Appendix and make any necessary changes to the CBA, Table of Contents, and Appendix to reflect agreements and update cross references.
   e. Changes in Contract. With the exception of the changes referenced in this Agreement, all other contract language will remain status quo.

On Behalf of the District

Dated: May 11, 2026

Ryan Sheehy
Chief, Human Resources
Mt. Diablo Unified School District

On Behalf of MDEA

Dated: May 11, 2026

Julia Jameyson and Alissa Juarez
Co-Chairs, Bargaining
Mt. Diablo Education Association

ARTICLE 31 Adult Education

- ~~The provisions of this Article represent the exclusive source of negotiated terms and conditions of employment for bargaining unit members described in Article 31.1.33.3.37 and 31.1.33.3.38 below.~~
- The following Articles of the collective bargaining agreement shall apply, in whole, to Adult Education Teachers and Coordinators:
  - ~~Article 3 – Grievance Procedure~~,
  - Article 17 – Property Damage~~,~~
  - Article 18 – Travel~~,~~
  - Article 23 – Personnel Files~~,~~
  - Article 24 – Effects of Layoff~~,~~
  - Article 27 – Discipline Short of Dismissal~~,~~
  - Article 28 – Faculty Advisory Council/Faculty Senate~~, and~~
  - Article 29 – Academic Freedom~~.~~

- The following Articles of the collective bargaining agreement shall not apply, in whole, to Adult Education Teachers and Coordinators:
  - Article 5 - Transfer
  - Article 8 – Job Share Program~~,~~
  - ~~Article 11 – Evaluation,~~
  - Article 12 – Teacher Induction and Support Program~~,~~
  - Article 13 – Peer Assistance and Review~~,~~
  - Article 15 – Payment for Non-Teaching Duties~~,~~
  - Article 20 - Special Education~~,~~
  - Article 21 – Teachers on Special Assignment~~,~~
  - Article 25 – Professional Development Advisory Committee ~~Council,~~
  - ~~Article 26 – Summer School, and~~
  - Article 30 – Virtual Learning Program~~.~~
- ~~Sections which set forth comprehensive language below are in place of and supersede Articles on the same subject in the Agreement for bargaining unit members covered by this Article (see e.g. 31.4 below which applies instead of Article 4 (Assignment/Reassignment) of the Agreement).~~
- ~~Other Articles/sections of the negotiated Agreement shall apply to these bargaining unit members only as specifically referenced below and incorporated into this Article.~~

~~31.1.2.7 Definitions Exclusive to Adult Education Teachers~~

~~31.1.2.7.1 "Work Year" shall be defined in Section 31.7 of this Article.~~

~~"Day" or "Workday" refers to a day the Adult Education Program is open for business.~~

~~31.1.2.7.2 Full-time adult school bargaining unit member – one who is assigned to work at least thirty (30) hours per week.~~

~~31.1.2.7.3 Permanent Part-time bargaining unit member- one who is assigned to work at least eighteen (18) hours but fewerless than thirty (30) hours per week.~~

~~31.1.2.7.4 Temporary bargaining unit member – one who is assigned to work fewerless than eighteen (18) hours per week on a limited term assignment.~~

~~31.1.2.7.5 Probationary bargaining unit member – a bargaining unit member in their first two (2) years of employment in which the bargaining unit member is teaching at least eighteen (18) or more hours per week for at least seventy-five percent (75%) of the regular school year.~~

~~31.1.2.7.6 Tenured Permanent bargaining unit member – a bargaining unit member who has begun working in their third consecutive year, working eighteen (18) or more hours per week for at least seventy-five percent (75%) of the regular school year in the Mt. Diablo Adult School. A bargaining unit member is tenured at the number of hours equal to the average number of hours worked in the two (2) years prior to the one (1) in which tenure was obtained. This level of tenure remains unchanged for the duration of the bargaining unit member's uninterrupted employment with the adult education program.~~

~~31.1.2.7.6.1 Should a tenured bargaining unit member resign or request that their hours be reduced permanently below eighteen (18) hours a week, they forfeit tenure. If hired back and they seek to increase hours above eighteen (18) hours per week, they shall be treated as any other temporary employee seeking such an increase.~~

~~The foregoing provisions are intended to be consistent with the California Education Code. In the event of conflict, the California Education Code shall prevail.~~

31.1 Agreement - General Terms

The foregoing provisions are intended to be consistent with the California Education Code. In the event of conflict, the California Education Code shall prevail.

~~Article 1 as proposed by the District on 01-07-2026.~~

31.1.1~~2.2~~ For Adult Education Coordinators ~~Teachers~~,"daily rate" or "daily rate of pay" or “per diem” or “per diem rate of pay” means the bargaining unit member's hourly rate of pay multiplied by the number of hours of assigned work on a single day during the current adult school term under the terms of this Agreement.

31.1.2~~.5~~ “Student day” means any day of student instruction during a regular adult school year.

31.1.3~~2.5.1~~ The “regular adult school year” shall be defined as the individual program’s school year calendar and shall include summer periods ~~classes~~ for programs defined as year-round (AWD~~.~~, Dental, EMT, Medical Assistant) but shall not include summer classes for programs with a defined summer school.

~~31.1.2.7 Definitions Exclusive to Adult Education Teachers~~

31.1.4~~2.7.1~~ “Work Year” shall be defined in Section 31.7 of this Article.

31.1.5~~2.7.2~~ Full-time adult school coordinators are those assigned to work forty (40) hours per week.

31.1.6 Full-time adult school teachers are those ~~bargaining unit member – one who is~~ assigned to work at least thirty ~~twenty (2030) or more~~ hours per week and at least ~~/~~one thousand fifty (1050) hours per year.

31.1.7~~31.1.6.12.7.3 Permanent~~ Part-time adult school teachers ~~bargaining unit member- one who~~ are those ~~is~~ assigned to work ~~fewer thanmore than twenty (2018) hours but fewer~~less than thirty (30) hours per week and at least ~~/~~one thousand fifty (1050) hours per year.

31.1.7.1.2~~..4~~ Part-time adult education teachers assigned to work ~~fewer than~~ eighteen (18) hours or less per week are temporary employees as defined in Education Code section 44929.25.

