COLLECTIVE BARGAINING AGREEMENT

July 1, 2025 through June 30, 2028

between

MT. DIABLO UNIFIED SCHOOL DISTRICT

and

MDEA/CTA/NEA

Mt. Diablo Education Association

California Teachers Association

National Education Association

TABLE OF CONTENTS

ARTICLE		PAGE
Article 1	**Agreement-General Terms**	**1-1**
	Agreement	1-1
	General Definitions	1-1
	Recognition	1-1
	Coverage	1-2
	Application	1-3
	Savings Clause	1-3
	Term	1-3
	Successor Agreement	1-3
	Production and Distribution of Agreement	1-3
Article 2	**Organizational Security**	**2-1**
	New Bargaining Unit Member Information	2-1
	New Bargaining Unit Member Orientation for Employees Starting After the Beginning of the School Year	2-2
	New Bargaining Unit Member Orientation for Employees Starting Prior to the Beginning of the School Year	2-3
	Dues Deduction	2-4
	Hold Harmless	2-5
Article 3	**Grievance Procedure**	**3-1**
	Grievance Definitions	3-1
	Grievance Form	3-1
	Time Limits	3-1
	Service	3-1
	Presentation	3-2
	Representation	3-2
	Informal Discussion	3-2
	Formal Grievance - Step 1 (Immediate Supervisor)	3-2
	Formal Grievance - Step 2 (Superintendent)	3-3
	Formal Grievance - Step 3 (Arbitration)	3-3
	Expedited Arbitration	3-4
	Modification	3-4
	Cost	3-4
	Selection	3-4
	Time of Award	3-4
	Recording the Hearing	3-4
	No Reprisals	3-4
Article 4	**Assignment/Reassignment**	**4-1**
	Assignment/Reassignment	4-1

Article 5 Transfer 5-1
Glossary 5-1
Timeline of Events 5-1
Establishment of Seniority 5-3
Voluntary Transfer 5-3
General Procedures for Involuntary Transfer 5-4
Involuntary Transfer of Staff Members Assigned to a Program 5-9
Transfer Procedures for Teachers on Special Assignment (TOSA) 5-9
Use of Ad Hoc Committee 5-10
Protection from Further Involuntary Transfer 5-11
Return Rights 5-11
Involuntary Transferee Not Placed in a Permanent Assignment 5-11
Changes in School Attendance Boundaries, or Grade Level Reorganization Between More Than One Site 5-12
Opening/Reopening a New School 5-13
School Closure/Reconstitutions 5-14
Exchange Transfer 5-14

Article 6 Class Size 6-1
Class Size 6-1
Special Day Class Size and Caseload 6-4
Other Special Education Class Sizes / Assessment Limits 6-5
Student Support Personnel Caseloads and Working Conditions 6-6
Class Sizes / Caseload Overage Compensation 6-20
Class Size Balancing Period 6-21

Article 7 Work Year 7-1
Length 7-1

Article 8 Job Share Program 8-1
Job Sharing 8-1

Article 9 Hours 9-1
Site Time 9-1
Additional Duties 9-3
Evening 9-6
Equalized Workload 9-7
Faculty Meeting Agenda 9-8
Lunch period 9-8
Relief Periods 9-8
Preparation Period 9-8

Travel Time 9-11
"Block" or Alternative Scheduling 9-11
TK/K Instructional Schedule Adjustment Process 9-15
Compliant Schedule Exceptions 9-16
Site Schedule Vote Lists 9-17
Duties 9-17

Article 10 Safety 10-1
Unsafe or Hazardous Conditions 10-1
Reports 10-1
Priority of Repairs 10-2
Assaults 10-2
Discipline Policy 10-2
Administrative Support for a Safe Work Environment 10-2
Physical Control 10-3
Student Records 10-3
Specialized Health Care 10-3

Article 11 Evaluation 11-1
California Standards for the Teaching Profession 11-1
Rating Scale 11-1
Purposes 11-1
Frequency 11-2
Announcement of Evaluatees 11-2
General provisions 11-2
- Scope of Evaluation 11-2
- Final Conference 11-3
- Signatures 11-3
- Bargaining Unit Member Response 11-3
- Forms 11-3
- Judgments Not Grievable 11-3

Standard Evaluation 11-3
- Evaluator 11-3
- Required Evaluative Data 11-3
- Initial Evaluation and Resolution of Disagreements 11-4
- Observations 11-4
- Interim Conference and Interim Evaluation Form 11-4

Self-Evaluation Option 11-5
Special Provisions 11-6
- Special Timelines 11-6

Article 12 Teacher Induction and Support Program 12-1
TISP Mentors 12-1
Participation 12-3

Article 13 Peer Assistance and Review 13-1
Program Components 13-1

Peer Assistance and Review Panel 13-2
Coaches 13-3
Permanent Teacher Intervention 13-4
Permanent Teacher Due Process Rights 13-6
Miscellaneous Provisions 13-7
TOSA Eligibility Selection Panel 13-9

Article 14 Salaries 14-1
Salary Increases 14-1
Regulations 14-1
Work Years of Different Lengths 14-2
Payroll Period 14-2
Hourly Compensation 14-3
Advanced Degrees/Certifications 14-3
Other Stipends 14-4
Standards-Based Intervention Pay 14-4
Special Education Caseload Overage Special Compensation Pay 14-4

Article 15 Payment for Non-Teaching Duties 15-1
Activity Supervision 15-1
High School 15-1
Middle School 15-1
Elementary Schools 15-1
Outdoor Education Programs 15-2

Article 16 Employee Benefits 16-1
Dental and Vision Premium Payment Plan 16-1
Medical Benefits and Cash In-lieu 16-1
IRC Section 125 Plan: Flexible Spending Arrangement 16-2
New Bargaining Unit Members 16-2
Payroll Deduction Rights and Information 16-2
Leaves of Absence – Effect on Benefits 16-3
Duration of Benefits 16-4
COBRA 16-4

Article 17 Property Damage 17-1
Property Damage 17-1

Article 18 Travel 18-1
Reimbursement 18-1
Approval 18-1
Limitations 18-1
Emergencies 18-1

Article 19 Leaves of Absence 19-1
Types of Leaves 19-1
General Policies Governing Leaves of Absence 19-1

	Sick Leave	19-4
	Industrial Accident or Illness	19-6
	Bereavement	19-7
	Personal Necessity	19-7
	Jury Duty	19-9
	Court Appearance	19-9
	Military	19-9
	Sabbatical	19-9
	Association Business	19-13
	Association President/Second Officer Leaves	19-13
	Professional Conference Leave	19-14
	Improvement of Health	19-14
	Educational Improvement	19-15
	Opportunity	19-15
	Pregnancy and Maternity	19-15
	Parental Leave	19-15
	Political Leave	19-16
	General Leaves	19-16
	Pre-Retirement Leaves	19-17
	Layoff Leave	19-17
	Family Care Leave	19-17
	Catastrophic Sick Leave Bank	19-17
Article 20	**Special Education**	**20-1**
	Special Day Class	20-1
	Resource Specialist Service	20-1
	Other Special Education Programs	20-2
	Individual Education Program Scheduling	20-2
	Assistant Services to Special Education Teachers	20-2
	Extended Year Program	20-3
	504 Process	20-3
Article 21	**Teachers on Special Assignment**	**21-1**
	Definition	21-1
	TOSA Vacancies	21-1
	TOSA Selection Process	21-1
	Per Diem Pay Limitations for TOSAs/TISP Mentors	21-1
Article 22	**Retirement Plans & Retiree Health / Dental Benefits**	**22-1**
	Part-Time Employment Leading to Retirement (Willie Brown Program)	22-1
	Early Retirement Plans	22-2
	Early-Out Plan	22-2
	Limited Term Reductions	22-2
	Savings Clause	22-2
	Post-Retirement Contract for Service	22-3

Committee 22-3
Procedure 22-3
Implementation 22-3
Retiree Medical / Dental Benefits 22-6
Medical and Dental Benefits for a Spouse or Eligible Dependent 22-6
Retiree Medical and Dental Benefits Vesting Period 22-7
CalPERS Payment 22-7
Current Retirees (as of July 1, 2004) 22-7
Employees Who Retire On or BEFORE June 30, 2007 22-7
Employees Who Retire On or AFTER July 1, 2007 22-7
Flex Dollars for Retirees 22-8
Benefits for Retirees Who Retire After Age 63 22-9
Requirements / Conditions Imposed by Carriers 22-9

Article 23 Personnel Files 23-1
Inspection of Files 23-1
Placement of Materials in the Personnel File 23-1
Appropriate Locations 23-1
Negative or Derogatory Material Greater than Four (4) Years Old 23-2
Complaints 23-3

Article 24 Effects of Layoff 24-1
Definition 24-1
Offers of Reemployment 24-1
Seniority 24-1
Notification 24-1
Dental Care 24-1
Bargaining Rights 24-1
Layoff Leave 24-1
Retraining 24-1

Article 25 Professional Development Advisory Committee 25-1
Purpose of the Committee 25-1
Professional Development Advisory Committee Membership 25-1

Article 26 Summer School 26-1
Selection Process 26-1

Article 27 Discipline Short of Dismissal 27-1

Article 28 Faculty Advisory Council / Faculty Senate 28-1

Article 29 Academic Freedom 29-1

Article 30 Virtual Learning Program 30-1

Virtual Learning Program Overview 30-1
Work Day 30-1
Work Site 30-1
Daily Schedule for Horizons Bargaining Unit Members 30-2
Transfer Into Virtual Learning 30-6

Article 31 Adult Education 31-1

ARTICLE 1

Agreement - General Terms

1.1 Agreement

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

1.2 General Definitions

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

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

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

1.2.3 "Day" means a calendar day.

1.2.4 "Immediate family" means spouse, parent, sibling, child, child-in-law, sibling-in-law of the employee or the employee's spouse; grandchild of the employee or of the employee's spouse; grandparent of the employee or of the employee's spouse; parent’s sibling of the employee or of the employee's spouse; sibling’s child of the employee or of the employee's spouse; or any resident of the immediate household.

1.2.5 “Student day” means any one of the one hundred eighty (180) days of student instruction during a school year.

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

1.2.7 “Work year” means the required days of service during the school year under the terms of this Agreement based on a bargaining unit member’s job, title, and/or placement.

1.3 Recognition

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

1.3.2 The teachers' unit includes the following employees:

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

1.3.3.1 Audiologists
1.3.3.2 Classroom Teachers (Transitional Kindergarten-12)
1.3.3.3 Library Media Teachers
1.3.3.4 Nurses
1.3.3.5 Peer Coaches
1.3.3.6 Teacher Induction Support Program Mentors
1.3.3.7 Program Enrichment Personnel
1.3.3.8 Reading Specialists
1.3.3.9 Resource Specialists
1.3.3.10 Speech Therapists
1.3.3.11 Teachers in Special Education Programs
1.3.3.12 Teachers on Special Assignment
1.3.3.13 Traveling Teachers
1.3.3.14 Work Experience Education Staff
1.3.3.15 Home and Hospital Teachers
1.3.3.16 Counselors
1.3.3.17 Enrichment & Support Teachers
1.3.3.18 Intervention & Instructional Support Teachers
1.3.3.19 Coach/ Specialist Teachers
1.3.3.20 Full Inclusion Specialists
1.3.3.21 Assistive Technology Specialists
1.3.3.22 Augmentative and Alternative Communication Coach
1.3.3.23 Adaptive PE Teachers
1.3.3.24 Instrumental Music Teachers
1.3.3.25 Elementary General Music Teachers
1.3.3.26 EL Support Teachers
1.3.3.27 Teachers of Visually Impaired
1.3.3.28 Preschool Teachers
1.3.3.29 Dual Language Teachers
1.3.3.30 Workability Program Teachers
1.3.3.31 Orientation & Mobility Specialists
1.3.3.32 Unassigned educators/Involuntary Transferees Not Placed in a Permanent Assignment
1.3.3.33 Deaf & Hard of Hearing Teachers
1.3.3.34 Independent Study Teachers
1.3.3.35 Virtual Learning Program Teachers
1.3.3.36 Alternative Education Teachers
1.3.3.37 Adult Education Teachers in positions requiring a credential
1.3.3.38 Adult Education Coordinators

1.4 Coverage

1.4.1 This Agreement applies exclusively to all employees in the

teachers' unit.

1.5 Application

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

1.6 Savings Clause

1.6.1 If any provisions of this Agreement should be held invalid or outside the scope of bargaining by operation of law or by the final judgment of any court of competent jurisdiction, or by an unappealed decision of the Public Employee Relations Board, the remainder of this Agreement shall not be affected thereby.

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

1.7 Term

1.7.1 This Agreement shall remain in full force and effect through June 30, 2028.

1.8 Successor Negotiations

1.8.1 Successor Negotiation - The Association and the District shall present proposals for a Successor Agreement no later than November 1, 2027.

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

1.9.1 The District shall be responsible for the printing of the Agreement. The Association will distribute the Agreement to its bargaining unit members.

1.9.2 The District will distribute the Agreement to all administrators.

ARTICLE 2

ORGANIZATIONAL SECURITY / ASSOCIATION RIGHTS

2.1 New Bargaining Unit Member Information

2.1.1 a) The District shall provide the Association with information pertaining to newly hired employees in the bargaining unit within thirty (30) days of the hire date. The information will be provided to the Association electronically via a mutually agreeable secure File Transfer Protocol (FTP) site or service or its equivalent. This contact information shall include the following items:

1. Employee first and last name
2. Job title
3. Department and work location
4. *Home and Cell telephone numbers
5. *Personal email address
6. *Home address
7. Employee ID number
8. Hire date
9. **Full-time Equivalent (FTE) status
10. Employment Status (Probationary, Permanent, Temp, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or University Internship, etc.)
12. Work telephone number
13. Employee’s CalSTRS category: 2% @ 60 or 2% @ 62

*Pursuant to Government Code section 6254.3(c) or as otherwise provided by law, the District is not obligated to provide this information for employees who have submitted written requests prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address.

**For bargaining unit members in the Adult Education program, the District will indicate “full time” or “part time” instead of “FTE”.

This information shall be provided to the Association regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired on any particular month, the District shall send an email to the Association confirming it did not hire any new staff that month.

b) Periodic Update of Contact Information: The District shall provide

the Association with information pertaining to all employees in the bargaining unit on or about the last working day September, January, and May. The information will be provided to the Association electronically via a mutually agreeable secure (FTP) site or service or its equivalent. This contact information shall include the following items:

1. Employee first and last name
2. Job title
3. Department and work location
4. *Home and Cell telephone numbers
5. *Personal email address
6. *Home address
7. Employee ID number
8. Hire date
9. **Full-time Equivalent (FTE) status
10. Employment Status (Probationary, Permanent, Temp, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional internship Permit “PIP” or University Internship, etc.)
12. Work telephone number
13. Employee’s CalSTRS category: 2% @ 60 or 2% @ 62

*Pursuant to Government Code section 6254.3(c) or as otherwise provided by law, the District is not obligated to provide this information for employees who have submitted written requests prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address.

**For bargaining unit members in the Adult Education program, the District will indicate “full time” or “part time” instead of “FTE”.

2.2 New Bargaining Unit Member Orientation for Employees Starting After the Beginning of the School Year

2.2.1 The District shall inform new employees of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

2.2.2 The District shall notify the Association President, or designee, via email no fewer than ten (10) days in advance of when such orientation/onboarding meetings are scheduled with the new employees, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer’s operations that was not reasonably foreseeable.

2.2.3 New Employee Orientations: In the event the District conducts

orientations with new employees after the beginning of the school year, the Association shall have up to forty-five (45) minutes of exclusive presentation time during the orientation session. Administration shall not be present during Association time, unless the Association requests specific administrators remain present. The Association shall not be present other than during their forty-five (45) minute section, unless so requested by the District.

2.2.4 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA Staff to the Association portion of new bargaining unit member orientations/onboarding meetings, and will have access to existing district audio/visual equipment for Association presentations.

2.2.5 New Hire Information Packet: The District shall provide a physical copy or a link to a digital copy of the Association / District certificated Collective Bargaining Agreement (the Agreement) in the new employee orientation packet.

2.2.6 Section 2.2.1 through §2.2.5 shall apply to bargaining unit members hired for Adult Education program positions regardless of time of year.

2.3 New Bargaining Unit Member Orientation for Employees Starting Prior to the Beginning of the School Year

2.3.1 The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the beginning of the school year, except when no new bargaining unit members are commencing employment at the beginning of a given school year.

2.3.1.1 The Association and the District (the Parties) shall jointly plan the annual district New Staff Orientation day. The agenda for the New Staff Orientation day shall be structured to ensure the Association is provided forty-five (45) minutes of access to newly hired Association bargaining unit members in groups of thirty (30) or fewer. If there are more than thirty (30) newly hired Association bargaining unit members present at the New Teacher orientation day they will be separated in “break-out” groups for this section of the agenda, with no break-out group having more than thirty (30) people.

2.3.1.2 The Parties shall collaborate on how this access time will be scheduled to ensure that the Parties have an opportunity to deliver their respective orientation presentations within the time allocated for the annual New Staff Orientation day. During years when the District hires a large number of new teachers, such scheduling may require that two or more employee orientation

sessions on the same topic be scheduled during the same time period, to ensure all new hires attend all orientation day sessions offered during the District's annual New Staff Orientation day.

2.3.2 The District shall inform new employees of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

2.3.3 The Association President, or identified designee, shall be notified via email when the New Staff Orientation Day is scheduled. The Association President, or designee(s) shall be provided access to meaningfully communicate, in person, with new hires to the bargaining unit during the District's annual New Staff Orientation. This access shall comply with §2.3.1.1 and §2.3.1.2, above, and will provide the Association President and/or designees the opportunity to discuss the rights and obligations created by the Agreement and the role of the representative, and to answer new hire questions, per Government Code section 3555. (**District administration shall not be present during the Association's time, unless the Association requests specific administrator(s) remain present.)

2.3.4 The District shall provide written notice of the date, time and location of the District's annual New Staff Orientation day by email to the Association President and Vice President no later than ten (10) calendar days in advance of the District's annual New Staff Orientation Day. If, however, the District can demonstrate that an urgent need critical to the employer's operation that was not reasonably foreseeable impacted the District's ability to provide timely notice per §2.3.3, the Association shall be provided as much notice as possible.

2.3.5 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA Staff to the Association portion of New Staff Orientation Day held prior to the start of the school year and may request access to district audio/visual equipment for Association presentations.

2.3.6 Section 2.3 shall not apply to Adult Education Teachers or Adult Education Coordinators. New bargaining unit member orientation for Adult Education Teachers and Adult Education Coordinators shall be administered in accordance with §2.2 above.