31.1.8~~2.7.5~~ Probationary bargaining unit member – a bargaining unit member in their first two (2) years of employment in which the bargaining unit member is working ~~teaching at least eighteen (18) or more hours per week for at least seventy-five percent (75%) of the regular school year~~ at least 75% of the hours constituting a full-time equivalent position. This number is 787.5 hours per year.

31.1.9~~2.7.6~~ ~~Tenured~~ Permanent bargaining unit member – a bargaining unit member who has ~~begun working in their third consecutive year~~,

workinged more than eighteen (18) ~~or more~~ hours per week for at least seventy-five percent (75%) of the regular adult school year for the last two consecutive school years, and is beginning their third consecutive year with ~~in the~~ Mt. Diablo Adult Education ~~School~~.

31.1.9.1 A bargaining unit member is tenured at the number of hours equal to the average number of hours worked in the two (2) years prior to the year ~~one (1)~~ in which permanent status ~~tenure~~ was obtained, as provided in Education Code 44929.25. This level of tenure remains unchanged for the duration of the bargaining unit member's uninterrupted employment with the adult education program.

31.1.10~~2.7.6.1~~ Should a tenured bargaining unit member who resigns ~~is~~ be reemployed ~~hired back~~ by the District within 39 months, they shall retain their permanent status and be tenured at the number of hours at which they were reemployed per Education Code section 44931. ~~or request that their hours be reduced permanently to below eighteen (18) hours or less a week~~, ~~they forfeit tenure. If hired back, they shall need to restart the process to acquire tenure~~. ~~and they seek to increase hours above eighteen (18) hours per week, they shall be treated as any other temporary employee seeking such an increase.~~

31.1.11 Should a permanent bargaining unit member who has resigned~~, they forfeit permanent status, and if~~ be reemployed after more than thirty-nine (39) months after the resignation, ~~and Ttt~~they shall be treated as a new employee and must ~~need to~~ restart the process to achieve permanent status and reacquire tenure. ~~if reemployed more than 39 months after the resignation.~~

31.1.12 Should a tenured bargaining unit member request that their hours be reduced permanently, their tenure shall be reduced to that lower number of hours. If they then seek to increase their hours, and the District agrees to this increase, tenure shall be re-established per Ed. Code 44929.25

31.1.13 Should a permanent bargaining unit member request that their hours be reduced permanently, they shall retain their permanent status.

31.2 Organizational Security / Association Rights

The specific language applicable to adult education bargaining unit members is noted in Article 2 of this ~~the~~ Agreement.

~~Article 2 as proposed by the District on 01-07-2026.~~

31.3 Grievance Procedure

31.3.1 Article 3 of this ~~the~~ Agreement - Grievance Procedure - shall apply to bargaining unit members covered by this Article, except that all references therein to "day(s)" or "workday(s)" shall be defined to mean a day in the "regular adult school year" as defined in 31.1.3. extended. All time limits herein shall consist of workdays, including those that are submitted on or after May 1.
~~Time limits shall not be redefined based on when a grievance is submitted. each day the Adult Education Program is open for business during the regular school year according to each program's calendar.~~

31.3.2 Temporary, part-time unit members covered by this Article shall not have the right to grieve a release from the Adult Education Program; however, these bargaining unit members may grieve alleged violations of section 31.4.4,. provided, however, that any remedy for such a violation shall not include reinstatement or reemployment. ~~up to Formal Grievance - Step 2 (section 3.9) of this Agreement.~~

31.4 Assignment

~~MDEA Initial Proposal - 01-07-2026 - 4.1.4 All bargaining unit members who teach in adult education shall receive their Letter of Assignment at least six (6) weeks before the first student day of each term.~~

31.4.1 No less than thirty ~~twenty~~ (30 ~~20~~) calendar days before the first work day of an adult education term, temporary bargaining unit members shall be notified that they shall be employed for the upcoming term~~. If after the twenty (20) calendar days,~~ unless the class is shortened or cancelled~~,~~ according to ~~s~~Section 31.4.3.4 of this agreement ~~shall apply~~.

31.4.2 ~~1~~ Assignments are contingent upon adequate class attendance, available funding and other conditions defined by the District. Bargaining u~~U~~nit members shall receive their tentative assignments ~~as soon as practicable based on these factors, but usually~~ not less than ~~six~~ two ~~four~~(624) weeks before the first student day of each class.

31.4.21.1 For Adult Education Teachers in the English as a Second Language (ESL) Program, the tentative assignment shall

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include no more than three levels; a definite assignment shall be given within two (2) work days of the completion of placement assessments.

31.4.21.2 Adult Education Teachers in the English as a Second Language (ESL) Program may agree, but shall not be required, to teach multiple levels of student during the same class.

31.4.21.3 ~~"Adult Education Teachers in the English as a Second Language (ESL) Program" as used in~~ Ssections 31.4.1.1 and 31.4.1.2 above shall not apply to ~~include~~ Family Literacy classes.

31.4.2 Tentative Assignments shall be~~y~~ made by the site Administrator based on the following conditions:

31.4.2.1 A vacancy or potential need actually exists.

31.4.2.2 The bargaining unit member ~~teacher~~ is properly credentialed for that position.

31.4.2.3 The bargaining unit member ~~teacher~~ has special professional requirements, stated in the description of the position, which specifies the experience needed in the technical skill, trade, or vocation related to the subject to be taught.

31.4.3 Posting Position Vacancies

31.4.3.1 Adult School positions will be posted for a minimum of five (5) workdays on electronic platforms used by the District, including, for example, EdJoin. When positions are posted, the following information will be included:

31.4.3.1.2 The title of the position.

31.4.3.1.3 The necessary credentials required for the position.

31.4.3.1.4 The special professional requirements which specify the experience needed in the technical skill, trade, or vocation related to the subject to be taught.

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31.4.3.1.5 The number of hours of instruction per week required in the position.

31.4.3.2 Bargaining u~~U~~nit Member Applicants: All bargaining unit member applicants who meet the minimum qualifications for a position shall be screened for interviews ~~based on experience~~.

~~31.4.3.3 For purposes of Except as provided in section 7.1.9.2.4 of this Article, seniority will be determined by Education Code section §44845, which defines seniority by the date upon which the bargaining unit member first rendered paid service in a probationary position.~~

31.4.3.4 Adult School administration may create, offer, shorten, extend, cancel, combine, close or terminate any class taught, or to be taught, by bargaining unit members covered by this Article provided that each bargaining unit member shall be paid for each hour worked. Starting and ending dates for all classes and programs shall be established by administration.