2.4 Dues Deduction

2.4.1 The right of payroll deduction for payment of membership dues, initiation fees and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as

authorized by bargaining unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited.

2.4.2 Pursuant to valid dues deduction authorization as communicated by the Association to the District, the District shall deduct one-eleventh (1/11) of such dues from the regular salary check of the bargaining unit member each month for eleven (11) months. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payment by the end of the school year.

2.4.3 With respect to all sums deducted by the District pursuant to §2.4.1 and §2.4.2 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of bargaining unit members, including their names, addresses, work locations, employee number and amount deducted, for whom such deductions have been made.

2.5 Hold Harmless

2.5.1 The Association shall indemnify, defend, and hold harmless the District, against any court action and/or administrative action before the California Public Employment Relations Board challenging the legality of constitutionality of this Article, per Education Code section 45060 (e), (f).

2.5.2 The Parties shall negotiate in order to determine whether any such action or proceeding referred to in §2.5.1 shall or shall not be compromised, resisted, defended, tried or appealed in the event the defense and indemnity in §2.5.1 above is accepted.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 Grievance Definitions

3.1.1 The following definitions control the meaning of the terms as used in this procedure.

3.1.2 "Grievance" means a complaint of one or more bargaining unit members that they have been adversely affected by a violation, misapplication, or misinterpretation of this Agreement.

3.1.3 "Grievant" means the Association, bargaining unit member(s) filing the grievance.

3.1.4 "Immediate supervisor" means the person designated in the statement of Duties and Responsibilities of Certificated Personnel.

3.2 Grievance Form

3.2.1 A form for submitting a formal grievance shall be designated by mutual agreement of the Association and the District. The Grievance Form is included in Appendix E to this Agreement.

3.2.2 Grievance Forms shall be provided by the District and supplied to the Association.

3.2.3 It is the responsibility of the Association representative at each site to notify bargaining unit members of the location of the Grievance Forms.

3.3 Time Limits

3.3.1 Each person involved in a grievance shall act so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended. All time limits herein shall consist of work days except that when a grievance is submitted on or after May 1st, the time limits shall consist of calendar days. Failure at any step of this procedure to communicate the decision on a grievance within the specified limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The days are counted in a time period commencing with the day following the action.

3.4 Service

3.4.1 Decisions and appeals shall be served by personal service or by the District's mail or U.S. mail, or by email or other electronic communication. If served by the District's mail or U.S. mail, or by email or other electronic communication, two (2) days shall be added to the time in which the action must be taken and the decision or appeal shall

be deemed served at the end of the extended period. The Parties agree that applicable timelines commence on the day grievances or appeals delivered via email or other electronic communication are sent, provided receipt occurs during regular business hours of 8:00 A.M. and 4:30 P.M., and on district work days as defined in §1.2.6. If a grievance/appeal is delivered by email or other electronic communication, an original, signed hard copy shall be received within three (3) days (§1.2.6) following receipt of the email or other electronic communication.

3.5 Presentation

3.5.1 A bargaining unit member or their representative, or both, may present a grievance while on duty. No bargaining unit member shall suffer loss of compensation for time spent as a grievant, representative, or witness. On all grievances no more than four (4) representatives/witnesses may participate while on duty.

3.6 Representation

3.6.1 The grievant may be represented by the Association or any eligible representative of their own choosing, whether or not that representative is a bargaining unit member, at any formal step of this procedure prior to arbitration.

3.6.2 If the grievant is represented by other than the Association, no solution shall be implemented until the Association is given a statement in writing of the proposed solution and five (5) days in which to file a response.

3.6.3 An Association grievance may be filed at Step 2 when more than one school site is involved in the grievance and the remedy is unavailable from the site administrator.

3.7 Informal Discussion

3.7.1 The alleged violation shall be discussed informally with the immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of the Association present.

3.8 Formal Grievance - Step 1 (Immediate Supervisor)

3.8.1 If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) work days of the time the bargaining unit member might reasonably have been expected to know of the act or stated condition which is the basis of the bargaining unit member's complaint. If the immediate supervisor determines that the grievance concerns a matter beyond their authority, they shall refer the grievance to Step 2 within five (5) work days of receipt of the grievance.

3.8.2 A formal grievance shall be initiated in writing on the Grievance Form and shall be filed with the immediate supervisor. A copy of the form

shall be sent to the Association. To be accepted the form must include the provision(s) of the Agreement alleged to be violated, the circumstances of the grievance and the signature of the grievant(s).

3.8.3 Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give their decision in writing to the grievant and their representative. If the grievant is not represented by the Association, a copy shall be sent to the Association.

3.9 Formal Grievance - Step 2 (Superintendent)

3.9.1 If the grievant is not satisfied with the decision rendered pursuant to Step 1, they may appeal the decision in writing within ten (10) work days to the Superintendent.

3.9.2 The Superintendent or their designee shall investigate the grievance as fully as they deem necessary, and if deemed necessary by them shall provide for a conference with the grievant, who shall continue to have their right of representation. The Superintendent or their designee shall respond to the grievant within fifteen (15) work days of the receipt of the appeal. That response shall state the Superintendent's decision and their view of the facts and their conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Association, a copy shall be sent to the Association.

3.10 Formal Grievance - Step 3 (Arbitration)

3.10.1 The Association may submit the grievance to final and binding arbitration if either:

3.10.1.1 The grievant is not satisfied with the disposition of the grievance at Step 2, OR

3.10.1.2 No written decision has been rendered within fifteen (15) work days of receipt of the grievance by the Superintendent or designee. In either case, such submission by the Association must be made within fifteen (15) work days after receipt of the decision, in writing, of the Superintendent or designee.

3.10.1.3 The Association and the District shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) work days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the California State Mediation and Conciliation Service with a request that a list of arbitrators be submitted.

3.11 Expedited Arbitration

3.11.1 By mutual agreement the arbitration may be held under the expedited rules of the American Arbitration Association. Notice of

agreements reached under this option shall be submitted to the California State Mediation and Conciliation Service at the time that the arbitrator is requested.

3.12 Modification

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

3.13 Cost

3.13.1 The cost of the arbitrator shall be shared equally by the Parties.

3.14 Selection

3.14.1 Selection of the arbitrator shall be by alternate striking of names from the list. If the selected arbitrator is unable to serve within a reasonable time, the District and the Association shall request another list.

3.15 Time of Award

3.15.1 The award shall be rendered promptly by the arbitrator and unless otherwise agreed by the Parties, not later than thirty (30) days from the date of closing the hearings.

3.16 Recording the Hearing

3.16.1 At the request of either Party a recording of the hearing shall be made. The cost of the recording shall be borne by the Party requesting it. The recording shall be of such quality as to permit the preparation of an accurate record.

3.17 No Reprisals

3.17.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or Board against any grievant, member of the Association, or any other participant in the grievance procedure by reason of such participation.

ARTICLE 4

ASSIGNMENT/REASSIGNMENT

4.1 Assignment/Reassignment

4.1.1 An assignment is the grade level, subject area, or program area to which a bargaining unit member is scheduled for the subsequent year.

4.1.2 On or before February 15th of each year, the principal/program administrator shall have requested from each bargaining unit member at a school/program, their preference for assignment for the following year. The form or electronic form for this purpose shall be mutually developed by the District and the Association and added to the Agreement as Appendix R.

4.1.2.1 Per Education Code section 44930 (b), Permanent or Probationary teachers who do not notify the District of their intent to resign on or before June 30th are considered to be employed by the District for the subsequent school year, excluding layoffs or non-reelections.

4.1.3 By March 1st principals/program administrators shall notify bargaining unit members of their tentative assignment.

4.1.3.1 At the secondary level, tentative assignments for classroom teachers shall include the name(s) of the specific class(es) and/or course(s) (e.g., English 7, Algebra I), not a subject only (e.g., English, Math). Tentative assignments are subject to change based on timelines, evolving needs, and principal discretion.

4.1.3.2 For bargaining unit members who are assigned to multiple sites, tentative assignments shall include the names of all sites. Tentative assignments are subject to change based on timelines, evolving needs, and principal discretion.

4.1.4 If it is necessary for a bargaining unit member to be reassigned within a site or program, the bargaining unit member reassigned shall have an opportunity to return to their previous assignment as soon as possible.

4.1.5 Any bargaining unit member may request and shall receive the reasons for the tentative assignment. Any bargaining unit member dissatisfied with their tentative assignment may have a conference with the principal/program administrator and may be represented at the conference by an Association representative.

4.1.6 There may be circumstances which result in the District's moving

an SDC teacher from their current site after the first teacher work day. Although this does not constitute a transfer under the terms of this Agreement, if such a move occurs, a bargaining unit member shall receive, upon request, up to two (2) days free of responsibility for students prior to the assumption of the changed assignment and assistance in moving teaching supplies and materials, within the limitations of the District personnel and equipment.

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

4.1.7 When a bargaining unit member is required to move, or the District initiates the move, to a different classroom or workspace at the same site, they will be provided one (1) day free of responsibilities for students to facilitate moving supplies and materials. The District shall provide assistance within the limitation of the District personnel and equipment.

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

ARTICLE 5

TRANSFER

5.1. Glossary

5.1.1 Involuntary Transfer: A transfer initiated by management which results in the movement of a bargaining unit member from one school site to another or from one program to another.

5.1.2 Qualified: Possessing certification and/or competency through training or experience.

5.1.3 Program Need: An identified certificated position within the bargaining unit, other than an extra duty position, necessary to provide the instructional curriculum or other required programs established or revised by formal action of the Board of Education.

5.1.4 Vacancy: An unfilled position within the bargaining unit created by a known resignation, retirement, non-reelection, or a newly created position.

5.1.5 Voluntary Transfer: A transfer initiated by the bargaining unit member which results in the movement of the bargaining unit member from one school site to another or from one program to another.

5.2. Timeline of Events

(The following events are scheduled to facilitate subsequent year staffing as summarized below.)

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

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

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

February — Bargaining unit members on leaves of absence must submit their status update for the coming school year no later than February 15th.

Job Share applications and Willie Brown applications are due to Human Resources by February 15th.

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

Job Share applicants and Willie Brown applicants must be

	notified by February 28th if their application is being accepted for the coming school year.
March	Tentative assignments must be given to bargaining unit members by March 1st.
	Notification of involuntary transfers by March 1st.
	Preview of known vacancies for involuntary transfers (involuntary transfers shall have at least five days to review the vacancy list.)
	Involuntary transfers to attend meeting to choose a new position for the coming school year in order of district seniority.
April	By April 1st, each Office Manager and Association Representative will have received a posting packet. That packet will contain several copies of the first posting. The Association Representative's packet will also contain flyers to be placed in each bargaining unit member's box which will say, in large letters, that the voluntary transfer posting is available and a copy of it can be obtained from the Office Manager or the building Association Representative. The voluntary transfer posting will also be posted and copies of the voluntary transfer vacancies will be available in a conspicuous area.
	All Voluntary Transfer interviews and acceptance offers must be completed by April 15th, per §5.4.3 - §5.4.6.
April 10-15	Addendum posting (previous week if dates fall during Spring Break).
April 15	Deadline to submit Leave of Absence request for the coming school year.

Last contractual work day	Final date for filing Summer Voluntary Transfer Interest Form.
Fifteen work days before the first student day	Last date for involuntary transferees to be given an opportunity to return to vacancies at their original site.
Fifteen work days before the first student day	Last date for voluntary transferees to be considered if they filed a Summer Voluntary Transfer Interest Form

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

5.3 Establishment of Seniority

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

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

5.3.1.2 For employees first rendering paid probationary service on the same day, seniority shall be determined by last name using the Yearly Random Alphabet. For last names beginning with the same letter, alphabetical order according to the regular Latin alphabet, beginning at the second letter, will be used.

5.3.1.3 Employees whose first probationary service is retroactively determined (e.g., pursuant to Education Code Section 44918), shall be placed as least senior with others whose first probationary service is the same day.

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

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

5.4 Voluntary Transfer

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

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

5.4.2 Each posting shall indicate:

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

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

5.4.3 It is the responsibility of the bargaining unit member seeking a transfer to initiate with the principal, program administrator, or designee a request in writing for an interview for any of the unfilled positions in which they are interested. Any eligible bargaining unit member who

requests an interview shall be granted one. If the transfer applicant fails to request an interview within the time specified in the announcement, which shall be at least five (5) work days from the date of the announcement, they forfeit the right for consideration for the unfilled position. After April 15th, current employees are not guaranteed an interview.

5.4.4 All applicants for a position shall be notified in writing by the District within five (5) work days of the final decision. Those not selected shall be entitled to the reasons for denial within five (5) work days of a request for reasons.

5.4.5 The bargaining unit member may request a review of those reasons by the Executive Director, Human Resources, within three (3) work days of receipt of the statement of reasons. Thereafter, the Executive Director, Director, or Chief of Human Resources, shall convene a conference with the principal/program administrator and the bargaining unit member who may be represented at the conference by an Association representative.

5.4.6 A request for voluntary transfer may be withdrawn at any time prior to confirmation of the transfer.

5.4.7 Bargaining unit members will be considered for vacancies which occur after the final posting on April 15th provided they complete and file in the Human Resources Office a Summer Voluntary Transfer Interest Form no later than the last day of the contractual work year. Bargaining unit members shall identify special interest in subject area(s) and/or elementary grade span and school or site on the district provided form.

5.4.8 In addition, bargaining unit members filing the Summer Voluntary Transfer Interest Form must provide a phone number/email address between the last contractual work day and fifteen (15) working days prior to the first (1st) student day.

5.4.9 Bargaining unit members who have filed in accord with this section shall be notified by phone or email of appropriate vacancies.

5.5 General Procedures for Involuntary Transfer

5.5.1 Unless otherwise stated in §5.6 and §5.7, the following procedures shall be followed:

5.5.2 Involuntary transfers may be initiated for any of the following reasons:

5.5.2.1 School closure or program reduction, boundary change or grade level reorganization between more than one site.

5.5.2.2 Excess staff due to decline in enrollment.

5.5.2.3 Program needs of a school, or program.

5.5.2.4 Decline in special education students at a school site.

5.5.2.5 To avoid workplace disruption. Transfer for workplace disruption shall be for just cause.

5.5.2.5.1 Section 5.5.3, §5.5.4, §5.5.9, §5.5.11 and §5.5.12 do not apply to §5.5.2.5.

5.5.3 Selection for involuntary transfer shall be in reverse order of district seniority.

5.5.4 The only exceptions to reverse order of district seniority are as follows:

5.5.4.1 First-year probationary bargaining unit members who worked at least fifty percent (50%) of their first year shall not be considered for involuntary transfer for their second year, so that the second year of probationary service will not be in a new school. However, if the first-year probationary teacher is holding the position of a bargaining unit member who is returning to that position from a one-year leave, the first-year probationary teacher will be moved.

5.5.4.1.1 If circumstances arise which result in an involuntary transfer after the first teacher work day, a first-year probationary bargaining unit member may be involuntarily transferred if they have not yet had their first formal observation.

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

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

5.5.5 Prior to any general announcement, direct supervisors shall make every attempt to schedule and hold a discussion or meeting in private (or, upon the bargaining unit member’s request, with a union representative present) with bargaining unit members so identified to inform them that they are subject to involuntary transfer.

5.5.6 Once it is determined who will be transferred, the transferee(s) shall be given a written statement of the specific reason(s) for the transfer. For transfers effective with the following school year this notice shall be no later than March 1st.

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

5.5.8 There may be circumstances which result in an involuntary transfer after the first teacher work day. If a bargaining unit member is involuntarily transferred after the first teacher work day, they shall receive, upon request, up to two (2) days free of responsibility for students prior to the assumption of the new assignment and assistance in moving teaching supplies and materials, within the limitations of the

District personnel and equipment.

5.5.8.1 Upon request, a bargaining unit member may forgo the two (2) days provided in §5.5.8 above, and instead utilize their own time to move teaching supplies and materials to the new site/program. In such a case, the bargaining unit member shall be compensated for up to two (2) days (up to eight (8) hours per day) spent in such activity at the "Certificated Hourly Rate" set forth in §14.5.1.1. The bargaining unit member shall be responsible for documenting their time and submitting such documentation to the Director, Human Resources/designee prior to receiving this hourly compensation.

5.5.9 With approval of the principal/program administrator, a bargaining unit member not subject to involuntary transfer may switch by mutual agreement with a bargaining unit member so designated.

5.5.10 In meeting program needs a bargaining unit member will be required to render only a service for which the bargaining unit member is qualified.

5.5.11 Prior to the distribution of the voluntary transfer posting and the addendum posting, the District shall first offer to an involuntary transferee any of the available opening(s) on the transfer posting for which they are qualified. Once an involuntary transferee accepts a position on either posting they may only accept another position through the voluntary transfer procedure.

5.5.12 If more than one involuntary transferee is qualified and interested in a specific assignment, the employee with the greatest district seniority shall be given the first opportunity to accept the assignment.

5.5.13 If a bargaining unit member covered by this section is transferred involuntarily or, pursuant to §5.5.9 upon request, they shall receive up to two (2) days free of responsibility for students prior to the assumption of the new assignment and assistance in moving teaching supplies and materials, within the limitation of the District personnel and equipment.

5.5.13.1 Upon request, a bargaining unit member may forgo the two (2) days provided in §5.5.13 above, and instead utilize their own time to move teaching supplies and materials to the new site. In such a case, the bargaining unit member shall be compensated for up to two (2) days (up to eight (8) hours per day) spent in such activity at the "Certificated Hourly Rate" set forth in §14.5.1.1. The bargaining unit member shall be responsible for documenting their time and submitting such documentation to the Executive Director, Human Resources/designee prior to receiving this hourly compensation.

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

5.5.14.1 If there is a TK vacancy at a site, before adding a bargaining unit member with a multiple subject credential, subject to involuntary transfer according to the terms of this article, to the involuntary transfer list, the District will assign that bargaining unit member to fill the TK vacancy if the bargaining unit member is willing to obtain the required Early Childhood Education credits at their own cost. The administrator making the assignment will notify the Association site representative at or around the time of making such an assignment. When they are assigned, the bargaining unit member shall be notified that this assignment requires the bargaining unit member to obtain ECE units at their own expense and/or meet the District's equivalency requirement(s). They shall have two (2) work days to accept or reject the TK position. If the bargaining unit member is not willing to obtain the required ECE units, the bargaining unit member shall select an available position through the involuntary transfer process. If the State does not allow emergency permits for TK educators, the bargaining unit member must complete the required ECE units by June 30th of the current school year, prior to being assigned to the TK classroom. If the State issues emergency permits for teachers assigned to TK, the teacher must complete the required ECE units within twelve (12) months of the assignment to the TK classroom. If the bargaining unit member does not obtain the required ECE units, the bargaining unit member shall select an available position through the involuntary transfer process, prior to the first contractual work day of the following school year.