31.4.~~48~~ *Temporary, Bargaining Unit Member~~Employee~~ Termination: When* a temporary bargaining unit member is to be terminated because of unsatisfactory performance, the unit member shall be notified in writing. This notice shall be given not ~~fewer~~ less than fifteen (15) days before the end of the school year or five (5) days before the last day the class is in session, whichever comes first.

31.5 Transfer

Article 5 of this ~~the~~ Agreement - Transfer - does not apply to unit members covered by this Article.

31.6 Class Size

~~MDEA Initial Proposal - 01-07-2026 - 6.1.1~~

	~~Maximum Class Size~~
~~Adult Education~~	~~30~~
~~Adult Education - AWD~~	~~15~~

~~MDEA Initial Proposal - 01-07-2026 - 6.3.9 - In the Adult Education Adults with Disabilities (AWD) program there shall be a 1:6 staff to student ratio. To meet this ratio Senior Instructional Assistants (SIA) may be assigned.~~

~~MDEA Initial Proposal - 01-07-2026 - 6.3.10 - In the Adult Education Adults with Disabilities (AWD) program single class sections may be assigned multiple teachers. If this happens a class section could have a maximum thirty (30) if there were two (2) teachers assigned.~~

31.6.1 Factors for Determining Class Size

In determining class size, the Administration and Program Coordinator shall consider, but are not limited to, the following factors:

- Program type, curriculum, and instructional model
- Student needs, including English learners, students with disabilities, and required instructional supports
- Facility capacity, room configuration, and safety requirements
- Availability of equipment, technology, and instructional materials
- Staffing ratios, credentials, and supervision requirements
- State, federal, and grant-funded program requirements

31.6.2 Program Specific Variations

Due to the diverse nature of Adult School programs, class size may vary by program, course, level, or instructional format. No provision of this article shall be interpreted to require uniform class sizes across programs. All Adult Education Teachers shall be informed in writing of the maximum student enrollment of each class which they are assigned to teach.

31.6.3 Minimum Enrollment to Start a Class

31.6.3.1 A minimum student enrollment may be required for a class to begin. Minimum enrollment thresholds shall be determined by the Administration in consultation with the Program Coordinator and shall consider program requirements, funding viability, and instructional effectiveness. All Adult Education Teachers shall be informed of the minimum student enrollment of each class which they are assigned to teach.

31.6.3.2 Classes that do not meet the established minimum enrollment may be subject to consolidation, rescheduling, or cancellation in accordance with this article. ~~Efforts will be made to enroll~~ All waitlisted students, who still have an interest in a class, shall be enrolled prior to consolidation, rescheduling, or cancellation due to determination that a class does not meet established minimum enrollment.

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31.6.4 Review and Adjustment

Class sizes and enrollment thresholds shall be reviewed periodically by the Administration and Program Coordinators. Adjustments may be made as necessary to respond to enrollment trends, student needs, program outcomes, and operational considerations. Programs that support continuous registration and enrollment shall admit students, up to the relevant maximum class size, on an ongoing basis. ~~(For example, this does not apply to CTE classes)~~

~~Counter to MDEA Initial Proposal - 01-07-2026 - 6.4.13~~

31.6.5 Workday Flexibility for Adult Education Coordinators

31.6.5.1 Adult Education Coordinators may flex their workdays through agreement with their site administrator under the following circumstances:

31.6.5.1.1 Up to ten (10) of the two hundred thirty (230) workdays required of Adult Education Coordinators may be performed in full, or partial-day increments over the course of the year.

31.6.5.1.2 When Adult Education Coordinators agree to work in the evening, time spent working shall be accrued toward the required two hundred thirty (230) adult education coordinator workdays.

~~6.4.13.1.3 Adult education coordinators who elect not to bank time toward the required two hundred thirty (230) adult education coordinator workdays, may elect to be paid at their Hourly Rate in Appendix A, rounded to the nearest quarter hour when they work beyond eight (8) hours a day.~~

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

31.6.5.1.4 Flex time shall only be approved when the

Adult Education Coordinator's absence will have minimal impact on the delivery of services to students; however, no adult education coordinator shall be unreasonably excluded from utilizing flex time.

31.7 Work Year

~~MDEA Initial Proposal - 01-07-2026 - 7.1.4 The length of the work year for adult education coordinators will be two hundred thirty (230) days.~~

31.7.1 The Adult Education administration will consult with an Adult Education Coordinator from each program area prior to presenting the calendar for approval by the Board of Education.

31.7.1.1 Instructional calendars for individual Adult Education programs will be based on program needs.

31.7.2 The length of the regular work year for Adult Education Coordinators will be 230 work days and will include the student instructional days.

31.7.2.1 By June 1 of each year, each Adult Education Coordinator will provide a work calendar for the subsequent school year ~~248-day potential work day calendar~~ to administration. The work calendar will indicate 230 work days and 18 non-work days. ~~indicating their 18 non-work days for the subsequent school year. The 18 non-work days shall be non-student days~~.

31.7.2.1.1 Work calendars can vary based on the program(s) supported by the Coordinator. If the student instructional year is longer than 230 days ~~every~~ effort shall be made for the work days to align with student attendance days of the program(s).

31.7.3 The length of the regular work year for Adult Education Teachers will be at least one hundred seventy-five (175) ~~the number of~~ student instruction days and may vary by program. Bargaining unit members who work ~~that amount to~~ at least 1050 hours per school year shall earn ~~accrue, which counts as~~ 1.0 year of STRS service credit. Bargaining uUnit members working fewer ~~less~~ than 1050 hours in one school year shall receive a proportional amount of STRS service credit.

~~31.7.3.1 The regular work year for Adult Education Teachers is August 1 through June 30.~~

31.7.3.2 For programs that require a specific number of hours to complete an industry recognized certificate/certification ~~do not support continuous registration and enrollment~~ the adult education teacher regular work year calendar may contain additional potential "make up" work days in the event of unanticipated school closures.

~~7.1.9 Adult Education Summer School~~

~~7.1.9.1 Bargaining unit members who teach in adult education during the spring term shall be offered employment to teach during the Adult Education Summer Session, provided they have the appropriate credential and the same or similar course is offered.~~

~~7.1.9.2 If more than one bargaining unit member who teaches in adult education applies for the same position, selection shall be made according to the following "Selection Criteria":~~

~~7.1.9.2.1 Credential in the applied subject area;~~

~~7.1.9.2.2 Recent experience teaching the subject area in the prior three (3) years;~~

~~7.1.9.2.3 Full-time bargaining unit members shall be offered positions prior to part-time bargaining unit members;~~

~~7.1.9.2.4 If all else is equal under Selection Criteria 1, 2, and 3 selection shall be determined by seniority according to continuous employment in MDUSD Adult Education.~~

31.8 Job Share Program

Article 8 of this ~~the~~ Agreement - Job Share Program - does not apply to unit members covered by this Article.

31.9 Hours

~~31.9.1 The regular workday for Adult Education Teachers shall be based on the number of classes that are assigned to the teacher.~~

31.9.1.1 Full time teachers work at least thirty ~~twenty (20)~~30 hours per week or 1050 hours per year.

31.9.2 The regular workday for Adult Education Coordinators shall be eight (8) hours per day.

31.9.2.1 ~~The daily work schedule is dependent upon the program(s) supported by the Coordinator.~~ The daily work schedule for

the year will be determined by mutual agreement between the Coordinator and administration by June 1 for the subsequent school year.

~~Counter to MDEA Initial Proposal - 01-07-2026 - 9.1.12~~

~~31.9.3 Split Teaching Schedules Shifts in Adult Education: All bargaining unit members who teach in adult education may elect to teach classes on a split schedule. volunteer for split shifts, but shall not be required to work a split shift. A split teaching schedule shift is morning classes(es) and evening class(es) without afternoon class(es)~~

31.9.34 Adult Education Coordinators and full time teachers are entitled to a 30-minute duty free unpaid lunch period.

31.9.5 Preparation Periods

The parties agree to maintain the status quo regarding prep time.

~~MDEA Initial Proposal - 01-07-2026 - 9.8.9 All bargaining unit members who teach in adult education shall be paid for one hour of preparation per week for every section they teach, or every four hours of instruction, whichever provides more preparation time.~~

~~31.9.5.1 Adult Education Tteachers' schedules shall include the following preparation time in their teaching assignment. Preparation time is paid at their hourly rate of pay.~~

~~a. Twenty (20) or more Thirty (30) - forty (40) Nineteen (19) or more hours of teaching er per work week = seven (7) two (2) one (1) six (6) four (4) three (3) hours prep per/week~~

~~b. Twelve (12) to less than nineteen (19) to Nineteen (19) Twenty four (24) - twenty nine and one half (29.5) hours of teaching per work week = one and one half (1.5) five (5) hours forty five (45) minutes four (4) three (3) hours two and one half (2.5) hours prep per/week~~

~~c. Eleven (11) or fFewer than twelve Eighteen (18) - twenty three and one half (23.5) hours of teaching per work week = one (1) hour three hours thirty (30) minutes two (2) two (2) hours prep per/ week~~

~~Dd. One (1) - seventeen and one half (17.5) hours of teaching per week = fifteen (15) minutes prep per/ week~~

Ee. Preparation time shall not be counted towards hours for full time or part time status

31.9.4.2 For bargaining unit members assigned to work at Loma Vista Adult School, pPreparation time shall beis served onsite. For bargaining unit members assigned to work at other sites, preparation time shall be served at the assigned site or at Loma Vista Adult School as necessitated by work duties. The bargaining unit member and the administrator or designee shall mutually agree upon the preparation period schedule for the assigned term prior to the beginning of that term. Bargaining unit members shall serve their preparation time in no less than thirty (30) minute increments throughout the week.

MDEA Initial Proposal - 01-07-2026 - 7.1.4.1 All bargaining unit members who work in adult education coordinator positions shall be entitled to work remotely up to two (2) days per week. They shall be able to choose which days, and shall give their supervisor at least three (3) days notice.

MDEA Initial Proposal - 01-07-2026

9.15 Holiday Entitlement

9.15.1 All bargaining unit members who teach in Adult Education are entitled to payment for authorized holidays, provided they were in a paid status during any portion of the work day immediately preceding or succeeding the holiday. The authorized holidays include:

January 1 (New Year's Day)
Third Monday in January (Dr. Martin Luther King, Jr.'s Birthday)
Third Monday in February (President's Day)
A day during the Spring Recess
March 31 (Cesar Chavez Day)
Last Monday in May (Memorial Day)
June 19 (Juneteenth)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Day after Thanksgiving Day
December 24 or December 31 (but not both)
December 25
One additional holiday designated as a "floating holiday" shall be granted each employee in lieu of Admission Day. The date of such

~~holiday shall be selected by the employee subject to approval of the District. That approval shall not be unreasonably withheld. "School-Day-Only" Employees are paid for this floating holiday and do not take the day off.~~

~~9.15.1.1 Saturday and Sunday Holidays~~
~~If the holiday falls on Saturday, the preceding Friday shall be deemed to be the holiday. If the holiday falls on Sunday, the following Monday shall be deemed to be the holiday.~~

~~9.15.1.2 Holiday Eligibility~~
~~Employees who are not normally assigned to duty on the holiday of December 25, January 1, and December 24 or December 31, shall be paid for those holidays provided that they were in a paid status during any portion of the work day of their normal assignment immediately preceding or succeeding the holiday period.~~

~~9.15.1.3 Holiday Pay~~
~~All employees' assigned work on holidays shall receive cash compensation or compensatory time off at a rate of time and one half in addition to the regular pay received for the holiday.~~

~~9.15.1.4 Additional Holidays~~
~~The District shall comply with Education Code §37220 and §1318.~~

31.10 Safety

Article 10 of this ~~the~~ Agreement – Safety - shall apply to bargaining unit members covered by this Article except for sections 10.5, 10.7, ~~and~~ 10.8, and 10.9 and all subsections therein.

31.11 Evaluation

~~MDEA Initial Proposal - 01-07-2026 -~~ ~~11.4.4~~ Only ~~full time~~ Probationary and permanent (but not temporary) ~~B~~bargaining unit members who work in adult education shall ~~not~~ be evaluated. ~~Temporary bargaining unit members who work in adult education shall not be evaluated.~~

31.11.1 Adult Education Program Standards

31.11.1.1 The basis for the evaluation of adult education bargaining unit members shall be The California Commission on Teacher Credentialing Adult Education Preconditions and Program Standards, to

the extent that the Standards apply to job responsibilities.