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

5.5.16 Involuntary Transfer Meetings(s) will be scheduled in such a way as to allow one (1) hour of meeting time for each ten (10) transferees. If there are more than twenty (20) transferees, a second meeting will be scheduled. If there are more than thirty (30) transferees, a third meeting will be scheduled. Each involuntary transferee will only be required to attend one (1) meeting based on their position on the list. If Involuntary Transfer Meeting(s) happen during the school day, a

substitute shall be provided by the District, if sub coverage is necessary. If Involuntary Transfer Meeting(s) happen after site time, bargaining unit members shall be paid at the certificated hourly rate for the entirety of the time they spend at the meeting.

5.5.17 Once an involuntary transferee accepts a position, the grade level assignment or course assignments shall not be changed, without consent of the transferee for a period of at least one school year. The position will remain the same absent of extraordinary circumstances, such as changes in enrollment.

5.5.19 No bargaining unit member will have the option to “pass” on choosing a new assignment. If there is a position on the list for which they are qualified, each transferee must either select a position, apply for an unpaid Opportunity Leave, or resign their position.

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

5.5.20.1 accept the position

5.5.20.2 receive, upon request, an unpaid Opportunity Leave for one year; or

5.5.20.3 resign their position with the District.

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

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

5.5.23 No bargaining unit member shall be involuntarily transferred into a regular classroom teaching (non-prep) 6th, 7th, or 8th grade position at the Holbrook Language Academy.

5.5.24 Any bargaining unit member who is involuntarily transferred shall be given site administrator approval to take with them all moveable items obtained through individual crowdfunding (e.g., Donors Choose).

5.5.24.1 Section 5.5.24 shall not apply when a bargaining unit member is involuntarily transferred from a Title I site to a non-Title I site.

5.5.24.2 Section 5.5.24 shall not apply when a bargaining unit member is voluntarily transferring.

5.6 Involuntary Transfer of Staff Members Assigned to a Program

5.6.1 For purposes of this section programs are as follows:

Nurses
ELD Support Teachers
Elementary General Music Teachers
Library Media Teachers
Language, Speech, & Hearing (Audiology) Specialists
Reading Specialists
Resource Specialists (RSP)
Special Day Class teachers (SDC)
Elementary and Middle School Counselors
Enrichment and Support Teachers

5.6.2 For purposes of this section transfer is defined as placement in another program, including general education. A change in assignment within the program is not considered a transfer.

5.6.3 Any staffing changes affecting these programs will be accomplished so as to minimize the program disruption.

5.6.4 If a bargaining unit member covered by this section is transferred involuntarily or has their assignment within the program changed involuntarily, upon request, they shall receive assistance in moving professional supplies and materials within the limitations of District personnel and equipment, and they shall receive up to two (2) days free of responsibility for students prior to the assumption of the new assignment or may receive pay per §5.5.13.1.

5.7 Transfer Procedures for Teachers on Special Assignment (TOSA)

5.7.1 TOSAs receiving an involuntary transfer will have return rights to a position for which the individual is qualified.

5.7.2 TOSA staff assigned to a program may not be involuntarily transferred to a TOSA position within another program.

5.7.3 No teacher will be involuntarily transferred to a TOSA position.

5.7.4 TOSA positions are exempt from being selected as a position by an involuntary transferee during the process outlined in §5.5.11. However, involuntary transferees may apply for an open TOSA position through the voluntary transfer process.

5.8 Use of Ad Hoc Committee

5.8.1 A bargaining unit member who has been designated for involuntary transfer per §5.5.4.2 (i.e., other than reverse order of seniority), may ask that an ad hoc committee be formed to review their involuntary transfer. The process shall be as follows:

5.8.1.1 The bargaining unit member must submit their written request

for review no later than five (5) working days after the notification of transfer, unless circumstances prevent it.

5.8.1.2 The principal/program administrator shall appoint two (2) committee members but may not include the principal/program administrator themself.

5.8.1.3 The bargaining unit member shall appoint two (2) committee members who must be from the same faculty or program but may not include the bargaining unit member themself.

5.8.1.4 All four (4) appointments shall be made within five (5) work days of the request.

5.8.1.5 The fifth committee member shall be mutually agreed upon by the four (4) other team members.

5.8.1.6 If agreement on the fifth member cannot be reached within seven (7) work days after the committee is called for, each of the four (4) members will nominate a person as the fifth member. Each of the four (4) members will rank the four (4) nominees from four (4) (highest) to one (1). The nominee with the highest total ranking will be selected. Ties will be broken by lot.

5.8.1.7 The committee shall meet within three (3) work days of its final formation to review the principal's/program administrator's selection(s) for involuntary transfer.

5.8.1.8 A recommendation concerning the school's involuntary transfer(s) and/or the designation of alternative selection(s) shall be made by the committee no later than five (5) work days after its first meeting.

5.8.1.9 The time in which to initiate a formal grievance shall run from the date of presentation of the ad hoc committee's recommendations.

5.8.1.10 In order to maximize their options the bargaining unit member should simultaneously pursue their rights in §5.5.11 and §5.5.12. This is done without prejudice to the work of the ad hoc committee.

5.9 Protection from Further Involuntary Transfer

5.9.1 Unless otherwise stated, an involuntary transferee shall not be subject to further involuntary transfer for the three (3) school years following the transfer.

5.9.2 A transferee shall not be provided this protection if there is not a position available at their school for which they are qualified or legally authorized to serve.

5.9.3 If a bargaining unit member designated for transfer switches with

another bargaining unit member, per §5.15.1, the newly identified involuntary transferee shall have the established transfer protection right. The original designee shall not have transfer protection rights.

5.10 Return Rights

5.10.1 If a vacancy occurs at the school from which the bargaining unit member was designated for involuntary transfer, prior to fifteen (15) working days before the first student day, the bargaining unit member shall be given the first priority to return to the school.

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

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

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

5.10.2 Any bargaining unit member who is involuntarily transferred shall have first priority, for the next school year only, to return to the school from which they were transferred. This return shall be in accordance with §5.10.1.2.

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

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

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

5.11 Involuntary Transferee Not Placed in a Permanent Assignment

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

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

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

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

accordance with §5.10.1.2.

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

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

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

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

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

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

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

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

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

5.12.1.7 When only one bargaining unit member from a school losing students is credentialed and interested in a position, the bargaining unit member will be assigned to the position.

5.12.1.8 When there are more bargaining unit members from one site who are interested in positions than there are positions generated by the number of students from that site, the principal shall interview and select from those bargaining unit members.

5.12.1.9 When there are two or more bargaining unit members from different sites who are interested in a position, the principal shall interview and select from those bargaining unit members.

5.12.1.10 All applicants for positions shall be notified in writing by the District within five (5) work days of the final decision. Those not selected shall be entitled to reasons for the denial.

5.12.1.11 The bargaining unit member may request a review of those reasons by the Chief of Human Resources, within three (3) work days of receipt of the statement of reasons. Thereafter, the Chief of Human Resources or designee, shall convene a conference with the principal/program administrator and the bargaining unit member who may be represented at the conference by an Association representative.

5.12.1.12 All positions and/or bargaining unit members affected by changed attendance boundaries or grade level reorganization between more than one site which have not been assigned by March 1st shall be subject to the procedures for voluntary and involuntary transfer as contained in this Agreement.

5.13 Opening/Reopening a New School

5.13.1 When a new school is to be opened or reopened, the procedures outlined in §5.12 will be followed. In addition, the following procedures will apply for the opening/reopening of a new school:

5.13.2 The principal shall place on file in the Human Resources Office the proposed organizational plan of the school.

5.13.3 Announcement of all known positions shall be posted in each school no less than ten (10) work days. Interviews for posted positions may commence from the initial posting date.

5.13.4 Priority consideration shall be given existing bargaining unit members within the District who request placement in the new school.

5.14 School Closure/Reconstitutions

5.14.1 When school site(s) are closed or reconstituted, all bargaining unit members, excluding program staff, per §5.6, assigned at the site(s) shall be granted involuntary transfer status. Affected staff shall choose from available positions throughout the District during the involuntary transfer window in order of their district seniority, provided they are qualified and credentialed to teach within a given school's academic structure. (Example: A middle school teacher with a single subject credential may not be appropriately credentialed to teach at a middle school site where a CORE academic structure is in place.)

5.14.1.1 When a decision is made to close school site(s), affected bargaining unit members will receive notification within fifteen (15) working days of the Board's decision and the following procedures shall apply:

5.14.1.2 Bargaining unit members affected by school closure(s) shall receive written notification of their involuntary transfer status no later than March 1st of the final year the school will be open.

5.14.1.3 No bargaining unit member at the school site(s) receiving transferred students will be transferred to accommodate bargaining unit members from school site(s) being closed.

5.14.1.4 Seniority ties between teachers from closed site(s) who are interested in the same vacancy during the involuntary transfer window shall be broken by using the Yearly Random Alphabet and the process described in §5.3.1.2 above.

5.14.1.5 If the District is unable to place bargaining unit member(s) who have been involuntarily transferred due to school closures, the procedures outlined in §5.11 shall apply.

5.15 Exchange Transfer

5.15.1 In order for bargaining unit members to avail themselves of growth opportunities and motivational changes, exchange transfer opportunities will be made available. An "Exchange Transfer" is defined as a transfer which shall occur when two or more bargaining unit members of the bargaining unit and their respective principals agree in writing to an exchange of the bargaining unit members' respective positions of employment. Exchange Transfer agreements shall take place between May 15th and June 15th.

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

ARTICLE 6

CLASS SIZE

6.1 Class Size

6.1.1 Effective July 1, 2026, in assigning students to classes the following guidelines will be observed:

	Maximum Class Size
TK and K All Day-360 minutes	27
TK	32
District will follow state law regarding the adult to student ratio for TK.	
K	31
1-3	31
TK-3 Combination	30
4 and 5	34
4-5 Combination	31
6-12	37
English	33
Math	36
Physical Education	45
Elementary Physical Education	45
Secondary Choral Music	45
Secondary Instrumental Music	45
Continuation	28
6-8 at Holbrook Language Academy	33
9-12 Independent Study	25

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

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

6.1.2.2 4th and 5th grade SDC students who are mainstreamed for PE 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 PE period.

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

6.1.4 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.

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

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

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

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

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

6.1.7 A class size maximum may be exceeded with the annual consent of the majority of the bargaining unit members, during a meeting of the bargaining unit members of the grade level or department affected.

6.1.8 Choral and instrumental music maximum class sizes may be exceeded with the concurrence of the majority of the choral and instrumental music teachers at that school site.

6.1.9 Agreements made accord with §6.1.7 and §6.1.8 above, shall be in effect for the time stipulated, but in no case longer than the current academic year. Any such agreements shall be provided, upon request, in writing to the affected bargaining unit members and the site Association Representative.

6.1.10 The full-time assignment for Elementary General and Instrumental

Music Teachers shall be based on serving up to nine (9) classes per day on a regular school day and six (6) classes per day on early-out Wednesdays with a maximum of forty-two (42) classes per week. Staff may exercise flexibility in scheduling the classes to account for variations in the instructional day during the week, not to exceed the maximums stated above.

6.1.11 The full-time assignment for Elementary Library/Media Teachers shall be based serving up to nine (9) classes per day on a regular school day and six (6) classes per day on early-out Wednesdays with a maximum of forty-two (42) classes per week. Staff may exercise flexibility in scheduling the classes to account for variations in the instructional day during the week, not to exceed the maximums stated above.

6.1.12 In so far as practical, class sizes for Elementary Library Media and General Music teachers shall be limited to the established maximum class sizes for the grade level being served.

6.1.13 For bargaining unit members who are providing a combination of classes or class sessions and working with 9th – 12th grade Independent Study students, one (1) class or class section is equivalent to 0.2 FTE, which is equivalent to five (5) Independent Study students. Class sizes in classes utilizing workstations will be limited to the number of workstations, if that number is below the class size outlined above in this Article.

6.1.13.1 A 0.2 FTE equals either 240 minutes per week of instruction in a class or class section or five (5) Independent Study students.

6.1.14 Notwithstanding the maximum class size specified above, no class enrollment may exceed the number of workstations, by school site and lab classroom, per Appendix O which may be revised annually to reflect changes, upon request of either party.

6.1.15 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 bargaining unit member load. Secondary schools shall receive additional staffing based on the District integrated count formula.

6.1.16 When in the judgement of the bargaining unit member one (1) or more of the students in a class is displaying chronic behavior challenges, the principal shall confer with the bargaining 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.

6.1.17 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 bargaining unit members upon requests.

6.2 Special Day Class Size and Caseload

6.2.1 Teachers of Elementary and Secondary Mild/ Moderate Special Day Class classes shall be assigned a maximum of fifteen (15) students.

6.2.2 Teachers of Elementary Extensive Support Needs (Moderate/Severe) classes including low incidence classes and classes in special centers shall be assigned a maximum of nine (9) students. To provide greater flexibility, the maximum of nine (9) may go to ten (10) through the mutual agreement of the teacher, the Association, 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 tenth (10th) student and if mitigation other than an instructional assistant is required, the mitigation must be mutually agreed upon between the teacher and the District.

If an instructional assistant is provided as the mitigation, the assistant shall remain with the class as long as the class size remains at ten (10).

6.2.3 Teachers of Secondary Extensive Support Needs Special Day Class classes, including low incidence classes, post-secondary, and classes in centers shall be assigned a maximum of eleven (11) students.

6.2.4 Teachers of Preschool Extensive Support Needs Special Day Class classes, including low incidence classes and classes in centers shall be assigned a maximum of ten (10) students.

6.2.5 Teachers of Preschool Mild to Moderate Support Needs Special Day

Class classes shall be assigned a maximum of twelve (12) students.

6.2.6 An Extensive Support Needs class is defined as a special day class with at least two-thirds (2/3) of its enrollment composed of students with the following disabilities: severe autism (autism classified as requiring substantial or very substantial support to address marked to severe deficits in verbal and non-verbal communication skills, and social impairments, along with markedly repetitive behaviors as identified on level 2 or 3 on the DSM-V criteria), blindness, deafness, severe orthopedic impairments, emotional disturbances, and intellectual disability.

6.2.7 Temporary Overage – one (1) additional student may be assigned provided that the caseload (# of students on the class register) is reduced to the maximum within twenty (20) school days.

6.2.8 Before an SDC student is integrated into a general education class, the principal and SDC teacher shall consult with the general education classroom teacher and take into account the current class size.

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

6.3 Other Special Education Class Sizes/Assessment Limits

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

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

6.3.2.1 The Preschool Assessment Center (PAC) is a separate service and a separate position, whose caseload maximum shall be thirty-five (35) per full-time FTE at any given time. The caseload of a Preschool Assessment Center Speech Language Pathologist shall be defined as the number of open assessments at a given time.

6.3.2.2 If the need for open assessments at the PAC exceeds thirty-five (35) per 1.0 FTE Speech Therapist, the District may request among Speech Therapists for a volunteer to conduct the extra assessments. If a Speech Therapist agrees to and completes an additional assessment, they shall be compensated at the rate for completing extra triennial assessments per §6.5.6.10.

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

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

6.3.5 The average caseload for Full Inclusion Facilitators shall be nine (9), with no individual facilitator having a caseload of more than eleven (11). This caseload

acknowledges individual student needs and differences as well as provides for travel time and preparation time.

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

Example: 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).

Example: 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).

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

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

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

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

6.4 Student Support Personnel Caseloads and Working Conditions

6.4.1 School Nurse Caseloads

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

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

6.4.1.1.2 No school shall have two (2) or more nurses assigned to split the school unless the school has

more than twenty-four hundred (2400) students.

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

6.4.1.1.2.1 A nurse's "per diem rate of pay" is 1/185 of a full 1.0 FTE salary at their current step and column placement. (For example, if a nurse is a 0.6 FTE, and is on Step 8 and Column IV, their salary is 60% of $72,443, or $43,460. Their "per diem rate of pay" is 1/185 of the full $72,443, or $391.53.)

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

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

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

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

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

6.4.3 School Nurse Emergency Coverage/Vacancy Provision

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

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

6.4.3.3 Part-time nurses who volunteer to accept a temporary increase in their percentage of employment shall be paid at per-diem when they provide coverage at a school to which they are not regularly assigned (excess coverage). Per-diem pay shall be pro-rated to reflect the portion of the required work day spent in providing excess coverage at a given school site. For example: A nurse on an eighty percent (80%) contract who volunteers to work an extra day, will be paid their per-diem rate for that extra work day. If they work only half of the extra work day, their pay shall be fifty percent (50%) of their per-diem rate.

6.4.4 Flex Time for Nurse Assigned to Gregory Gardens Assessment Center

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

6.4.5 School Nurse Liaison/Coordinator Release Time

6.4.5.1 Starting in 2017-18 the School Nurse Liaison/Coordinator position will have a separate job description and will be posted

for internal application only every two (2) years.

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

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

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

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

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

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

6.4.6 The Preschool Assessment Center (PAC) is a separate service and a separate position, that requires 0.85 FTE School Nurse.

6.4.7 There shall be a position called Extended School Year (ESY) Nurse.

6.4.7.1 This position shall have a two hundred and seven (207) day work year.

6.4.7.2 Article 6.4.2.1.3 regarding nurses volunteering to work up to ten (10) additional days at their per diem rate of pay applies to this position, except that the ESY Nurse will need to seek approval from the Chief of Special Education.

6.4.7.3 All Nurse caseload shall apply to the ESY Nurse position.

6.4.7.4. Caseload calculations will be based on the total of both the day eight (8) summer school enrollment and day eight (8) extended school year enrollment.

6.4.8 School Counselor Caseload/Site Assignment Limits

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

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

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

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

6.4.9 Initial Placement/Experience Credit for School Counselors

6.4.9.1 The District shall offer credit for the initial placement of school counselors for experience in private school, clinical settings and in the criminal justice system up to a total of fourteen (14) 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.

6.4.10 Lead School Counselors/Equity Counselors

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

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

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

6.4.10.4 The Lead School Counselor position will have a separate job description which will be posted every two (2) years for internal applicants only.

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

6.4.11 Standard Work Year for School Counselors

6.4.11.1 The Standard Work Year (SWY) for school counselors shall be one hundred ninety-fine (195) work days. The SWY shall include the five (5) work days immediately prior to the first required teacher work day for returning teachers, and five (5) work days to be performed immediately following the last student day of the school year.

6.4.11.2 Through agreement between the counselor and their immediate supervisor, the SWY may be modified to accommodate the counselor's attendance on student walk-through day(s), or other agreed upon activities scheduled

prior to the beginning of the teacher work year, or after the student instructional year concludes.

6.4.11.3 Any additional modification(s) of the one hundred ninety-five (195) day SWY shall be reached through agreement between individual counselors and the principal, Counseling Program Administrator or designee.