31.11.2 Rating Scale

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

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

31.11.3 Purposes

31.11.3.1 To improve instruction provided by certificated unit member personnel.

31.11.3.2 To improve the performance of certificated unit member personnel in instructional and related responsibilities.

31.11.3.3 To contribute to the professional growth of the evaluatee.

31.11.3.4 To provide for the continuous progress of students in a productive learning environment.

31.11.4 Frequency

31.11.4.1 Evaluation of certificated unit member personnel is a continuing process. Certificated personnel with permanent status in the District shall be evaluated according to these procedures at least every other year. If an evaluatee or evaluator requests an annual evaluation, the evaluation shall be conducted according to the Standard Evaluation. An annual evaluation of a permanent employee shall be required according to the Standard Evaluation procedure if that employee's final evaluation from the preceding year was needs improvement and stated specifically a need for such immediate follow-up evaluation which is consistent with the purposes as specified in §31.11.3 and contained specific recommendations to help the employee.

31.11.4.2 Probationary certificated unit member personnel will be evaluated annually according to Standard Evaluation Procedures.

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31.11.4.3 Employees with permanent status who have been employed with the District for at least ten (10) years and whose previous Standard Evaluation rated the employee as Meets Expectations or above (meets or exceeds standards) in all areas formally evaluated, may be evaluated at least every five (5) years in accordance with this Article, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

31.11.5 Announcement of Evaluatees

31.11.5.1 No later than the end of the twentieth (20th) instructional day of each school/program the principal/program administrator of each school/program shall post a list of those persons to be evaluated during the current year. This notice shall also identify who will be the evaluator.

31.11.6 General Provisions

31.11.6.1 Scope of Evaluation

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

31.11.6.2 Final Conference

31.11.6.2.1 The final Evaluation Conference and Form are obligatory for all unit members being evaluated and must be completed at least thirty (30) days prior to the end of the instructional year.

31.11.6.3 Signatures

31.11.6.3.1 The final evaluation form shall be signed. Such signature does not constitute agreement with the judgments

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of the evaluator, but only that the evaluatee has read it and has had the opportunity to respond in writing.

31.11.6.4 Unit Member Response

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

31.11.6.5 Forms

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

31.11.6.6 Judgments Not Grievable

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

31.11.7 Standard Evaluation

31.11.7.1 Evaluator

Each evaluation shall be conducted by the principal/program administrator or their designee but not by other bargaining unit members.. ~~Program Coordinators shall not be permitted to evaluate adult education teachers.e~~

31.11.7.2 Required Evaluative Data

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

31.11.7.2.2 Type of required evaluative data are:

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

31.11.7.2.2.2 Observation(s) (Evaluatee-requested,

evaluator-requested, unscheduled).

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

31.11.7.3 Initial Conference and Resolution of Disagreements

31.11.7.3.1 An initial conference shall be held prior to October 31 between evaluator and evaluatee for the purpose of selecting Standards to be evaluated, types of required evaluation data in §31.11.7.4 and the number and types of classroom observations as well as the person(s) to perform the observations if the Standard Evaluation is to be used.

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

31.11.7.4 Observations

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

31.11.7.4.2 All formal observations which are part of the evaluation process shall be reduced

to writing and discussed with the unit member within ten (10) work days of their occurrence. The unit member shall have a right to attach a written response.

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

31.11.7.5 Interim Evaluation Conference and Interim Evaluation Form

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

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

31.11.8 Self-Evaluation Option

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

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

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

31.11.8.1.3 If there is a change in Principal leadership, the new Principal may rescind the approval for the Self Evaluation Option, provided the Initial

Evaluation Conference has not already taken place, per §31.11.7.3.1.

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

31.11.8.2.1 The participating unit member will identify two of the Standards to be evaluated.

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

31.11.8.2.3 Each participating unit member will document their work on the standard District evaluation forms in accordance with the usual timelines; and

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

31.11.8.2.4.1 In the event that the Principal does not believe that the agreed upon plan was followed, or that the completed project

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failed to sufficiently demonstrate proficiency for the standards selected, the Principal/designee may return the teacher to the standard evaluation process the following school year.

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

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

31.11.9 Special Provisions

31.11.9.1 Unit members employed on or before October 1 shall be subject to all preceding provisions of Article 31.11.

31.11.9.2 Special provisions for evaluation of unit members hired after October 1.

Special Timelines

Announcement	Fifth day after assignment begins.
Initial Conference	Complete prior to thirty (30) days after assignment begins.
Interim Evaluation	Unit members hired prior to December 1, if requested at initial conference.
Final Evaluation	Two (2) weeks prior to end of the last day of employment term.

31.12 Teacher Induction Support Program

Article 12 of this ~~the~~ Agreement - Teacher Induction Support Program - does not apply to bargaining unit members covered by this Article.

31.13 Peer Assistance Review

Article 13 of this ~~the~~ Agreement - Peer Assistance Review - does not apply bargaining to unit members covered by this Article.

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31.14 Salary

~~14.5.3 Adult Education Hourly Rate of Pay~~

31.14.1 Salary Increases

31.14.1.1 Effective July 1, 2025, the adult education certificated instructor and program coordinator hourly rates shall be increased by thirty percent (30%) ~~thirty-two percent (32%)~~ ~~twenty eight (28%)~~ ~~twenty one eighteen and one-half percent~~ ~~thiry-five percent (35%)~~ ~~twenty four percent (18.5 21 24%)~~. Adult Education Teachers shall only be paid retroactively for work done during their regularly assigned work hours; they shall not be paid retroactively for additional work hours in excess of the number of hours regularly assigned to work.

~~31.14.1.2 Effective July 1, 2026, the adult education certificated instructor and program coordinator hourly rates shall be increased by one percent (1%). Effective July 1, 2026, the salary schedule shall be increased by a percentage equal to the funded COLA received by the District for 2026-2027, including any additional percentage ongoing LCFF base grant adjustment that becomes a permanent addition to the base grant, minus two-thirds of one percent. If the funded COLA is .6666% or less, there shall be no change to the salary schedule.~~

~~31.14.1.3 Effective July 1, 2027, the adult education certificated instructor and program coordinator hourly rates shall be increased by one percent (1%). Effective July 1, 2027, the salary schedule shall be increased by a percentage equal to the funded COLA received by the District for 2027-2028, including any additional percentage ongoing LCFF base grant adjustment that becomes a permanent addition to the base grant, minus two-thirds of one percent. If the funded COLA is .6666% or less, there shall be no change to the salary schedule.~~

31.14.1 ~~14.5.3.1~~ Effective July 1, 2025 ~~Beginning July 1, 2028~~, bargaining unit members who teach in Adult Education in hourly positions shall receive the ~~Adult Education Teacher H~~hourly r~~R~~ate of ~~P~~pay listed on the A~~a~~dult E~~e~~ducation C~~c~~ertificated I~~i~~nstructor and P~~p~~rogram C~~c~~oordinator hourly rates schedule in Appendix A, per hour, computed to the nearest quarter hour. Beginning July 1, 2026 ~~June 30July 1, 20268~~, this, t~~T~~his amount shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.

31.14.1.1 ~~14.5.3.1.1~~ Step 1 is for those with fewer than 1050 hours teaching.

31.14.1.2 ~~14.5.3.1.2~~ Step 2 is for those with between 1050 and 2099 hours teaching.

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31.14.1.3 ~~14.5.3.1.3~~ Step 3 is for those with between 2100 and 3149 hours teaching.

31.14.1.4 ~~14.5.3.1.4~~ Step 4 is for those with 3150 or more hours teaching.

31.14.2 ~~14.5.3.2~~ Effective upon ratification by MDEA and approval by the Board of Education ~~July 1~~, ~~2025,~~ all bargaining unit members who teach in Adult Education shall be paid the Adult Education Teacher Hourly Rate of Pay for all work, including but not limited to, meetings, professional development, preparation time, ~~and~~ if substituting.

31.14.3 ~~15.5.3.3~~ Effective July 1, 2025, the salary schedule for adult education coordinators is included on the ~~A~~adult ~~E~~education ~~C~~certificated ~~I~~instructor and ~~P~~program ~~C~~coordinator hourly rates schedule in Appendix A. Beginning July 1, 2026 ~~June 30July 1, 20268~~, t~~T~~his amount shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.

14.5.3.3.1 Step 1 is for those with fewer than 1840 hours as coordinators.

14.5.3.3.2 Step 2 is for those with between 1840 and 3679 hours as coordinators.

14.5.3.3.3 Step 3 is for those with between 3680 and 5519 hours as coordinators.

14.5.3.3.4 Step 4 is for those with between 5520 and 7359 hours as coordinators.

14.5.3.3.5 Step 5 is for those with 7360 or more hours as coordinators.

14.6 Advanced Degrees/Certifications

~~14.6.1 Those full time bBargaining unit members who teach in adult education, work as adult education coordinators, or who are on the Credentialed Teachers' Salary Schedule, and who possess a with Masters degree(s) and/or Doctorate degree(s) will receive the appropriate Advanced Degree Stipend(s) indicated on the salary schedules in Appendix A for each Masters and/or Doctorate degree held. Beginning July 1, 2028, tThis stipend shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.~~

31.15 Payment for Non-Teaching Duties

Article 15 of this ~~the~~ Agreement - Payment for Non-Teaching Duties - does not apply to unit members covered by this Article.

31.16 Benefits

31.16.1 ~~16.1.1~~ Effective the first of the month following ratification by MDEA and approval by the Board of Education ~~January 1~~, ~~2026,~~ 16.1 also applies to all bargaining unit members who work in adult education.

31.16.2 ~~16.2.1.2.1~~ Effective the first of the month following ratification by MDEA and approval by the Board of Education ~~January 1~~, ~~2026,~~ §16.2.1.2 shall apply to all bargaining unit members who work in adult education. For adult education coordinators 0.5 FTE is 20 hours per week. For adult education teachers 0.5 FTE is 20 hours of instruction per week.

31.17 Property Damage

Article 17 of this ~~the~~ Agreement – Property Damage - shall apply to unit members covered by this Article.

31.18 Travel

Article 18 of this ~~the~~ Agreement – Travel - shall apply to unit members covered by this Article.

31.19 Leaves of Absence [The Parties agree that the final version of this article will include full applicable language, not just a list of CBA sections.]

31.19.1 The following sections of "Article 19 – Leaves" of this Agreement do not apply to Adult Education teachers or coordinators:

~~§19.2.2, §19.2.4~~

§19.2.8,
§19.2.13,

~~§19.2.14~~
§19.2.15,

~~§19.3 §19.3.2~~
§19.10, §§19.10.1-19.10.19,
~~§19.21, §19.21.1.~~

~~§19.23, §19.23.1~~

31.19.2 The following sections of "Article 19 – Leaves" apply entirely to Adult Education teachers and coordinators:
§19.1, §19.1.1, §19.1.1.1, §§19.1.1.1.1-19.1.1.1.7, §§19.1.1.1.9-19.1.1.1.12,
§19.1.1.2, §§19.1.1.2.1-19.1.1.2.7, ~~§19.1.1.2.9,~~
§19.1.2,
§19.2.1,
§19.2.3,
§19.2.5, §19.2.5.1, §19.2.5.2, §19.2.5.3,
~~§19.2.6.1~~
§19.2.7,
§19.2.9,
§19.2.10,
§19.2.12,
§19.3.3,
§19.3.4, §19.3.4.1, §19.3.4.2, §19.3.4.3, §19.3.4.4, §19.3.4.5, §19.3.4.6,
§19.3.4.7, §§19.3.4.7.1-19.3.4.7.4,
§19.3.5,
§19.4, §§19.4.1-19.4.11,
§19.5, §19.5.1,
§19.6, §19.6.1, §19.6.1.1,
§19.6.2, §§19.6.2.1-19.6.2.6,
§19.6.3, §19.6.3.1, §19.6.3.2,
§19.7, §19.7.1,
§19.8, §19.8.1,
§19.9, §19.9.1,
§19.11, §19.11.1, §19.11.2,
§19.12, §§19.12.1-19.12.3,
§19.13, §19.13.1, §19.13.2, §19.13.3,
§19.14, §19.14.1,
§19.16, §19.16.1,
§19.17, §§19.17.1-19.17.3,
§19.18, §19.18.1, §19.18.1.1, §19.18.2, §§19.18.2.1-19.18.2.4,
§19.20, §19.20.1
§19.21,
§19.22, §19.22.1,
~~§19.23, §19.23.1,~~
§19.24, §19.24.1, §§19.24.1.a-19.24.1.c, §19.24.2, §§19.24.2.b - 19.24.2.h, §19.24.3,
§§19.24.3.a-19.24.3.k,

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§19.24.4, §§19.24.4.a-19.24.4.j (including all subsections of §19.24.4.e and of §19.24.4.f).