6.4.11.4 If no agreement on modifications to the Standard one hundred ninety-five (195) day counselor work year can be reached between individual counselors and the principal, Counseling Program Administrator, or designee, then the counselor will work the one hundred ninety-five (195) day SWY described in §6.4.11.1.

6.4.11.5 Additional work year modifications(s) may be agreed upon by individual counselors and the principal, Counseling Program Administrator or designee, to address emergency situations, or when schedule flexibility is required due to periods of increased workload or other issues specific to that school site.

6.4.11.6 In no case shall a full-time counselor work less than the required one hundred ninety-fine (195) day counselor work year, nor shall they be directed to modify the one hundred ninety-five (195) SWY for counselors if no agreement on such modification(s) can be reached between the individual counselor and the principal, Counseling Program Administrator, or designee.

6.4.11.7 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.).

6.4.11.8 Professional development offered to counselors on the three (3) District-wide non-student days during the teacher work year shall be consistent with the goal of continuous improvement of the school counseling program.

6.4.11.9 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.

6.4.11.10 Counselors shall have complete discretion over the use of their time on the one (1) District-wide staff preparation day,

prior to the first student day, per §7.1.6.

6.4.12 Workday Flexibility for School Counselors

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

6.4.12.1.1 Two (2) or more of the ten (10) additional work days required of school counselors beyond the one hundred eighty-five (185) day teacher work year, may be performed in full, or partial-day increments over the course of the year.

6.4.12.1.2 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 work days.

6.4.12.1.3 Through agreement with their site administrator, counselors may attend up to two (2) evening events in lieu of Back-to-School or Open House, to fulfill the evening events requirement, per §9.3.1. The “substitute evening events” may be assigned without any additional compensation.

6.4.12.1.4 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.

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

6.4.12.1.6 Flex time shall only be approved when the

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

6.4.13 Lead Speech Language Pathologist/Extended School Year Positions

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

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

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

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

6.4.13.2.2 Serve as a liaison between District SLPs and Administration.

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

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

6.4.14 207-Day Extended School Year Speech Pathologists

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

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

6.4.14.1.2 Should the District be unable to fill the two hundred seven (207) day extended year positions, additional Speech Pathologists may

be hired on an hourly basis and compensated at the Summer School Hourly Rate, per §14.5.2.1.

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

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

6.4.15 Intervention and Instructional Support Teachers (IIST)

6.4.15.1 Intervention and Instructional Support Teachers (IIST) shall have a maximum caseload of fifty-six (56). Caseload shall be defined as the students who are actively receiving intervention services from the IIST.

6.4.15.2 IIST may volunteer to accept up to five (5) additional students on their caseload, and shall receive overage pay per §6.5.4.

6.4.15.3 IIST shall have no more than eight (8) students in a session.

6.4.16 Enrichment & Support Teachers (E&S)

6.4.16.1 Enrichment & Support (E&S) Teachers' priority is providing contractual prep time to 4th and 5th grade teachers in the area of standards-based Science, Technology, Engineering, and Math (STEM). The District will notify E&S teachers of the academic focus for the year. They will do this by teaching STEM to 4th and 5th grade classes. Further, depending upon E&S Teachers' FTE assignment to a specific site, outlined in §6.4.16.4 below, they may also provide academic support to students in the ways outlined in §6.4.16.6 below.

6.4.16.2 E&S Teachers shall not be assigned as Teacher of Record for any group of students.

6.4.16.3 E&S positions are site-based positions. Site assignments shall not be changed except through an involuntary transfer process or if the number of 4th and 5th grade classes changes which results in adjustment in FTE to provide prep. Bargaining unit members may have multiple E&S positions in order to fulfill their FTE.

6.4.16.4 The following matrix will apply to the site assignment and workload of E&S Teachers:

Total Number of 4th and 5th Grade Sections Per Day (across sites)*	FTE	Total Number of Enrichment minutes (plus 5+5 for 10 min. total passing)	Total Number of Minutes available for other assignable duties or prep (across sites)*
1	.2	60	**285**
2	.2	120	**215**
3	.2	180	**145**
4	.2	240	**75**
5	.2	300	**5**

*If a bargaining unit member must travel from one site to another the thirty-five (35) minutes identified in §6.4.16.18.2 below shall be deducted from the totals in this table.

Early Out Day

Total Number of 4th and 5th Grade Sections Per Day (across sites)*	FTE	Total Number of Enrichment minutes (plus 5+5 for 10 min. total passing)	Total Number of Minutes available for other assignable duties or prep (across sites)*
1	.2	60	Any remaining time during the student school day
2	.2	120	
3	.2	180	
4	.2	240	

*If a bargaining unit member must travel from one site to another the thirty-five (35) minutes identified in §6.4.16.18.2 below shall be deducted from the totals in this table.

6.4.16.4.1 E&S Teachers will be provided five (5) minutes on each end of class for transition.

6.4.16.4.2 E&S Teachers are exempt from the language in §9.2.1.1. Instead, E&S Teachers shall collaborate with other E&S Teachers three (3) early out days per month. Other early out days shall be at the discretion of individual teachers and shall be used

for preparation/planning.

6.4.16.4.3 As their primary duty is instruction for 4th and 5th grade students, E&S Teachers shall receive the same number of prep minutes as 4th and 5th grade general education elementary classroom teachers, as outlined in Article 9.

6.4.16.5 E&S Teachers shall provide additional non-prep academic support to students in an assigned classroom/workspace or while the classroom teacher remains in the room and shall only provide academic support to students during their "assignable minutes." Academic support shall not require E&S Teacher preparation, copying, lesson planning, or grading. Providing academic support is not to be used as prep provision.

6.4.16.6 E&S Teachers may be assigned to perform the following supports during "assignable minutes" outlined in §6.4.16.4 above:

6.4.16.6.1 collaborate with other teachers

6.4.16.6.2 provide support to a classroom teacher

6.4.16.6.3 support students as assigned by the classroom teacher

6.4.16.6.4 co-teaching with the Teacher of Record

6.4.16.6.5 provide small group support

6.4.16.6.6 work 1-on-1 with students

6.4.16.6.7 provide support for students in an alternate location with materials provided by the classroom teacher

6.4.16.6.8 assist by working with students during, or giving, assessments

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

6.4.16.8 4th and 5th grade SDC students who are mainstreamed for Enrichment shall count toward the class size maximum. An aide from the SDC class, or the SDC teacher, shall accompany the mainstreamed students for the entire Enrichment period if that support is required per the child's IEP.

6.4.16.9 E&S Teachers' school site assignments shall be established by the first teacher work day of the school year. Once established this school sites schedule can be adjusted during the balancing period per §6.6. Should a change occur due to a change based on an involuntary transfer returning to their site (as allowed for in §6.4.16.19.), the schedule may be subject to change. This schedule shall include which sites they are assigned to on which days, which classes they will provide enrichment to and at what days and times.

6.4.16.10 E&S Teachers shall be required to attend only one site meeting each week, regardless of how many sites they are assigned to. They shall attend the site meetings at the site where they are assigned for meeting days. They may be assigned to attend a site meeting at another of their assigned sites with 48-hours' notice, and will be allowed to leave a site fifteen (15) minutes prior to dismissal, unless they are scheduled to deliver enrichment/prep immediately prior to dismissal, in which case, they shall be permitted to be late to the meeting. The District shall make every attempt to assign E&S Teachers to the site with the largest percentage of their FTE on that site's meeting day.

6.4.16.11 E&S Teachers shall, at every site where they are assigned, be provided either:

6.4.16.11.1 A classroom for their own use on days assigned to the site; or

6.4.16.11.2 A workspace for their own use that includes at least a teacher desk or work area, a locking filing cabinet, physical or network access to a printer, and adequate access to electrical outlets and internet (through either wired or wireless means).

6.4.16.12 E&S Teachers shall be provided a District laptop.

6.4.16.13 Class sizes for E&S Teachers shall conform to those for the grade level(s) with which they are working, as outlined in Article 6.

6.4.16.14 No E&S Teacher shall be required to exceed class size maximums for that grade level, with the following two exceptions:

6.4.16.14.1 working with a class where the general education teacher has agreed to an overage according to §6.5.2. In that case, the E&S Teacher shall receive the same overage compensation as general education teachers at the secondary level. This amount is listed in §6.5.5.

6.4.16.14.2 working with students when a substitute is unavailable and the students are distributed to other classrooms, increasing the class size for their 4th or 5th grade prep classroom that day. In that case, the E&S Teacher shall receive, for each instructional period they are over, one fifth (1/5) of the daily amount paid to the general education teachers according to §9.8.3.

6.4.16.15 The District shall provide Board approved grade level and subject level curriculum to all E&S Teachers for every section they teach.

6.4.16.16 The District shall provide E&S Teachers annual professional development in the teaching of 4th and 5th grade for the academic focus for the year.

6.4.16.17 No E&S Teacher shall be responsible for grading student work. E&S Teachers will provide class rosters to 4th and 5th grade teachers with feedback for report cards in the area of science or math each trimester.

6.4.16.18 E&S Teachers who must travel to more than one site in a day shall be provided the following:

6.4.16.18.1 Mileage reimbursement between the sites at the current IRS rate.

6.4.16.18.1.1 E&S Teachers shall submit their mileage reimbursement forms to the administration at any of their assigned sites.

6.4.16.18.2 A minimum of thirty-five (35) minutes to transition/ travel to the next site. This time includes the five (5) minutes on each end of the class (total ten (10) minutes) provided in §6.4.16.4.1 and excludes their prep time, their duty-free lunch, and

their duty-free relief periods.

6.4.16.19 Before or after the 18-day class size balancing period, if any other vacancy for which they are qualified occurs at any site, bargaining unit members who were involuntarily transferred, and who then chose an E&S position, shall have priority for return to the position of classroom teacher for their first year, according to district seniority.

6.4.16.20 Any bargaining unit member who was involuntarily transferred into, and is, an E&S Teacher, even if part of their E&S position included the site from which they were involuntarily transferred:

6.4.16.20.1 shall retain all the return rights outlined in §5.10, as though they had been transferred to another site.

6.4.16.20.2 shall choose, by three (3) work days before the Involuntary Transfer meeting, whether they will retain their same E&S position / sites at the current FTE, or will become an Involuntary Transfer.

6.4.16.21 Section 19.2.14, regarding emergency substituting, applies to all bargaining unit members, including E&S Teachers.

6.4.16.22 E&S Teachers shall only be evaluated during delivery of Enrichment lessons.

6.4.16.23 E&S Teachers shall only have one evaluator in any given cycle, and will only be evaluated at one school site per evaluation cycle.

6.4.16.24 The District shall limit E&S Teachers to a maximum of one supervision duty per day.

6.4.16.25 The District shall take every reasonable step to ensure that E&S Teachers are assigned to sites equitably, not equally, working to ensure that increased resources will go to students with increased needs.

6.5 Class Size/Caseload Overage Compensation

6.5.1 General Education teachers in grade 6-12 who volunteer may accept up to five (5) additional students (excess students) beyond current maximum class sizes, by level, per Article 6 - §6.1.1 and shall receive pay for each additional student for each day these additional student(s)

are enrolled in an affected teacher's class, whether or not the student(s) are present.

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

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

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

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

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

6.5.6.1 Elementary Special Day Classes with a class size limit of nine (9) –$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.

6.5.6.2 Elementary Special Day Classes with a class size limit of ten (10) – $75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.

6.5.6.3 Secondary Special Day Classes, or Full Inclusion Facilitators, with a class size/caseload limit of eleven (11) – $75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.

6.5.6.4 Preschool Special Day Classes with a class size limit of twelve (12) – $75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.

6.5.6.5 Elementary and Secondary Special Day Classes/Non-Severely Handicapped Classes with a class size limit of fifteen (15) – $50.51 (0.0947% of Step One, Column One) for a maximum of one (1) additional student.

6.5.6.6 Adaptive PE elementary with class size of eighteen (18) – $50.51 (0.0947%) of Step One, Column One) for a maximum of one (1) additional student.

6.5.6.7 Adaptive PE middle and high school with class size of twenty (20) – $50.51 (0.0947% of Step One, Column One) for a maximum of one (1) additional student.

6.5.6.8 Resource Specialists at elementary and secondary sites with caseloads of twenty-eight (28) - $50.51 (0.0947% of Step One, Column One) for a maximum of two (2) additional students.

6.5.6.9 Speech Pathologists at elementary and secondary sites with caseloads of fifty-five (55) – $25.28 for each time an additional student is seen beyond their contractual caseload (0.474% of Step One, Column One).

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

Teachers who accept additional student(s) on their caseloads, within the limits established above, shall receive one hundred ninety-two dollars ($192) per student per month, plus the agreed upon rates for additional duties, i.e., triennials IEPs seven hundred four dollars ($704), annual/other IEPs five hundred twelve dollars ($512) and special/30-day placement IEPs three hundred fifty-two dollars ($352).

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

6.6 Class Size Balancing Period

6.6.1 All of the foregoing class size and caseload maximums set forth in this Article shall apply and be enforceable after the first eighteen (18) student days. This eighteen (18) day delay in the Association or individual bargaining unit member filing a grievance for class size overages shall be in effect at the beginning of each school year, and at the beginning of each semester at the secondary level. The Parties agree that any Association or individual grievance(s) for overages which still exist on or after student day nineteen (19) shall be filed at Step 2. The District shall have fifteen (15) work days from the receipt of the grievance to respond.

ARTICLE 7

WORK YEAR

7.1 Length

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

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

7.1.1.2 For bargaining unit members new to the District, seven (7) additional required non-student days, five (5) of which shall be part of the required work year based on their step and class placement; however, the additional two (2) work days required of new bargaining unit members shall be paid at the bargaining unit member's per diem rate. Activities on the additional two (2) work days required of new bargaining unit members shall be at the District's discretion, except as provided in §2.3.

7.1.1.3 For all bargaining unit members new to the District who are assigned to a Title I site, one (1) additional day, which shall be on the weekday immediately preceding the first "unit member new to the District" work day in §7.1.1.2 above. This day shall be a District-wide professional development to be called the "MDUSD Title I Professional Development Academy." The District shall award a certificate of completion to all bargaining unit members upon completion of the "MDUSD Title I Professional Development Academy." Any returning bargaining unit member assigned to a Title I site may attend the "MDUSD Title I Professional Development Academy" once and receive their per diem rate for that day. Bargaining unit members required to attend the Academy shall be paid at their per diem rate for this work day. The specific content of the "MDUSD Title I Professional Development Academy" shall be at the District's discretion.

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

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

7.1.4 All work years referenced above shall reflect the requirements listed in §7.1.1 - §7.1.1.3, and shall be specified in the school calendars appearing in Appendix C.

7.1.5 Four (4) of the non-student days required of both returning and new bargaining unit members, regardless of the length of their respective

work years, shall be designated as staff development days, the use of which shall be at the District's discretion. The scheduling of these four (4) staff development days shall be subject to negotiations between Parties.

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

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

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

ARTICLE 8

JOB SHARE PROGRAM

8.1 Job Sharing

8.1.1 Job sharing is a plan whereby two (2) bargaining unit members share the full responsibilities for one (1) identifiable full-time position.

8.1.2 Bargaining unit members selected for participation in the program shall resign their full-time position and shall be rehired as part-time bargaining unit members at the agreed upon percentage level. This action shall not constitute a break in service but shall effect a reduction of permanent status to the part-time positions for the term of the job share arrangement.

8.1.3 Revision or termination of the program will not modify the status of personnel who entered the program prior to the effective date of such revision or termination.

8.1.4 The purchase of medical benefits for job share partners shall be in accordance with the rules and regulations of the California Public Employees' Retirement System (CalPERS).

8.1.4.1 The purchase of dental and vision benefits for job share partners shall be in accordance with the rules and regulations of Schools Self Insurance of Contra Costa County.

8.1.5 Job share teams shall be comprised of permanent employees with two exceptions:

a. Retired teachers when such arrangements are not complicated by rehire rules following layoff; and

b. There may be situations where, due to the illness or injury of one, or both parties to a job share team, temporary employee(s) may be hired to complete a given school year. When such situations occur, the term of employment for the temporary employee(s) shall not exceed the remainder of the school year when such illness or injury occurs. If a job share partner will be absent for the extended period (more than one (1) school year) due to illness or injury, the job share arrangement shall be deemed terminated. The remaining partner shall have the option of taking the position formerly shared full-time, requesting a leave for the following school year or seeking a new partner. The new partnership shall be considered a new job share and the participants shall follow the procedures and timelines outlined in §8.1.6, §8.1.16 and §8.1.17, or in §8.1.11, if an extended absence due to illness or injury occurs outside the normal timeline for job share formations.

8.1.6 Mutual agreement between the two (2) bargaining unit members, the immediate supervisor, and the Chief and/or Director of Human Resources is required before the plan can be implemented. In the

event the District withholds agreement, the reasons for such rejection shall be put in writing and furnished to the two bargaining unit members.

8.1.7 Article 5, Transfer, shall not apply to any transfers required to implement this provision.

8.1.8 Salaries of participants will be paid on a basis which is proportional to full-time service with shares to be determined by participating bargaining unit members.

8.1.9 Evaluation of participants shall be as prescribed by Article 11.

8.1.10 A job-sharing situation can be terminated by the District if there is just cause for such termination. In determining such cause, a finding adverse to the bargaining unit member is not required, but only a substantial showing that the termination is in the best educational interest of the District. The job-sharing participants affected shall be given a written statement of the reasons for the termination. If either or both participants are dissatisfied with the reasons, they may file a grievance at Step 2 within ten (10) work days of receipt of the statement of reasons. Upon termination of the job-sharing arrangement by the District, including terminations effected by layoff, the job-sharing participants affected shall revert to the full or part-time status held prior to such job-sharing. Should this termination of the job-sharing result in a bargaining unit member going from a non-benefited position to a benefited position, the bargaining unit member must contact the District Benefits Specialist in order to enroll for medical, dental and vision benefits.

8.1.11 With District approval a bargaining unit member may withdraw from job-sharing and be reinstated to their former full or part-time permanent status, if so qualified. In determining placement of the bargaining unit member or bargaining unit members giving up job-sharing, the most senior shall have preference for the job formerly shared. The remaining partner shall not lose their priority as an ongoing job share and is exempt from §8.1.16 and §8.1.17. If the job share termination falls within the District transfer timeline, the less senior partner shall, at their discretion, become an involuntary transfer at the same percentage of employment held prior to the job share, or may seek a new job share partner for the remaining term of the approved job share. If the termination occurs outside the District transfer timeline, the remaining partner may seek a new job share partner for the remainder of the term of the approved job share, provided a new partner is located at least fifteen (15) working days prior to the beginning of the subsequent school year. If a new partner cannot be found, the less senior partner shall be assigned to a vacancy, be granted a leave of absence for the following school year, if requested, or shall be assigned as a day-to-day sub, as per §5.11.

If partners in a dissolving job share have the same seniority date, seniority shall be determined by lottery.

8.1.12 If one of the participants in a job share retires, leaves employment with or is separated from employment with the District or dies, the remaining partner may accept the position full time or go through the process for forming a new job share partnership for the remainder of the term of the approved job share, as outlined in §8.1.11. In the case of retirement or death, the remaining partner does not lose their priority as an ongoing job share and is exempt from §8.1.16 and §8.1.17.

8.1.13 In January, the Human Resource Office will send out a survey to principals to determine which job share partnerships will continue the following year.

8.1.14 In January, the Chief and/or Director, Human Resources will hold an informational meeting to review Article 8. The potential impact of layoff will be reviewed at the meeting.

8.1.15 From February 1st through February 15th, the Human Resources Office will accept plans for new job share participants. These plans must be completed in accordance with the procedures outlined in §8.1.6.

8.1.16 By February 22nd, if needed, the Chief and/or Director, Human Resources and the Association President will create by lottery a numerical order for implementation of new job share partnerships up to the maximum number stipulated in §8.1.20.

8.1.17 Similar to transfers, job share assignments must be made no later than fifteen (15) working days before the first student day.

8.1.18 No certificated position within the bargaining unit shall be unreasonably excluded from the job-sharing program.

8.1.19 An individual may remain in a job share for no longer than five (5) consecutive years. Year one for each individual in a job share will be the first year in which an approved job share is implemented.

After five (5) consecutive years an individual or job share partners would need to reapply in accordance with §8.1.6, §8.1.16, and §8.1.17.

8.1.19.1 The exception to §8.1.19 is a job share team where one or both of the partners are participating in the Willie Brown program. Partners shall be limited to the term of the Willie Brown. If a non-Willie Brown partner leaves the job share, the new partner will be limited to the term remaining on the original Willie Brown partner.

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

partnerships in a recognized statewide shortage area may be increased beyond three (3).

8.1.21 Job share arrangements which include a schedule or plan by which one or more of the partners will work in the fall and spring intervention program shall not count towards the established cap or the term limit established in §8.1.20.

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

8.1.21.2 All other relevant sections of this Article apply.

ARTICLE 9

HOURS

9.1 Site Time

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

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

420 Minutes - 6-8

435 Minutes - 9-12

9.1.1.1 6th-8th grade teacher's site times at Holbrook Language Academy will be four hundred twenty (420) minutes per day.

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

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

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

9.1.3.1 extend the lunch period for a time greater than thirty (30) minutes. In the event that the lunch period is extended beyond the time provided for in this Agreement, such lunch period shall be duty free and uninterrupted except in instances of "rainy day session," "extreme weather condition", "smoke days", or Superintendent or designee declared emergencies; however, at least thirty (30) minutes of the lunch period shall be duty free and uninterrupted. Any extension of the minimum 30-minute duty-free lunch, at all levels, shall extend the required site time, by level, by the same number of minutes added to the minimum 30-minute duty free lunch period at that school site.

9.1.3.1.1 Each school site administrator shall meet and confer with the site leadership team, before submitting the school site safety plan, to develop a set of guidelines to ensure a minimum 30-minute lunch and the safety of the

students in the event of “rainy day session”, extreme weather condition, “smoke days”, or Superintendent or designee declared emergencies.

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

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

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

9.1.4 No such adjustment(s) shall reduce site time and may in fact increase site time. The intent of this section is to provide flexibility in accord with the needs of a school or program. In §9.1.3.1, §9.1.3.2, §9.1.3.3 and §9.1.3.4 above, determination must be made by May 15th 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 Association and District negotiating teams believe that modification of existing K-3 SLIP programs would be most effective if achieved by consensus of affected staff and principals. This statement of belief is not a grievable matter.

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

9.1.8 A kindergarten teacher shall not be required to teach in the reading recovery program as a condition of being a kindergarten teacher.

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

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

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

9.1.10 Efforts shall be made to create schedules where prep providers are provided five (5) minutes between classes for transition.

9.1.11 Excluding “rainy day session”, “extreme weather condition”, “smoke days”, or Superintendent or designee declared emergencies, efforts shall be made to provide bargaining unit members exclusive use of their classroom/workspace during lunch, prep periods, and site time before and after the student instructional day.

9.2 Additional Duties

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

9.2.1.1 Site meetings

9.2.1.1.1 Elementary sites

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

minutes in total length.

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

9.2.1.1.2 Secondary sites

- Four (4) monthly meetings per month.
- The agenda for two (2) of these monthly meetings shall be at the discretion of the site principal.
- At secondary sites with early out schedules, each of the two (2) principal discretion staff meetings shall not exceed ninety (90) minutes in total length.
- At secondary sites with non-early-out day schedules, each of the two (2) monthly principal discretion staff meetings shall not exceed required site time by more than ninety (90) minutes.
- The agenda for one (1) of the four (4) monthly meetings is for individual teacher planning/preparation and shall not exceed sixty (60) minutes in total length.
- The agenda for one (1) of the four (4) monthly meetings is for teacher collaboration which shall not exceed sixty (60) minutes in total length and which may be used for department, PLC, or other department activities, as determined by the teachers in that department or subject-alike area. Principals may collaborate with teachers by department or program regarding the agenda on the one (1) monthly teacher collaboration day but may not impose an agenda.
- Once an agenda has been determined, teachers will make informal notes on the agenda indicating what was discussed and will forward these notes to the

principal upon request.

- During a WASC year, or during a time when a site is undergoing a reorganization, normally scheduled staff meetings may be repurposed to address concerns specific to that school site during that academic year, within the following limitations:
    - To comply with site time and instructional minutes requirements, some high school sites have adopted schedules which exceed contractual site time. To mitigate the impact of working longer than required site time, staff at affected schools shall be allowed to leave with the students on one (1) teacher discretionary day per month. This monthly early release teacher discretionary day may not be repurposed by the principal.
    - 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 Caregiver-Teacher Conferences

9.2.1.2. 6th-8th grade teachers at Holbrook Language Academy will follow the Elementary Caregiver-Teacher Conference schedule. 6th-8th grade teachers at Holbrook may, but will not be required to, hold more than thirty-three (33) Caregiver-Teacher Conferences during the Conference time period.

9.2.1.3 IEP

9.2.1.4 SST

9.2.1.5 Trainings

9.2.1.5.1 Bargaining unit members who are requested to attend trainings beyond their site time shall be paid at the Certificated Hourly Rate, and shall submit timesheets for this work, and shall round their time to the nearest quarter hour.

9.2.1.6 ELPAC Assessments

9.2.1.6.1 In the event bargaining unit members are required

or volunteer to give the ELPAC Assessment, they shall be given notice three (3) work days before being required to perform any assessments.

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

9.2.1.8 Supervision Duties

9.2.1.8.1 Beginning the 2020-21 school year, insofar as practical, supervision/duties at all elementary school sites shall be assigned equitably, so that bargaining unit members at one school site shall not be required to perform more supervision/duties assignments per week, than their colleagues assigned to other elementary school site(s). The standard for supervision/duties shall be no more than one hundred twenty (120) minutes total, in every two (2) week period, while school is in session, for bargaining unit members who spend a majority of the week at that site. The scheduling of these one hundred twenty (120) minutes of standard supervision/duties shall be at the discretion of the site administrator.

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

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

9.3 Evening

9.3.1 Bargaining unit members may be assigned the following, but no more than two (2) evening activities without additional compensation including, but not limited to:

Back-to-School, once per year

Open House, once per year

9.3.2 Bargaining unit members with multi-site 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. Any evening duty that occurs less than thirty (30) days into the work year shall be calendared and noticed by the second contractual work day of that year.

9.4 Equalized Workload

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

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

9.4.3 Comprehensive site general education secondary teachers shall not be directed to teach more than one class/course within a class period, with the exception of ELD/ALD classes. If a bargaining unit member volunteers to teach more than one class/course within a class period, it shall not result in a reduction of FTE for the site. Once a bargaining unit member agrees to teach more than one class/course within a class period, such assignment shall be irrevocable after the first contractual work day by the bargaining unit member for the school year. This section shall not apply to sections of credit recovery.

9.4.4 6th-8th grade teachers at Holbrook Language Academy shall not be required to have any duties associated with any state mandated standardized test and/or District required test beyond duties all other 6th-8th grade teachers at District schools have. This includes, but is not limited to, no duties to serve as test program facilitator/coordinator and no duties to translate mandated standardized tests and/or District required tests.

9.4.5 Report card requirements for 6th-8th grade teachers at Holbrook Language Academy shall be the same as report card requirements for other 6th-8th grade teachers at District schools. This includes letter grades and comments from a drop-down menu.

9.4.6 6th-8th grade teachers at Holbrook Language Academy shall be provided with Board approved (or District piloted) curriculum materials and teaching materials that have been fully translated, and are appropriate for the grade, subject and program as determined by the District.

9.4.7 Holbrook Language Academy will follow Education Code section 51223 in regards to the amount of PE time taught to students by its TK-8th grade teachers.

9.5 Faculty Meeting Agenda

9.5.1 An agenda for faculty meetings shall be provided to bargaining unit members at least two (2) work days before each scheduled meeting. Bargaining unit members will be permitted to place items on the

agenda of such a meeting.

9.6 Lunch Period

9.6.1 All bargaining 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 bargaining unit members in grades 1-3 shall be entitled to three (3) relief periods of at least ten (10) minutes each, per day, at least two (2) of which shall be duty free. Schools which do not have a slip schedule shall give two (2) such relief periods, one (1) of which shall be duty free. Upon a majority vote of the faculty and with consent of the principal, two (2) relief periods can be combined to create a longer relief.

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

9.7.3 For grades 6 through 8 at the Holbrook Language Academy, relief periods of at least ten (10) minutes or lunch shall be provided to assure that no bargaining unit member shall be required to work with children for more than two (2) hours consecutively.

9.8 Preparation Period

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

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

9.8.1.2 Secondary SDC teachers who are assigned to a departmentalized model in mild to moderate program shall have an additional daily period equal in length to a regular class period at their school site for testing / assessment / case-management / IEP purposes. At school sites on block

schedules these additional periods shall be equivalent to ten (10) traditional schedule instructional periods over a two (2) week period.

9.8.2 The principal shall, whenever possible, rotate the substituting on an equal basis among bargaining 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 bargaining unit member is required by the site administrator to cover a class, the bargaining unit member shall be offered the following:

9.8.2.1 A teacher shall receive pay when they cover a class. For a regular secondary period, they shall be paid thirty-six dollars ($36.00) per period. For a secondary block schedule period, they shall be paid seventy-two dollars ($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 rates shall increase by the same percentage increase applied to the salary schedule, if any.

9.8.3 If at a TK-5 site, or at all grade levels at Holbrook Language Academy, 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 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 evenly between two teachers when students are distributed to two (2) classrooms for up to three (3) hours per day
- $216 split evenly between two (2) teachers when students are distributed to two (2) classrooms for more than three (3) hours per day
- $50 per affected teacher if students are divided between more than two (2) classrooms for up to three (3) hours per day
- $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, general education students shall not be distributed to SDC classrooms, and vice versa.

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 §9.10.

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

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

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

9.8.5.3 Effective with the start of the 2000-01 school year, 4th and 5th grade general education elementary classroom teachers shall be entitled to an additional one hundred twenty (120) minutes of preparation time in every two (2) week period. This additional preparation time is to be scheduled during the student instructional day. This preparation time is intended to assist teachers who do not have a 20:1 class. Therefore, 3/4 grade combination classes do not receive this additional preparation time.

9.8.5.4 Efforts shall be made by the District to ensure that elementary teachers receive the same number of preps over

the course of successive school years as their colleagues at their site whose weekly or daily prep times were not reduced due to calendar-related impacts, insofar as practicable.

9.8.6 Bargaining unit members teaching 6th, 7th and 8th grade at Holbrook Language Academy will have one hundred fifty (150) minutes per week of prep time.

9.8.7 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 does not include those non-student minutes already set forth in §9.1.2.

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

9.9 Travel Time

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

9.9.1.1 In addition to the travel time above, bargaining unit members who travel between sites during the work day shall have a reasonable amount of time at each site, free of other duties, to be used for set up/opening and take down/closing.

9.9.2 The District shall provide reasonable travel time when bargaining unit members are asked to attend professional development or meetings any place other than their assigned worksite.

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 1st 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 the Association and the appropriate Director in School Support. The plan will be signed by the site principal and the site lead Association representative and will include dates when the affected staff members will vote. Signatures indicate that the plan being presented is

accurate.

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

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

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

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

Elementary TK-5	415 minutes
Middle Schools	420 minutes
High Schools	435 minutes

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

c. Bargaining 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 Agreement, by level

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

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

9.10.1.4.1 Any new schedule that is proposed or any current schedule that is non-compliant must receive an affirmative vote of two-thirds (2/3) of the

bargaining unit members participating in the vote in order to be adopted or renewed, respectively. Votes may be structured as follows:

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

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

9.10.1.4.2 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 at some high school sites, the site time would exceed four hundred thirty-five (435) minutes, constituting a non-compliant schedule, which may be a designated fallback schedule. In those cases, the schedule at those sites shall require less than fifteen (15) minutes after the end of the student instructional day so that site time is maintained for four hundred thirty-five (435) minutes.

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

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

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

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

9.10.1.4.4.3 Sites which already have a schedule in place with a start time that is thirty (30) minutes prior to regular classes

beginning shall continue with the current schedule until the site proposes a vote on a new schedule. Future schedule votes will require a fallback schedule that is compliant with §9.10.1.3 (a-f) above.

9.10.1.5 Any change in preparation periods must be included in the compliant schedule requirements as outlined in §9.10.1.3 (a-f) above. Furthermore, preparation period modifications shall provide for an equivalent to ten (10) traditional schedule instructional periods over a two (2) week period. If instructional periods must be shortened during the day, effort shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

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

9.10.1.7 The Parties strongly recommend that any school faculty which decides to engage in block scheduling or any other scheduling modifications participate in specific Staff Development activities to develop teaching strategies appropriate for the altered schedule.

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

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

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

9.10.1.11 In the event the proposed new schedule, which may or may not be compliant with site time, does not receive the required two-thirds (2/3) majority vote, the compliant fallback schedule will become the site's schedule for the following school year.

9.10.1.12 All site schedules listed as "Authorized Non-Compliant" shall be renewed at least once every two (2) years by a two-thirds (2/3) majority vote of the staff in an Association proctored election. The Association and the District School Support Office shall jointly publish by January 31st the list of schools requiring a schedule vote.

9.10.1.12.1 If a renewal vote is conducted or does not

meet the two-thirds (2/3) majority threshold in the vote, the fallback schedule will become the site's schedule for the next school year.

9.10.1.13 There will only be one (1) vote per year. That vote will take place on two (2) consecutive days and will be conducted in accordance with all sections of §9.10.1 above. Within two business days after the conclusion of the vote, the Association President or designee will notify the Superintendent or designee of the results of the vote.

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

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

9.11 TK/K Instructional Schedule Adjustment Process

9.11.1 Transitional Kindergarten and Kindergarten (TK/K) schedules reflecting the length of the student instructional day will be included in annual site schedule votes as a separate matter for vote by all classroom teachers at the site. However, TK/K schedules may also be adjusted after the start of the school year based on site and/or District needs as set forth below in §§9.11.2, 9.11.3, 9.11.4, and 9.11.5.

9.11.2 There may be circumstances which lead to an adopted instructional schedule for a TK/K class at a given school site being modified after the start of the school year. The Parties acknowledge that when dramatic increases/decreases in enrollment, natural or human-made disasters, or other unforeseen/unanticipated events occur which significantly alter the assumptions under which a given TK/K instruction schedule was adopted, modifications of that TK/K instructional schedule may be contemplated by the Parties.

9.11.3 During the Class Size Balancing Period, per §6.6, the Parties will meet and confer as to whether dramatic changes in enrollment assumptions warrant a change in TK/K instructional schedules at a given school site. If the Parties agree that unanticipated enrollment increases

warrant TK/K instructional schedule changes, the TK/K instructional schedule may be changed to an A.M./P.M. schedule only.

9.11.4 Should assumptions change outside of the Class Size Balancing Period, due to circumstances other than dramatic increases in enrollment, such as those listed in §9.11.2, the District will notify the Association of the circumstances(s) which they believe warrant TK/K instructional schedule modifications(s). The Parties will meet and confer as to whether a proposed TK/K instructional schedule modification is required, based on specific change(s) in assumptions the District presents and which they believe warrant TK/K instructional schedule modifications(s) at that school site.

9.11.5 In either of the two (2) scenarios stated above, if no agreement can be reached on whether a TK/K instructional schedule modification is warranted, any unilateral implementation of a TK/K instructional schedule change shall be subject to the Grievance Process, Article 3, up to and including binding arbitration.

9.12 Compliant Schedule Exceptions

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

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

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

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

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

9.13 Site Schedule Vote Lists

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

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

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

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

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

9.14 Duties

9.14.1 Bargaining unit members shall not be assigned to perform crossing guard or traffic control duties. Bargaining 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 §10.2 relating to safety.

ARTICLE 10

SAFETY

10.1 Unsafe or Hazardous Conditions

10.1.1 Bargaining unit members shall not be required to work under unsafe or hazardous conditions violating a final order of the California Division of Occupational Safety and Health (Cal/OSHA) or to perform tasks which endanger their health or safety.

10.2 Reports

10.2.1 Each bargaining unit member may report, in writing, (on the "Request for Response - Adverse Working Conditions" form - Appendix G), any adverse conditions in their working environment, including matters related to classroom temperature. The bargaining unit member shall file the report simultaneously with the following persons:

Immediate Supervisor/Principal
Chief, Educational Services
Chief Business Officer
Association President
Association Vice President

10.2.2 Such report shall be filed within ten (10) working days of the time the bargaining unit member might reasonably have been expected to know of the adverse working condition which is the basis of the bargaining unit member's complaint. The bargaining unit member shall receive a written District response within ten (10) work days stating what action will be taken to correct the situation or, if no action is to be taken, the reasons why. If the unsafe conditions complained of are not corrected or a program leading to correction is not agreed to by the bargaining unit member, they may pursue the complaint under the following procedure:

10.2.2.1 Within five (5) working days of receipt of the District response provided above, the bargaining unit member may appeal in writing to the Chief, Educational Services, who shall issue a written response to the appeal within five (5) working days after receipt.

10.2.2.2 If the bargaining unit member is dissatisfied with the response issued in §10.2.2.1 above, the Association may, within five (5) working days of receipt of such response, appeal the matter directly to binding arbitration pursuant to Article 3, §3.10 (Formal Grievance Step 3).