31.19.3 Leave Language Different For Adult Ed Than PreK-12: The following sections of "Article 19 – Leaves" apply to Adult Education teachers and coordinators only in the ways described below, here, in §31.19.3, which are different than their application in "Article 19 – Leaves": This section also includes new sections applicable only to adult education.
§19.1.1.2.9
§19.2.2
§19.2.4
§19.2.6,

§19.2.6.1
§19.2.11,
§19.2.14
~~§19.3.2.2, (new)~~
~~§19.3.2.4, (new)~~
~~§19.3.2.14, (new)~~
§19.3.~~3.~~1, [§19.3.3.1.1, §19.3.3.1.2, §19.3.3.1.3, and §19.3.3.1.4 are new]
§19.3.2
~~§19.3.3.2, (new)~~
§19.15, §19.15.1,
§19.19, §19.19.1,
§19.23, §19.23.1
§19.24.2.a

The Sections of §31.19 below have been assigned section numbers that are correlative to corresponding sections of "Article 19 – Leaves" that have the same section number minus "31." Thus: "§31.19.3.2.2" correlates to "§19.3.2.2."

31.19.1.1.2.9 Family Care Leave (§31.19.23)

31.19.2.6 A one (1) year unpaid leave shall be extended for a second year provided that the Personnel Services Office receives a request to extend the leave for a full second year no later than six (6) weeks before the end of the original one year leave ~~start of the term for which the extension is sought.~~ With agreement of the Personnel Services Office, a unit member may be granted a leave extension requested fewer than six (6) weeks before the start of the term.

Except as provided by statute, the maximum allowable unpaid leave of absence is two (2) consecutive school years.

§31.19.2.6.1 For purposes of this section, a school year is defined as at least seventy-five (75%) of the hours constituting a full-time equivalent position. This number is 787.5 hours. (see sections 31.1.7-31.1.9)

31.19.2.11 A unit member requesting Educational Improvement or Opportunity Leave shall submit that request in writing no later than six (6) weeks before the end of the term preceding the requested leave. ~~the start of the term.~~ With agreement of the Executive Director, Human Resources or designee, a unit member may be granted such leave requested fewer than six (6) weeks before the start of the term. Once requested the leave must be taken unless otherwise agreed by the unit member and the District.

31.19.3.2.2 Any bargaining unit member on a leave, paid or unpaid, for one (1) school year or less shall be returned to the same assignment held prior to the beginning of the leave, if that assignment still exists, and the bargaining unit member has been employed by the District for at least one (1) school year.

31.19.3.2.4 Bargaining unit members returning from a leave, paid or unpaid, greater than one (1) school year shall have the opportunity to return to the same assignment held prior to the beginning of the leave if it still exists, and the bargaining unit member has been employed by the District for at least one (1) school year.

31.19.3.2.14 Adult education teachers shall not be required to substitute for other bargaining unit members.

31.19.3.3.1 Sick Leave Accrual

31.19.3.3.1.1 Adult Education Teachers earn one (1) hour of sick leave for every eighteen (18) hours worked for a maximum earning of 6 hours each month.

31.19.3.3.1.2 Bargaining unit members whose primary assignment is outside of Adult Education shall earn sick leave hours for working in

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the Adult Education Program separate from earnings based on Article 19.3 of this Agreement. Sick leave earned for work in the Adult Education Program shall be used only for work in the Adult Education Program. Sick leave earned under Article 19.3 of the Agreement shall be used only for work under Article 19.3.

31.19.3.3.1.3 Full Time Adult Education Coordinators earn 8 hours of sick leave per month provided they work 75% of their work days in any given month.

31.19.3.3.1.4 Adult Education Coordinators working less than 8 hours per day will earn a prorated amount of sick leave each month provided they work 75% of their assigned work days in any given month.

31.19.3.3.2 Bargaining unit members shall receive a monthly accounting of accumulated sick leave.

31.19.15 Educational Improvement

31.19.15.1 A permanent bargaining unit member shall be granted, upon request, a leave of absence without pay for purposes of educational improvement and advancement for not less than one (1) semester nor more than one (1) year. The request for this leave must be received in the Personnel Office by six (6) weeks before the end of the term preceding the requested leave.~~the start of the term.~~

31.19.19 Political Leave

31.19.19.1 A bargaining unit member who is elected to public office shall be entitled, upon request, to an unpaid leave of absence for the length of their term or terms in office. The bargaining unit member on leave shall notify the Board of their intended return no later than six (6) weeks before the end of the term preceding the requested leave~~the start of the term~~.

31.19.23 Family Care Leave

31.19.23.1 Except as provided in this agreement, any employee who has served the district more than one (1) year and who has at least 1,250 hours of service with the district during the previous one (1) year period shall be eligible to take unpaid

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family care leave under the provisions of Government Code section 12945.2 and subsequent regulations adopted by the California Office of Civil Rights Fair Employment and Housing Commission.

31.19.24.2 [Catastrophic Sick Leave Bank] Eligibility and Contributions

31.19.24.2.a. Bargaining unit members who earn sick leave by the hour shall be eligible to contribute to or receive from the Catastrophic Sick Leave Bank at a rate of six (6) sick leave hours per one (1) sick day. When Adult educators who work fewer than six (6) hours a day withdraw from the CSLB, the withdrawl shall be prorated based on the hours the bargaining unit member would have worked that day.