10.2.2.3 The Parties are encouraged to and may at any time during this process meet to attempt to resolve the issue.

10.2.2.4 The process provided in this section (§10.2) is the exclusive

procedure for resolving complaints under Article 10 (Safety).

10.3 Priority of Repairs

10.3.1 First priority shall be given to repairs that affect safety in any classrooms or other enclosed school areas where bargaining unit members have job-related responsibility.

10.4 Assaults

10.4.1 Bargaining unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor, who shall immediately report the incident to the police and take appropriate action, as specified in the California Education and Penal Codes, to provide for bargaining unit member safety. Simultaneously, the bargaining unit member shall complete the "Employee Report of Assault" form. Such notification shall immediately be communicated to the Superintendent or designee(s). Upon receipt of such a report, the site administrator shall inform the bargaining unit member that the report will be forwarded to the Association.

10.5 Discipline Policy

10.5.1 In order to provide for bargaining unit member safety, the Board on the first day of each school year shall present to each bargaining unit member copies of the Student Conduct and Discipline Policies which provide a description of the rights and duties of all students, parents, administrators and bargaining unit members.

10.5.2 The principal of each school site shall meet with their faculty prior to the close of the student school year, for the purpose of reviewing the school procedures for student discipline. At that meeting, the faculty shall be given the opportunity to provide input on the discipline procedures.

10.5.3 On one of the pre-service days of each school year, the principal shall provide each bargaining unit member a written copy of the school procedures for student discipline. These procedures shall be accompanied with copies of teacher referral forms, forms for Teacher Notice of Pupil Suspension, and Caregiver-Teacher Conference Request forms.

10.5.4 Any bargaining unit member who refers a student for disciplinary reasons shall receive, upon request, in a timely manner, a written statement from the administrator in charge, what action, if any, was taken to resolve the problem which caused the referral.

10.6 Administrative Support for a Safe Work Environment

10.6.1 The District shall, pursuant to Board policy and state and federal law, take steps to prevent harassment and threats against employees on District grounds, in District facilities, during District activities or

events, and/or in the use of District electronic/digital systems and platforms.

10.6.2 At each bargaining unit member's worksite, the site administrator or their designee will take steps so that all bargaining unit members are safe and protected from the interruption of instruction and from being recorded without their consent.

10.6.3 The District shall take steps to protect bargaining unit members' personal data on District systems and to prevent data stored by the District from being used for any purpose other than District business unless specifically authorized by the bargaining unit member.

10.7 Physical Control

10.7.1 Bargaining unit members may exercise the amount of physical control reasonably necessary to protect themselves, or to ensure the safety of other bargaining unit members or students.

10.8 Student Records

10.8.1 Bargaining unit members shall be informed of the record of a student's behavior when a student is administratively transferred for disciplinary reasons at the time the student is enrolled.

10.8.2 When a student is administratively transferred for disciplinary reasons related to any violation of Education Code section 48900 with the exception of subdivision 48900(h) bargaining unit members shall be informed individually in writing at the time the student is enrolled. The use of any flag, note, or field in the District's student information system shall not satisfy this requirement.

10.9 Specialized Health Care

10.9.1 Specialized physical health care services as used in this section include, but are not limited to the following procedures: urinary catheterization, gavage feeding, endotracheal or oral suctioning. These specialized physical health care procedures are further described in the Guidelines and Procedures for Meeting the Specialized Physical Health Care Needs of Students, California Department of Education, 1990.

10.9.2 General Provisions

10.9.3 Prior to being required to perform or assume responsibility for a specialized physical health care procedure, a bargaining unit member shall be provided the following:

10.9.3.1 A written statement from the parent/guardian of the pupil requesting that the District provide the specialized physical health care procedure.

10.9.3.2 A written statement from a physician explaining the purpose and method of the procedure.

10.9.3.3 Training in the specialized physical health care procedure provided by the school nurse, public health nurse or licensed physician and surgeon.

10.9.3.4 Written verification that the bargaining unit member has received the training necessary to perform the designed procedure(s).

10.9.3.5 Supervision by the school nurse, public health nurse or licensed physician and surgeon.

10.9.3.6 A copy of the specialized physical health care procedure from Guidelines and Procedures for Meeting the Specialized Physical Health Care Needs of Students, California Department of Education, 1990.

10.9.4 ln-service Training

10.9.5 In accord with Education Code section 49423.5, the District shall provide affected bargaining unit members training in the following areas:

10.9.5.1 Procedures required to meet the student's specialized physical health care needs.

10.9.5.2 Cardiopulmonary resuscitation

10.9.5.3 Community emergency resources

10.9.6 Medication Administration in the School

10.9.7 All bargaining unit members shall be informed of procedures regarding the administration of prescription or other medications to students.

ARTICLE 11

EVALUATION

11.1 California Standards for the Teaching Profession

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

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

Standard 1: Engaging and supporting all students in learning.

Standard 2: Creating and maintaining effective environments for student learning.

Standard 3: Understanding and organizing subject matter for student learning.

Standard 4: Planning instruction and designing learning experiences for all students.

Standard 5: Assessing students for learning.

Standard 6: Developing as a professional educator.

11.2 Rating Scale

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

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

11.2.1.1 The Parties agree to negotiate the rating scale consistent with the continuum issued by the Commission on Teacher Credentialing related to the new CSTP. The Parties' goal is to complete this negotiation in sufficient time to implement evaluations using the 2024 CSTP beginning with the 2026-2027 school year.

11.3 Purposes

11.3.1 To improve instruction provided by certificated bargaining unit member personnel.

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

11.3.3 To contribute to the professional growth of the evaluatee.

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

11.4 Frequency

11.4.1 Evaluation of certificated bargaining unit member personnel is a continuing process. Certificated personnel with permanent status in the District shall be evaluated according to these procedures at least every other year. If an evaluatee or evaluator requests an annual evaluation, the evaluation shall be conducted according to the Standard Evaluation. An annual evaluation of a permanent employee shall be required according to the Standard Evaluation procedure if that employee's final evaluation from the preceding year was needs improvement and stated specifically a need for such immediate follow-up evaluation which is consistent with the purposes as specified in §11.3 and contained specific recommendations to help the employee.

11.4.2 Probationary certificated bargaining unit member personnel will be evaluated annually according to Standard Evaluation procedures.

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

11.5 Announcement of Evaluatees

11.5.1 No later than the end of the twentieth (20th) student day of the school year the principal/program administrator of each school/program shall post a list of those persons to be evaluated during the current year. This notice shall also identify who will be the evaluator. Within five work days after the posting of the list of those to be evaluated, the following shall be given to the evaluatee: job description, CSTP Evaluation Rubric, MDUSD Educational Goals, other appropriate goals, and the MDUSD grade level expectations or courses of study.

11.6 General Provisions

11.6.1 Scope of Evaluation

11.6.1.1 Each evaluation cycle will cover 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.

11.6.2 Final Conference

11.6.2.1 The final Evaluation Conference and Form are obligatory for all bargaining unit members being evaluated and must be completed at least thirty (30) days prior to the last student day of the school year.

11.6.3 Signatures

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

11.6.4 Bargaining Unit Member Response

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

11.6.5 Forms

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

11.6.6 Judgments Not Grievable

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

11.7 Standard Evaluation

11.7.1 Evaluator

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

11.7.2 Required Evaluative Data

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

11.7.2.2 Type of required evaluative data are:

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

11.7.2.2.2 Observation(s) (Evaluatee-requested,

evaluator-requested, unscheduled).

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

11.7.3 Initial Conference and Resolution of Disagreements

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

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

11.7.4 Observations

11.7.4.1 A bargaining 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 bargaining unit member at the time of the initial conference, these observations shall be held upon twenty-four (24) hours' notice.

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

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

11.7.5 Interim Evaluation Conference and Interim Evaluation Form

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

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

11.8 Self-Evaluation Option

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

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

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

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

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

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

11.8.2.2 The bargaining 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 bargaining unit member and principal/designee both agree that the proposed final product will sufficiently demonstrate proficiency for the standards selected.

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

11.8.2.4 At the end of the year, on the same timeline as provided elsewhere in this Article, each participant in this process shall reduce to writing their learnings from the process and discuss these reflections with the principal/designee in a post Self-Evaluation conference. The principal/designee shall have the option to attach comments prior to the Self-

Evaluation being made a part of the employee's personnel file.

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

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

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

11.9 Special Provisions

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

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

Special Timelines

Announcement	Fifth day after assignment begins.
Materials	Within first two (2) weeks after assignment begins.
Initial Conference	Complete prior to thirty (30) days after assignment begins.
Interim Evaluation	Temporary employees hired prior to December 1st, if requested at initial conference.
	One-semester job sharers: Final evaluation only.
Final Evaluation	Two (2) weeks prior to end of last semester of employment for the year.

ARTICLE 12

Teacher Induction and Support Program

12.1 There shall be a teacher induction and peer support program referred to as the Teacher Induction and Support Program (TISP). The focus of the TISP shall be supporting teachers with preliminary credentials and permanent teachers in their professional practice. The TISP shall be compliant with the California Teacher Induction Program Preconditions and Standards in providing assistance to bargaining unit members clearing their credentials, and shall offer ancillary peer coaching assistance to permanent teachers who are on a performance improvement plan, and who request such assistance.

12.1.1 The Program shall be jointly administered by the TOSA Eligibility Selection Panel pursuant to the provisions of §13.7 - §13.7.4, insofar as they are compliant with California Teacher Induction Program requirements.

12.2 TISP Mentors:

12.2.1 The number of Mentors to be released shall be determined by the number of eligible teachers needing Induction support. However, should additional mentoring support be required, the District shall select additional Mentor(s) from the bargaining unit members eligible for TISP Mentor positions, as identified in §13.7.4.3, on the TOSA eligibility list.

12.2.2 TISP Mentors shall be evaluated by the TISP administrator, using the New Teacher Center Mentor Practice Standards, which are included as part of Appendix F.

12.2.3 Any TISP Mentor receiving one (1) final evaluation rating of Unsatisfactory (U) or two (2) final evaluation ratings of Needs Improvement (NI) shall be reviewed by the expanded TOSA Eligibility Selection Panel, per §13.7 - §13.7.4. The expanded TOSA Eligibility Selection Panel (described in §13.7.2.1, point 3) shall determine if the TISP Mentor shall be involuntarily transferred out of a TISP Mentor position. If the TOSA Eligibility Selection Panel does not come to an agreement, the program administrator shall have the final decision.

12.2.3.1 The documentation of the TOSA Eligibility Selection Panel’s determination shall not be made a part of the Mentor's personnel file except upon the express written request of the individual Mentor.

12.2.4 Mentors shall have responsibility for fifteen to seventeen (15-17) teachers.

12.2.5 Mentors shall have a one hundred eighty-five (185)-day work year. The TOSA Eligibility Selection Panel, per §13.7 - §13.7.4, shall schedule the work year for Mentors and may add up to ten (10) additional days per school year, at per diem compensation, as necessary.

12.2.6 There shall be a Lead Support Mentor with a workload of no more than nine (9); this reduced workload shall be in recognition of additional responsibilities which shall include, but is not limited to: scheduling the work of the TISP Mentors and facilitating the work of the TISP Eligibility Selection Panel, per §13.7 - §13.7.4. The work year for this position shall be one hundred ninety-five (195) days (at per diem compensation) but may be adjusted by the Panel.

12.2.6.1 In the event there are two Co-Lead Support Mentors, each shall have a reduced workload of no more than twelve (12) each; this reduced workload shall be in recognition of additional responsibilities which shall include, but not be limited to: scheduling the work of the Teacher Induction Support Mentors and facilitating the work of the TISP Eligibility Selection Panel, per §13.7 - §13.7.4. Lead Support Mentor duties shall be shared or divided equitably by the co-leads. The work year for a shared lead position shall be one hundred ninety (190) days each (at per diem compensation) but may be adjusted by the Panel.

12.2.7 A TISP Mentor may choose to vacate a TISP Mentor position by becoming an involuntary transfer. The TISP Mentor must make this decision prior to the start of the involuntary transfer process for the following school year.

12.2.8 Mentors shall have the responsibility of working confidentially with eligible teachers in a strictly assist mode.

12.2.9 Mentors are expected to communicate effectively and appropriately with the school principal with regards to the support that is being provided to TISP participants.

12.2.10 Evaluators may provide Mentors with copies of TISP participants' goals and objectives, interim evaluations, and improvement plans.

12.2.11 Utilizing funds from the Program, Mentors may provide release days and conference attendance as developmental tools for TISP participants.

12.2.12 Eligible Teachers participating in the Induction portion of the TISP shall be required to spend up to five (5) hours per year beyond their regular

work day for purposes of working toward their professional goals. These hours shall be compensated at the Certificated Hourly Rate, per §14.5.1.1.

12.2.13 Mentor Training: Every TISP Mentor shall receive initial training in effective mentoring approaches. Additional training and shadowing opportunities shall be provided during the work day by TISP Lead Support Mentor(s) prior to being released to meet individually with participating teachers. Additional training in mentoring, as well as in site and District initiatives, shall be provided to Mentors on an ongoing basis.

12.3 Participation

12.3.1 The Teacher Induction and Support Program (TISP) is mandatory for District teachers of record who hold preliminary credentials with a renewal requirement of Induction from the California Commission on Teacher Credentialing.

12.3.2 Permanent teachers who are on a Performance Improvement Plan can voluntarily choose to receive confidential mentoring support through the TISP Formal Support, or may be offered TISP assistance by the evaluating administrator as an additional support during the evaluation process, pending the availability of mentoring staff.

12.3.2.1 The support mentor will provide assistance specifically related to the goals outlined in the Performance Improvement Plan.

12.3.2.2 If a teacher agrees to participate in the TISP Formal Support, a meeting will be held with the teacher, the Mentor and the teacher’s evaluator to review the goals outlined in the Performance Improvement Plan.

ARTICLE 13

PEER ASSISTANCE AND REVIEW
AND PROGRAM RE SELECTION FOR TOSA ELIGIBILITY LIST

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

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

Program Components

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

13.1.1 Permanent Teacher Intervention Program

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

13.1.1.2 Teachers receiving two (2) or more "needs improvement" in any domains of the California Standards for the Teaching Profession in two (2) consecutive years may be referred to the Peer Assistance and Review Panel (hereafter referred to as "PAR Panel") by the principal for intervention under this program.

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

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

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

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

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

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

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

13.2 Peer Assistance and Review Panel

13.2.1 The PAR Program shall be governed by the PAR Panel composed of four (4) District members and four (4) Association members. Decisions shall be made by consensus where possible. The Panel may perform its charge with fewer than four (4) members from each Party, if, for unavoidable reasons, either Party is unable to provide four members. Should a vote of the Panel be required, each Party, the District, and the Association, shall have an equal number of voting members. If the Parties have an unequal number of voting members present in the meeting, the Party with the greater number shall decide which of their members do not cast a vote. Action must be taken on an affirmative vote of at least the majority of the voting panel members present.

13.2.2 The PAR Panel shall be responsible for:

13.2.2.1 Meeting at least four (4) times annually to review the

work of the coaches with their caseloads;

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

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

13.2.2.3 Any decisions about eligibility for the PAR Program;

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

13.2.2.5 Evaluating peer coaches;

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

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

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

13.2.2.9 Selecting its own chair; and

13.2.2.10 Reviewing coaches' interventions and assistance.

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

13.3 Coaches

13.3.1 The work of delivering the direct service to bargaining unit members in intervention shall be provided by the same coaches as those who provide Beginning Teacher Support.

13.3.2 Each permanent teacher intervention assignment for an individual coach shall be calculated as two (2) evaluatees on the caseload as delineated in §12.2.6

13.3.3 Voluntary participants in this PAR Program shall count as one (1) on

the caseload.

13.4 Permanent Teacher Intervention

13.4.1 The purpose of this PAR Program is to assist and offer remediation to permanent teachers whose performance has been evaluated as "unsatisfactory" in one or more of the California Standards for the Teaching Profession by the principal, or who are otherwise assigned or volunteer to participate in the PAR Program to achieve a "proficient" level of performance consistent with the Standards. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the District. The written documentation in the evaluation report shall become a part of the permanent teacher's personnel file.

13.4.2 The prime focus of this PAR Program is to provide assistance and renew quality teaching.

13.4.3 Assistance and remedial efforts and activities shall be intense and multifaceted and shall be preceded by a conference in the spring of the year when the teacher receives the "unsatisfactory" evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and the lead coach to begin the development of an Individual Learning Plan. If the permanent teacher so desires, the Association shall provide representation in this meeting.

13.4.4 During the period of assistance, the permanent teacher's evaluation shall be the joint responsibility of the coach and the Panel. It is the intent of the Parties that this process serve as the sole evaluation process for the permanent teacher and that it be based on the permanent teacher's adherence to the California Standards for the Teaching Profession and Article 11 (Evaluation) of this Agreement.

13.4.5 The assistance shall be provided by the peer coaches under this Article and shall be closely monitored by this PAR Program's governing Panel.

13.4.6 Communication, consultation, and review of evaluation documents with the principal shall be ongoing.

13.4.7 Nothing in this Article precludes the principal or District from doing informal observations, nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of their professional obligations.

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

the same to the Panel.

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

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

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

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

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

13.4.10.1 Multiple classroom observations by the peer coach;

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

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

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

13.4.10.4 District provided professional development opportunities;

13.4.10.5 Conference attendance, often in the company of the peer coach to facilitate reflection on how this experience fits into the Individual Learning Plan;

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

13.4.10.7 The Parties understand that every possible subject matter competency may not be available within the corps of coaches; and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the peer coach shall maintain

prime responsibility for the Individual Learning Plan, but may function more like a case carrier who assures the availability of appropriate resources.

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

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

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

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

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

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

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

13.5 Permanent Teacher Due Process Rights

13.5.1 The permanent teacher shall be entitled to review all reports generated by the peer coach prior to their submission to the Panel and to have affixed thereto their comments. To effectuate this right, the peer coach shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.

13.5.2 The permanent teacher shall have a right to be represented by the Association in any meetings of the Panel to which they are called

and shall be given a reasonable opportunity to present their point of view concerning any report being made.

13.5.3 The decision to refer a permanent teacher for intervention through this PAR Program shall not be subject to the grievance procedure.

13.5.4 The permanent teacher shall have the right to timely reports of progress being made.

13.5.5 The permanent teacher shall have the right to present reasons why a specific peer coach should be replaced and another coach substituted and to have those reasons considered.

13.5.6 Consistent with §13.4, the record of this intervention may be sealed within the personnel file after four (4) years.

13.5.7 This program in no manner diminishes the legal rights of bargaining unit members.

13.6 Miscellaneous Provisions

13.6.1 A teacher shall not have access to the grievance process to challenge the contents of reports, evaluations, or decisions of the Panel, but may file responses which shall become part of the official record of the intervention.

13.6.2 This program shall be a partnership program. In addition to the District and the Association, the Parties shall immediately put forward a Request for Proposal to the deans of schools of education in the area to secure a university partner for this program. The university entering into this partnership shall be evaluated on the basis of the additional resources it is able to bring to bear, especially in training the peer coaches to meet their responsibilities and in the development of the rubric envisioned in §11.2.1.

13.6.3 Expenditures for the PAR Program shall not exceed revenues or received funds made available through passage of AB1x (1999, Villaraigosa or successor legislation) excluding the allowable administrative cost.

13.6.4 At the conclusion of the 2000-2001 fiscal year, if revenue exceeds expenditures, the Parties shall meet to determine the allocation of the surplus.

13.6.5 The Association and the District shall immediately develop a request for waiver for submission to the State Board of Education to modify the composition of the PAR Panel consistent with this Agreement.

13.6.6 Funds shall also be set aside to allow the Peer Coaches funds to provide for release days and/or conferences as developmental tools with the teachers assigned to the PAR Program.

13.6.7 It is understood and agreed that this PAR Program shall terminate if for any reason there exists an inability for full funding thereof through AB1x (1999, Villaraigosa) or successor legislation.

13.6.8 The cost of releasing coaches and support providers for service in the PAR Program shall be computed on the basis of a Step 1, Column I replacement temporary teacher plus benefits, fixed costs, and the per diem cost of the coaches' extra ten (10) days.

13.6.9 Governing Board Review of Recommendations: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.

13.6.10 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.

13.6.10.1 Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.

13.6.11 The Peer Assistance Program shall be reviewed annually.

13.6.12 The District shall hold harmless the members of the PAR Panel and the coaches for any liability arising out of their participation in this PAR Program as provided in Education Code Section 44503(c).

13.6.13 Confidentiality: All proceedings and materials related to the administration of this Article shall be strictly confidential. Therefore, panel members and coaches may disclose such information only as necessary to administer this Article.

13.6.14 In the event that a majority of Panel members disagree with a coach's final evaluation rating of "needs improvement", that final rating may be changed to "meets expectations" with an affirmative vote of at least the majority of the Panel members (per §13.2.1).

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

initiate dismissal proceedings, or may send the bargaining unit member back to the principal for evaluation the next year.

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

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

13.7 TOSA Eligibility Selection Panel (Panel)

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

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

13.7.1.1.1 Section 13.7.1.1 shall not apply to teachers assigned to Alternative Education settings.

13.7.1.1.2 Section 13.7.1.1 shall not apply to TISP Mentors.

13.7.2 TOSA Candidate Review/Selection Process

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

- Written application and three (3) recommendations. One must be from the applicant's direct supervisor/evaluator, one must be from a site Association Representative (or, if the applicant is not currently a District employee, from a certificated educator union representative at their most recent school site), and one must be from a person who the applicant has coached or mentored.

- Each candidate shall be interviewed by the Panel as a whole and shall be asked to respond to the same interview questions as all candidates being considered for a given TOSA position in the same credential area.
    - Candidates who are approved for an interview during the instructional day for a TOSA position by the TOSA Eligibility Selection Panel will be provided a District-paid substitute, if required.
- Selecting TISP Mentors: TISP Mentors shall be selected by a committee composed of the TOSA Eligibility Selection Panel, one Lead Support Mentor of the Teacher Induction and Support Program, and/or one TISP Mentor designated by the TISP Lead / Co-Leads. With the addition of these panel members from the Association, the District and the Association shall have an equal number of voting members as outlined in §13.7.3.1
- At least one (1) classroom observation of the candidate being considered will be made by a team comprised of one (1) teacher and one (1) administrator serving on the TOSA Eligibility Selection Panel.
    - For TISP Mentor positions, this observation group will also include the Lead / Co-Lead Support Mentor.

13.7.3 Decisions

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

13.7.3.2 Decisions reached by the Panel shall be final. Candidates not selected for a given position may request, in writing, the reason(s) for the Panel's denial, as well as suggestions as to how they might better prepare themselves for future TOSA eligibility.

13.7.4 Creation of TOSA Eligibility List

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

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

13.7.4.3 The list shall note those bargaining unit members who are eligible for TISP Mentor positions.

13.7.4.4 Principals shall only select TOSAs from the TOSA Eligibility List.

ARTICLE 14

SALARIES

14.1 Salary Increases

14.1.1 Effective July 1, 2025, the salary schedule shall be increased by two and three tenths percent (2.3%).

14.1.2 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 0.6666% or less, there shall be no change to the salary schedule.

14.1.3 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 0.6666% or less, there shall be no change to the salary schedule.

14.1.4 There shall be no cap on qualifying prior years of credit for experience and placement on the salary schedule. Bargaining unit members initially employed prior to July 1, 2026, who did not / do not receive full credit for their years of experience when hired shall be placed on the salary schedule effective July 1, 2026 at the step which includes their total qualifying years of experience inside and outside the District. For example, a bargaining unit member hired in 2019, with sixteen (16) years of qualifying prior experience, who was initially placed on Step 12, due to the existing eleven (11) year cap in 2019, and who has subsequently worked for the District for seven (7) qualifying years as of the completion of the 2025-2026 school year shall be placed on Step 23 effective July 1, 2026.

To receive the foregoing salary adjustment effective July 1, 2026, bargaining unit members must submit written evidence/verification of qualifying years of prior experience to the Human Resources Department by May 15, 2026, or confirm with the Human Resources Department that this evidence/verification has previously been submitted. Bargaining unit members who submit such information after this date, but not later than May 15, 2027, shall receive the salary adjustment effective July 1, 2027. Any salary increases resulting from new salary schedule placement will be prospective only; there will not be any retroactive payments.

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 bargaining unit members who are required to serve for a work year different than that specified in Article 7 (Work Year), §7.1 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 bargaining 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 work day of January. The District shall make arrangements for those bargaining unit members requesting to pick up their pay warrant on the first work day of January at the District Office. Salary payments for services in addition to the bargaining unit member's regular assignment shall be made not later than the tenth of each month.

14.4.2 For bargaining 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, bargaining unit members covered by §14.4.1 may choose this option. Salary payments for services in addition to the bargaining unit member's regular assignment shall be made not later than the tenth of each month.

14.4.3 Bargaining 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: Bargaining unit members shall receive twelve (12) monthly payments commencing with the last work day in September and ending with the last work day in August.

14.4.3.2 Option 2: Bargaining unit members shall receive eleven (11) monthly paychecks commencing with the last work day in August and ending with the last work day in June.

14.4.4 Bargaining 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 Bargaining unit members who are authorized to receive extra compensation on an hourly basis for work in addition to their regular assignment (e.g., summers, weekends,

non-work days and evenings) shall receive the Certificated Hourly Rate listed on the salary schedules in Appendix A per hour for each additional hour computed to the nearest quarter hour. This amount shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.

14.5.1.2 Assignments for which hourly compensation may be paid shall include but not be limited to:

14.5.1.2.1 Curriculum Development

14.5.1.2.2 Staff Development

14.5.2 Summer School Pay

14.5.2.1 Bargaining unit members who are authorized to receive extra compensation on an hourly basis for work in addition to their regular assignment as Summer School Teachers shall receive the Summer School Rate listed on the salary schedules in Appendix A per hour for each additional hour computed to the nearest quarter hour. This amount shall increase by the same percentage increase applied to the salary schedules, if any, moving forward.

14.6 Advanced Degrees/Certifications

14.6.1 Bargaining unit members on the Credentialed Teachers' Salary Schedule with master's 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 master's and/or doctorate degree held. This stipend shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.

14.6.2 Bargaining 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)

14.6.3 Advanced degree and certification stipends listed in §14.6.1 and §14.6.2 shall be paid in monthly installments, for any month in which work is performed.

14.7 Other Stipends

14.7.1 Bargaining unit members assigned to certain positions shall receive the annual stipend listed in §14.6.1 above or in Appendix A, in

recognition of their being assigned to a position with workload expectations/impacts which exceed those associated with a regular teaching assignment.

14.7.2 Bargaining unit members assigned to more than one site, and those whose work regularly takes them to more than one site (limited to Nurses, TOSAs, and TISP Mentors) shall receive a cell phone stipend. Employees receiving a cell phone stipend shall have their cell phone number published internally to certificated staff. In order to be eligible, bargaining unit members must submit the request form annually.

14.8 Standards-Based Intervention Pay

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

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

14.9 Special Education Caseload Overage Special Compensation Pay

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

ARTICLE 15

PAYMENT FOR NONTEACHING DUTIES

15.1 Activity Supervision

15.1.1 At the high school, middle and elementary school levels the District will pay a minimum of two (2) hours at the Certificated Hourly Rate, per §14.5.1, for authorized activity supervision. Such pay shall be provided for activity supervision including but not limited to the following:

15.1.1.1 High School

15.1.1.1.1 Athletic Events
15.1.1.1.2 Dances
15.1.1.1.3 Music Presentations
15.1.1.1.4 Drama Presentations
15.1.1.1.5 Talent Show
15.1.1.1.6 College Night
15.1.1.1.7 Freshman Orientation

15.1.1.2 Middle School

15.1.1.2.1 Dances
15.1.1.2.2 Music Presentations
15.1.1.2.3 Carnivals/Fairs
15.1.1.2.4 Drama Presentations
15.1.1.2.5 Talent Show

15.1.13 Elementary Schools

15.1.1.3.1 Carnivals/Fairs
15.1.1.3.2 Music Presentations
15.1.1.3.3 Drama Presentations
15.1.1.3.4 Talent Show

15.1.2 Payment for such assignments will be limited to a maximum number per year of two hundred (200) assignments per high school, thirty-two (32) assignments per middle school and sixteen (16) assignments per elementary school.

15.1.3 Bargaining unit members at each site will be given equal opportunity to volunteer for activity supervision assignments. Assignments will be equalized among bargaining unit member volunteers to the extent possible. Activity supervision assignments will not be given to non-bargaining unit members if bargaining unit member volunteers are available.

15.1.4 Each high school ASB Advisor/Leadership Teacher shall be paid a stipend equivalent to that of an Athletic Director per the current Supplemental Compensation Schedule, Appendix B. A bargaining unit member who receives this stipend shall not be eligible for

additional compensation for supervising activities planned by ASB/Leadership under §15.1.1.1. However, a bargaining unit member who receives this stipend shall be eligible for additional compensation under §15.1.1.1 for supervising activities not planned by ASB/Leadership.

15.2 Outdoor Education Programs

15.2.1 Bargaining unit members participating in District-approved outdoor / environmental education programs shall earn three hundred fifty dollars ($350) for each night spent in residence during the program. Beginning July 1, 2026 this amount shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.

15.2.2 A bargaining unit member who chooses not to attend outdoor education may voluntarily exchange assignments with another bargaining unit member at their site. If the principal does not concur with the voluntary exchange, or if the bargaining unit member does not voluntarily exchange assignments, the site principal may assign the bargaining unit member to other teaching duties at that same school site.

ARTICLE 16

EMPLOYEE BENEFITS

16.1 Dental and Vision Premium Payment Plan

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

16.2 Medical Benefits and Cash In-Lieu

16.2.1 Effective January 1, 2026, the District will pay one hundred percent (100%) of the Kaiser CalPERS rate, by level, for single, employee+ 1, and family plan for all of the 2026, 2027, and 2028 benefit plan years (January 1, 2026 through December 31, 2028). The full 2028 Kaiser CalPERS rate will establish a new minimum dollar amount of District medical benefits contribution. Effective January 1, 2029 and moving forward, in each subsequent benefit plan year, the District will pay eighty percent (80%) of the annual increase of the Kaiser CalPERS rate for that benefit plan year for each applicable tier; provided that the dollar increase does not exceed four percent (4%) of the then current dollar cost. Should the dollar cost increase in any year exceed four percent (4%), the District share will be calculated to include eighty percent (80%) of the first four percent (4%) increase and the employee's share shall be the remaining twenty percent (20%) of the first four percent (4%) increase.

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

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

16.2.1.2 Effective July 1, 2016: Bargaining unit members who work 0.5 FTE or more shall be eligible for health benefits and medical in-lieu payments at the same District contribution rates as full-time employees.

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

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

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

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

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

16.4 New Bargaining Unit Members

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

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

16.5 Payroll Deduction Rights and Information

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

16.6 Leaves of Absence - Effect on Benefits

16.6.1 The District will continue the current practice of providing Medical

coverage as part of the compensation of bargaining unit members on paid leaves of absence and authorized unpaid Family Care Leaves.

16.6.1.1 Bargaining unit members on an authorized unpaid Family Care Leave may continue their medical benefits if permitted by and subject to the rules and regulations of the applicable insurance carriers. An invoice will be sent to the bargaining unit member on leave for immediate payment of the bargaining unit member's portion of the medical premium. It shall be the bargaining unit member's responsibility to notify the District of any change in address or family status to ensure continuity of coverages. In the event of a price increase in any of the coverages, the bargaining unit member on leave will pay the increase. While on Family Care Leave, the District will continue paying the employer contribution of the medical premium.

16.6.1.2 Bargaining unit members on an authorized unpaid leave of absence may continue their medical benefits through the option of self-pay if permitted by and subject to the rules and regulations of the applicable insurance carriers. An employee who wishes to sign-up for self-pay must contact the Benefits Office prior to the commencement of the leave. Bargaining unit members will be billed directly by the medical provider. It shall be the bargaining unit member's responsibility to notify the District of any change in address or family status to ensure continuity of coverages. In the event of a price increase in any of the coverages, the bargaining unit member on leave will pay the increase.

16.6.1.3 The terms of this section shall also apply to bargaining unit members utilizing difference pay for leaves taken pursuant to Education Code section 44977.5 (Paternity and Maternity Leave). If the bargaining unit member's portion toward medical premiums exceeds their paycheck while on difference pay, the District will bill them for the difference.

16.6.2 The District will continue the practice of providing dental and vision coverage as part of the compensation of bargaining unit members on paid leaves of absence and authorized unpaid Family Care Leaves.

16.6.2.1 Bargaining unit members on an authorized unpaid leave of absence may continue their dental and vision benefits through an option of self-paying. An employee who wishes to sign up for self-pay must contact the Benefits Office prior to the commencement of the leave. Dental

and vision benefits will automatically continue through the end of the month in which the unpaid leave begins. Dental and vision coverage must continue without interruption in order to ensure eligibility and protection at the bargaining unit member's current incentive level.

16.6.2.2 An invoice from the Fiscal Department will be sent to the bargaining unit member on leave for immediate payment. It shall be the bargaining unit member's responsibility to notify the District of any changes in address or family status to ensure continuity of coverages. Prepaid premiums for dental and vision coverage must be received by the tenth (10th) of the preceding month in the Fiscal Services Department. In the event of a price increase in any of the coverages, the bargaining unit member on leave will pay the increase.

16.7 Duration of Benefits

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

16.8 COBRA

16.8.1 The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a bargaining unit member's employment terminate, they shall be entitled to continued coverage under the medical, dental and vision plans in accord with federal law (C.O.B.R.A.).

16.8.2 Current law provides for continued participation for a maximum of eighteen (18) months. A bargaining unit member wishing to participate in this program after termination shall pay the premiums for the continued coverages in addition to a service charge as provided by law.

ARTICLE 17

PROPERTY DAMAGE

17.1 Property Damage

17.1.1 Bargaining unit members shall be reimbursed for loss or damage to personal property occurring in the scope of employment of the bargaining unit member under the following conditions: (See Appendix I)

17.1.1.1 The loss or damage occurs through no fault of the bargaining unit member.

17.1.1.2 Payment is subject to a ten dollar ($10.00) deductible per occurrence.

17.1.1.3 The maximum reimbursement for any one (1) loss shall not exceed two hundred dollars ($200.00) except for articles of personal clothing when the maximum for any one loss shall be four hundred dollars ($400.00).

17.1.1.4 The deductible provision does not apply to damages to the clothing of a bargaining unit member arising from an assault upon the bargaining unit member.

17.1.1.5 Destruction of tires which occurs while the bargaining unit member's car is parked in a District parking lot shall be reimbursed up to the bargaining unit member's deductible up to one hundred fifty dollars ($150) per tire, to a total maximum of five hundred dollars ($500). In order to receive this reimbursement the bargaining unit member must immediately report the damage to a site administrator and file a police report.

17.1.2 If a bargaining unit member files a claim for loss or damage to personally owned equipment or teaching materials which have been brought to school, reimbursement for these articles shall be allowed under the terms of this Agreement provided that:

17.1.2.1 Such articles are for use in the instructional program.

17.1.2.2 Prior written approval for use of such articles at school is obtained from the school administrator.

17.1.2.3 The value of such articles is agreed upon by the bargaining unit member and the administrator prior to its use at school and is recorded in writing.

17.1.3 Sample forms to be used to implement this section shall be distributed annually at the full faculty site meeting used for organizing the school for the year.

ARTICLE 18

TRAVEL

18.1 Reimbursement

A bargaining unit member who may be required to use their own automobile in performance of their duties and a bargaining unit member who is assigned to more than one (1) work site shall be reimbursed at a per-mile rate equal to that allowed without itemization by the Internal Revenue Service. Such reimbursement shall be for:

18.1.1 Travel between work sites.

18.1.2 Meetings or activities assigned or approved by the District (e.g., Open House, activities supervision, Parents Club, PTA, Site Councils)

18.1.3 Other work-related responsibilities.

18.2 Approval

18.2.1 Reimbursement for mileage will be for miles actually driven and must be approved in advance by the bargaining unit member's principal/program administrator or designee.

18.3 Limitations

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

18.3.2 Bargaining unit members shall utilize the mileage between District sites listed in the MDUSD “Mileage Chart” which is incorporated as Appendix S.

18.4 Emergencies

18.4.4 In the event of gasoline shortages or rationing, the District shall provide itinerant bargaining unit members with written statements to the effect that their automobiles are required in performance of their duties.