~~FURTHER DISCUSSION NEEDED –~~

~~19.2.4 Return rights for leaves longer than 1 year. Permanent and probationary bargaining unit members returning from a leave, paid or unpaid, greater than one (1) school year shall have the opportunity to return to the same assignment if a vacancy exists. If the assignment is not vacant, the bargaining unit member shall be offered a vacant position at the same school. A vacancy is defined as a position not held by a probationary or permanent bargaining unit member.~~

~~19.2.6 Extension of unpaid leave. A one (1) year unpaid leave by a permanent or probationary bargaining unit member shall be extended for a second year provided that the Personnel Services Office receives a request to extend the leave for a full second year no later than April 15 of the school year preceding that for which the extension is sought. With agreement of the Personnel Services Office, a bargaining unit member may be granted a leave extension requested after April 15. Except as provided by statute, the maximum allowable unpaid leave of absence is two (2) consecutive school years.~~

~~19.2.6.1 For purposes of this section a school year is defined as 75% of the required days of service for the bargaining unit member.~~

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~~19.2.7 Refers to Improvement of Health, Educational Improvement Opportunity or Parental Leave.~~

~~19.2.8 Daily rate reduction for absences~~

~~19.2.11 Same comment as 19.2.7.~~

~~19.2.12 District will maintain list of subs for leaves per 19.2.7~~

~~19.2.13 Absent employee to call sub management service~~

~~19.2.14 No subbing for absent employees except in emergencies.~~

~~19.3.4.4 Refers to Improvement of Health Leave per 19.2.6~~

~~19.3.4.5 Refers to return from Improvement of Health Leave~~

~~19.3.4.6 through 19.3.4.7.4 4 Refers to Improvement of Health Leave per 19.2.6~~

~~19.10 Sabbatical~~

~~19.13 Professional Conference Leave~~

~~19.14 Improvement of Health~~

~~19.15 Educational Improvement~~

~~19.16 Opportunity 19.17-19.19~~

~~19.21 Pre-Retirement Leave~~

~~19.23 Family Care Leave: Unit members covered by this Article are entitled to family care leave under CFRA/FMLA, provided that they meet eligibility requirements provided by law: 1250 hours of service with the District during the 12 month period immediately preceding the leave.Except as provided in this agreement, any employee who has served the District more than twelve (12) months shall be eligible to take unpaid family care leave under the provisions of Government Code 12945.2 and subsequent regulations adopted by the California Civil Rights Department.~~

~~31.19.24 Catastrophic Leave Bank: Bargaining unit members who earn sick leave by the hour shall be eligible to contribute to or receive from the Catastrophic Leave Bank at a rate of six (6) sick hours per one (1) sick day.~~

31.20 Special Education

Article 20 of this ~~the~~ Agreement - Special Education - does not apply to unit members covered by this Article.

31.21 Teachers on Special Assignment

Article 21 of this ~~the~~ Agreement – Teachers On Special Assignment ~~Special Education~~ - does not apply to unit members covered by this Article.

~~31.22 Retirement Plans & Retiree Health/Dental~~

~~Article 22 of the Agreement – Retirement Plans & Retiree Health/Dental - shall not apply to unit members covered by this Article.~~

~~31.22.11 All bargaining unit members who work in adult education coordinator positions shall receive the same retiree health/dental benefits as other bargaining unit members, as outlined in Article 22.4 through 22.7.~~

31.23 Personnel Files

Article 23 of this ~~the~~ Agreement – Personnel Files - shall apply to unit members covered by this Article.

31.24 Effects of Layoff

Article 24 of this ~~the~~ Agreement – Effects of Layoff - shall apply to unit members covered by this Article.

31.25 Professional Development Advisory Committee

Article 25 of this ~~the~~ Agreement - Professional Development Advisory Committee - does not apply to unit members covered under this Article.

~~31.26 Summer School~~

~~31.26.1 Summer school class assignments may be scheduled depending on funding and special programming.~~

~~31.26.2 Summer school class assignments are made based on administrator discretion.~~

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~~31.26.3 Qualified unit members, including those in probationary and temporary status, shall be selected for vacancies before new hires. The District shall determine those unit members who are qualified.~~

~~31.26.4 After members have been selected to fill projected vacancies and it becomes apparent that fewer Summer School teachers are required than have been hired, decisions on retention of staff for available positions shall be seniority-based.~~

~~31.26.5 Application of this Article is contingent on the District's decision to offer a summer school program.~~

~~7.1.9 Adult Education Summer School~~

~~7.1.9.1 Bargaining unit members who teach in adult education during the spring term shall be offered employment to teach during the Adult Education Summer Session, provided they have the appropriate credential and the same or similar course is offered.~~

~~7.1.9.2 If more than one bargaining unit member who teaches in adult education applies for the same position, selection shall be made according to the following "Selection Criteria":~~

~~7.1.9.2.1 Credential in the applied subject area;~~

~~7.1.9.2.2 Recent experience teaching the subject area in the prior three (3) years;~~

~~7.1.9.2.3 If all else is equal under Selection Criteria 1 and 2, selection shall be determined by seniority according to continuous employment in MDUSD Adult Education.~~nt on the District's decision to offer a summer school program.

31.26 Summer School

31.26.1~~7.1.9~~ Adult Education Summer School

31.26.1.1~~7.1.9.1~~ ~~B~~ Full-time bargaining unit members who teach in adult education during the spring term shall be offered employment to teach during the Adult Education Summer Session, provided they have the appropriate credential and the same or similar course is offered.

31.26.1.2~~7.1.9.2~~ If more than one part-time bargaining unit member who teaches in adult education applies for the same position, selection shall be made according to the following "Selection Criteria":

31.26.1.2.1~~7.1.9.2.1~~ Credential in the applied subject area;

31.26.1.2.2~~7.1.9.2.2~~ Recent experience teaching the subject area in the prior three (3) years;

31.26.1.2.3~~7.1.9.2.3~~ Full-time bargaining unit members shall be offered positions prior to part-time bargaining unit members;

31.26.1.2.4~~7.1.9.2.4~~ If all else is equal under Selection Criteria 1, 2, and 3 selection shall be determined by ~~seniority~~ hire date according to continuous employment in MDUSD Adult Education.

31.27 Discipline Short of Dismissal

Article 27 of this ~~the~~ Agreement – Discipline Short of Dismissal – shall apply to unit members covered by this Article.

31.28 Faculty Advisory Council/Faculty Senate

Article 28 of this ~~the~~ Agreement - Faculty Advisory Council/Faculty Senate - shall~~does not~~ apply to unit members covered by this Article.

31.29 Academic Freedom

Article 29 of this ~~the~~ Agreement – Academic Freedom – shall apply to unit members covered by this Article.

31.30 Virtual Learning Program

Article 30 of this ~~the~~ Agreement – Virtual Learning Program – shall not apply to unit members covered by this Article.