ARTICLE 19

LEAVES OF ABSENCE

19.1 Types of Leaves

19.1.1 Leaves of absence provided in this Agreement shall fall into the following categories:

19.1.1.1 Leaves of absence with pay and District-paid fringe benefits. The following leaves of absence with pay are provided:

19.1.1.1.1 Sick Leave (§19.3)
19.1.1.1.2 Industrial Accident or Illness (§19.4)
19.1.1.1.3 Bereavement (§19.5)
19.1.1.1.4 Personal Necessity (§19.6)
19.1.1.1.5 Jury Duty (§19.7)
19.1.1.1.6 Court Appearance (§19.8)
19.1.1.1.7 Military (§19.9)
19.1.1.1.8 Sabbatical (§19.10)
19.1.1.1.9 Association Business (§19.11 & 19.12)
19.1.1.1.10 Layoff Leave (§19.22)
19.1.1.1.11 Professional Conference Leave (§19.13)
19.1.1.1.12 Pregnancy & Maternity (§19.17)

19.1.1.2 The following leaves of absence without pay are provided:

19.1.1.2.1 Improvement of Health (§19.14)
19.1.1.2.2 Educational Improvement (§19.15)
19.1.1.2.3 Opportunity (§19.16)
19.1.1.2.4 Pregnancy & Maternity (§19.17)
19.1.1.2.5 Parental (§19.18)
19.1.1.2.6 Political (§19.19)
19.1.1.2.7 General (§19.20)
19.1.1.2.8 Pre-Retirement (§19.21)
19.1.1.2.9 Family Care Leave (§19.23)

19.1.2 A bargaining unit member may elect to continue medical, dental and vision coverage while on unpaid leave as provided in Article 16, §16.6. A bargaining unit member may elect to continue medical coverage while on a paid leave as provided in Article 16, §16.6.

19.2 General Policies Governing Leaves of Absence

19.2.1 No leave will be considered an interruption in continuity of service.

19.2.2 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. If the assignment does not exist, the bargaining unit member shall be given a similar assignment at the same school. If no similar assignment

exists at the same school the bargaining unit member shall be returned to a position, subject to the transfer procedures.

19.2.3 The Parties shall maintain a list of temporary employees hired to fill the assignment of bargaining unit members on leave pursuant to this section.

19.2.4 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 if a vacancy exists. If the assignment is not vacant, the bargaining unit member shall be offered a vacant position at the same school. If there is no vacancy at the same school site, the bargaining unit member shall be returned to a position, subject to the transfer procedures. A vacancy is defined as a position not held by a probationary or permanent unit employee.

19.2.5 Requests for leave must be submitted to the Personnel Services Office on the appropriate form. With agreement of the District a bargaining unit member may return from leave prior to the previously stated return date.

19.2.5.1 Any forms used for requesting or reporting leaves must be mutually agreed upon by the District and the Association.

19.2.5.2 The District reserves the right to require verification of absences if the number of absences becomes excessive or has an identified pattern.

19.2.5.3 Verification of the cause of absence and/or the bargaining unit member's fitness to return to work by a licensed physician or recognized practitioner of a church must be presented before allowing payment for six (6) or more consecutive days of absence due to illness or accident.

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 April 15th 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 15th. 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 seventy-five percent (75%) of the required days of service for the bargaining unit member.

19.2.7 A bargaining unit member need not be granted an Improvement of Health, Educational Improvement, Opportunity, or Parental Leave if that bargaining unit member is under active consideration for a disciplinary termination at the time the request for leave is made. If a request for such leave is denied due to a pending disciplinary

termination, the bargaining unit member shall be so informed in writing of the denial and the reason therefor within one (1) week from the date of the receipt of the request.

19.2.8 For all absences subject to a daily rate reduction, the daily rate of pay shall be determined by dividing the annual rate of pay by the number of days in the bargaining unit member's work year. The daily rate of pay so determined shall be deducted for each working day (days the bargaining unit member is required to be on duty) that the bargaining unit member is absent from duty.

19.2.9 When a leave is granted, the recipient has a contractual obligation to the District to utilize the leave period for the purpose specified.

19.2.10 Retirement credit shall not be earned for any leave of absence without pay. The bargaining unit member on leave of absence with pay shall earn retirement credit in accordance with the Education Code.

19.2.11 A bargaining unit member requesting Educational Improvement or Opportunity Leave shall submit that request in writing no later than April 15th for leaves commencing the following school year. If the leave requested is to commence in the spring semester, the written request shall be submitted no later than December 15th. With agreement of the Executive Director, Human Resources or designee, a bargaining unit member may be granted such leave requested after April 15th or December 15th. Once requested the leave must be taken unless otherwise agreed by the bargaining unit member and the District.

19.2.12 The District shall attempt to establish and maintain a list of qualified substitutes for bargaining unit positions.

19.2.13 A bargaining unit member who becomes ill or must be absent for some other reason must report the need for a substitute by using the substitute management system. The District will make an effort to provide a specifically requested substitute teacher.

19.2.14 Bargaining unit members shall not be required to substitute for other bargaining unit members except in cases of emergency. An emergency for the purposes of this provision exists when for reasons of availability or time, the District is unable to provide a qualified substitute. Nothing in this provision shall prevent any bargaining unit member from volunteering to cover an assignment of another bargaining unit member.

19.2.15 All bargaining unit members shall have access to the substitute management system and the ability to enter their own absences. Bargaining unit members will not have access to create same-day absences in the substitute management system after one hour prior to their scheduled start of day.

19.3 Sick Leave

19.3.1 Annually, each bargaining unit member shall be granted ten (10) sick leave days per school year with full pay to be used in cases of accident, illness, quarantine or other use which complies with relevant statute. All annual days shall be credited to each bargaining unit member at the beginning of each school year. Any days not used will be accumulated indefinitely by the bargaining unit member for use if necessary during succeeding years.

19.3.2 Bargaining unit members shall receive an annual accounting of accumulated sick leave, plus the number of days to which the bargaining unit member is entitled for the current school year, no later than November 1st of each year.

19.3.3 Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated like any other temporary disability and shall be covered by sick leave provisions. The length of disability shall be determined by the bargaining unit member and the bargaining unit member's medical advisor. Each pregnant bargaining unit member shall be entitled, upon request, to an unpaid leave of absence as provided in §19.17 (Pregnancy & Maternity Leave), in addition to or in place of sick leave.

19.3.4 Effective January 1, 1999 the District shall comply with the provisions of: Education Code Section 44977, and Education Code Section 44978.1. In summary these sections provide for the following:

19.3.4.1 After all accumulated sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the bargaining unit member shall receive the difference between their own salary and the amount which was**,** or would have been paid to a substitute, had one been employed, up to a total of five (5) school months in accordance with the regular daily and long-term substitute teacher rates, without regard to the experience schedule and retiree schedule as delineated in Appendix L.

19.3.4.2 Sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

19.3.4.3 An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

19.3.4.4 An employee who is placed on a 24-month or 39-month reemployment list pursuant to Education Code Section 44978.1 may request an "Improvement of Health" Leave pursuant to §19.14 of this Article. This leave may be

extended pursuant to §19.2.6.

19.3.4.5 Return rights from an Improvement of Health Leave shall be consistent with the Agreement (e.g., §19.2.2 and §19.3.4.6).

19.3.4.6 The period of time spent on an Improvement of Health Leave shall run concurrently with time spent on a 24-month or 39-month reemployment list.

19.3.4.7 If an employee is medically able to return to their duties after they have exhausted their Improvement of Health Leave, but prior to being released from employment (e.g., expiration of the 24-month or 39-month reemployment list) the employee shall be returned to the next available vacancy for which they are credentialed and qualified.

19.3.4.7.1 If more than one vacancy exists, the Executive Director of Human Resources or designee shall solicit from the employee their preference.

19.3.4.7.2 The Executive Director of Human Resources or designee shall discuss the placement with the principals at the schools identified as a preference. If deemed appropriate by the Executive Director of Human Resources or designee, an interview may be scheduled at one or more of the schools.

19.3.4.7.3 It is desirable that the bargaining unit member be placed in an assignment that maximizes the possibility of the bargaining unit member's success. Therefore, the Executive Director of Human Resources or designee will continue to work with the bargaining unit member and the principal to ensure a mutually satisfactory and agreeable placement.

19.3.4.7.4 If it becomes necessary, the Executive Director of Human Resources or designee shall make the final placement.

19.3.5 Unused sick leave days shall be transferred pursuant to Education Code Section 44979 when a bargaining unit member transfers to another district.

19.4 Industrial Accident or Illness

19.4.1 Allowable leave for industrial accidents and illnesses shall be for a maximum of sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member

would otherwise have been performing work for the District in any one (1) fiscal year of the same accident.

19.4.2 Allowable leave for industrial accident or illness shall not be accumulated from year to year.

19.4.3 Industrial Accident or Illness Leave shall commence on the first day of absence.

19.4.4 When a bargaining unit member is absent from their duties on account of any industrial accident or illness, they shall be paid such portion of the salary due them for any month in which the absence occurs as, when added to this temporary Workers' Compensation benefit, will result in payment to the bargaining unit member of not more than their full salary.

19.4.5 Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

19.4.6 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due them for the same illness or injury.

19.4.7 Upon termination of the sixty (60) days of Industrial Accident or Illness Leave and if the bargaining unit member is not medically able to return to work, they shall be entitled to sick leave, and for the purposes of each of these sections, their absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the bargaining unit member continues to receive temporary Workers' Compensation benefits, they may elect to take as much of their accumulated sick leave which, when added to their temporary Workers' Compensation benefits, will result in a payment to them of not more than their full salary.

19.4.8 During any paid leave of absence, the bargaining unit member shall endorse to the District the temporary Workers' Compensation checks received on account of their industrial accident or illness. The District, in turn, shall issue the bargaining unit member appropriate salary warrants for payment of the bargaining unit member's salary and shall deduct normal retirement and other authorized contributions.

19.4.9 The bargaining unit member shall qualify for the provisions of this policy when they assume a regular position with the District.

19.4.10 A bargaining unit member requesting or claiming leave of absence for an industrial accident or illness is required to provide a doctor's statement verifying that the bargaining unit member is unable to fulfill their regular duties because of the injury or illness.

19.4.11 A bargaining unit member returning to their position from an Industrial Accident or Illness Leave, granted under the provisions of this policy, is required to submit a doctor's statement verifying that

they are able to resume the responsibilities of their position in accordance with legal standards.

19.5 Bereavement

19.5.1 A bargaining unit member shall be granted up to a maximum of four (4) days leave on full pay with no deduction of sick leave in the event of death of a member of the immediate family or five (5) days if travel beyond two hundred (200) miles one-way is required, or ten (10) days if travel beyond the continental United States is required. A bargaining unit member may elect to use as additional Bereavement Leave all or a portion of the ten (10) days of personal necessity leave. For purposes of this section, "immediate family" includes dependents of bargaining unit members who have qualified for coverage under the CalPERS Health Program (Article 16), as well as those included in §1.2.4.

19.6 Personal Necessity

19.6.1 Personal Necessity Leave shall be limited to circumstances serious in nature which the employee cannot reasonably be expected to disregard, as opposed to leaves taken at employee choice such as vacation or recreation activities. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time. Every bargaining unit member shall be entitled to use ten (10) days of their paid sick leave allotment during each school year in case of personal necessity. Upon request, the District may extend the annual use of Personal Necessity Leave beyond ten (10) days in exceptional circumstances. Request for such extension of Personal Necessity Leave shall be reviewed on a case by case basis; however, the granting of additional Personal Necessity Leave shall be equitably applied to all bargaining unit members. In cases where the District has concerns regarding a Personal Necessity leave extension, the Executive Director, Human Resources or designee shall consult with Association leadership. Such extension of Personal Necessity leave shall not be granted for use under §19.6.1.1, but may be used for situations including, but not limited to, those outlined in §19.6.2.

19.6.1.1 Discretionary Days

Up to five (5) days of personal necessity may be utilized at the discretion of individual bargaining unit members each school year ("Discretionary Days"). Bargaining unit members shall give their supervisor three (3) school days advance notice of their intention to use Discretionary Days. Such notice shall be tendered, in writing, and Discretionary Days shall also be entered into the District's substitute notification system at least three (3) school

days prior to utilization. Such Discretionary Days shall be included in the allotted ten (10) days of Personal Necessity Leave which may be used during each school year.

19.6.2 A bargaining unit member is encouraged to, but shall not be required to, secure advance permission to use Personal Necessity Leave for the following reasons:

19.6.2.1 Death or serious illness of a member of their immediate family.

19.6.2.2 Accident, involving their person or property, or the person or property of a member of their immediate family.

19.6.2.3 Funeral of a relative or friend not living in household.

19.6.2.4 Maternal/Paternal - Birth of their child, or upon their adoption of a child. An additional ten (10) days of accrued accumulated sick leave may be utilized for adoptions which require the bargaining unit member to travel outside of the United States and the continent of North America.

19.6.2.5 Observance of a religious holiday or activity of their faith.

16.6.2.6 Personal Business.

19.6.3 A bargaining unit member shall attempt to give prior notification when using Personal Necessity Leave for the following reasons.

19.6.3.1 The presence of the bargaining unit member is required to deal with a matter which is not covered under District leave of absence regulations.

19.6.3.2 The matter cannot be dealt with outside of the bargaining unit member's working day.

19.7 Jury Duty

19.7.1 Leaves of absence shall be granted to bargaining unit members called for jury duty at full pay. Pay granted for such leave shall be the regular rate of pay less the amount paid as a jury fee – not including mileage or other expense reimbursement. Service on jury duty which involves being "on call" shall require the bargaining unit member to be present on site except for the time when actually in attendance at the courthouse.

19.8 Court Appearance

19.8.1 A paid leave of absence shall be granted a bargaining unit member to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about the by the connivance or misconduct of the bargaining

unit member.

19.9 Military

19.9.1 Bargaining unit members who are members of any reserve corps of the Armed Forces of the United States or the National Guard, or who are inducted, enlist, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided by the Military and Veterans Code. Bargaining unit members shall request that such service be scheduled to not interfere with the school year.

19.10 Sabbatical

19.10.1 The Board of Education may grant Sabbatical Leaves of absence for one (1) year or one (1) semester.

19.10.2 Sabbatical Leave may be granted for the following purposes: to engage in professional study, independent study, travel or research.

19.10.3 It is understood that such leave is granted not as a reward for work already performed but rather as an opportunity to prepare for improved service which will benefit the schools and pupils of the District.

19.10.4 A professional study or research leave is one during which the bargaining unit member pursues a program of a minimum of eight (8) units each semester, or the equivalent, in an accredited institute of higher learning. The course must relate to the present or prospective service of the bargaining unit member and preferably should qualify them for another credential or degree.

19.10.5 A study leave taken for the purpose of pursuing a program of independent study or research must be related to the present or prospective service and must be under the guidance of a sponsor authorized by the Sabbatical Leave Review Committee. This sponsor can be an institution of higher learning, the District, a foundation, or similar agency. The program must be at least equivalent in effort and content to the required units as outlined above. A complete plan for such study must be approved by the sponsor and filed with the original application for leave.

19.10.6 Applicants who desire to travel shall submit a detailed plan of the proposed travel and an explanation of how the travel will relate to the school work of said bargaining unit member.

19.10.7 Any change of plan must be requested in writing and approved in advance.

19.10.8 Sabbatical study should be performed during the period of leave. Special consideration may be given in instances where deviation seems desirable.

19.10.9 Eligibility for Sabbatical Leave

19.10.9.1 Any bargaining unit member is eligible to apply who has served the District for seven (7) consecutive years prior to their application in a full-time capacity and who agrees to abide by all the conditions.

19.10.9.1.1 Qualifying service shall be construed as seventy-five percent (75%) of the teaching days for each school year, except that a year in which the applicant has rendered some service but has failed to serve seventy-five percent (75%) of the teaching days, shall not be counted as an interruption of the seven (7) year consecutive period.

19.10.9.2 Sabbatical Leave shall not be considered for a bargaining unit member who shall have reached the age of sixty (60) before July 1st of the year in which their Sabbatical Leave would begin.

19.10.9.3 A health certificate shall be presented indicating that the applicant is in satisfactory physical condition to pursue their leave of absence program.

19.10.9.4 Applications for Sabbatical Leave

19.10.9.4.1 All applications for Sabbatical Leave shall be submitted on forms provided and shall include a full statement of the purpose and plans for use of such a leave.

19.10.9.4.2 Applications shall be submitted by March 1st prior to the school year leave is to be taken. Unusual circumstances will be considered by the Sabbatical Leave Review Committee.

19.10.10 Rate of Pay

19.10.10.1 Sabbatical Leaves may be granted for one (1) or two (2) semesters.

19.10.10.1.1 A bargaining unit member who is granted a leave for two (2) semesters shall receive fifty percent (50%) of their salary. A bargaining unit member awarded a leave for one semester may receive one hundred percent (100%) of their salary for that semester.

19.10.11 The applicant who has been granted Sabbatical Leave and has complied with the provisions under which such leave was granted will receive fifty percent (50%) of their regular salary for the period

of time for which the Sabbatical Leave was granted (except as noted above) computed on a monthly basis; however, the compensation for any employment accepted during Sabbatical Leave shall not exceed the difference between the regular salary the bargaining unit member would have received had they remained on duty and any other remuneration they might receive during the Sabbatical Leave year. The bargaining unit member may continue rendering any form of outside employment rendered concurrently with their regular service to the District provided there is no increase in such service.

19.10.12 Bond Required

19.10.12.1 The bargaining unit member shall furnish a bond indemnifying the District for the amount of Sabbatical Leave pay in the event they fail to render at least two (2) years of service in the employ of the District following their return from the Sabbatical Leave of absence.

19.10.13 Effect of injury or illness

19.10.13.1 In case of injury to or other illness of the bargaining unit member during leave which prevents them from completing the purpose of the leave, the Sabbatical Leave will be terminated and all provisions for sick leave will apply. If injury, illness, or death prevents the bargaining unit member from fulfilling their agreement to return to service in the District for at least two (2) years, no repaying of leave salary will be required.

19.10.14 Retirement

19.10.14.1 Sabbatical Leave shall count toward retirement and the retirement and annuity contributions shall be deducted from warrants in the usual manner.

19.10.15 Filing of Report on Study

19.10.15.1 Not later than the day on which they return to active service in the District, unless granted an extension by the Superintendent, the bargaining unit member who has taken Sabbatical Leave will file with the Superintendent a detailed report giving evidence that the program of study agreed upon has been carried out.

19.10.16 Return to Salary Schedule and Use of College Credits on Schedule

19.10.16.1 College credits earned during Sabbatical Leave may be utilized to meet the requirements for one (1) growth hurdle on the salary schedule and for change

of classification if the credits are in accordance with salary schedule requirements. The bargaining unit member's salary upon return to service will be in accordance with salary schedule regulations, with advancement computed as though the bargaining unit member were on regular duty.

19.10.17 Restrictions on Number Granted Sabbatical Leave and Expenditure Allowed

19.10.17.1 A maximum of sixty thousand dollars ($60,000) may be budgeted in any one (1) year for Sabbatical Leave salaries. Not more than ten (10) bargaining unit members shall be granted Sabbatical Leave during the same year. The Sabbatical Leave Review Committee shall approve applications based upon benefits to the District and recommend an appropriation to fund such leaves.

19.10.18 Other Details of Policy and/or Procedure

19.10.18.1 The Superintendent and the Sabbatical Leave Review Committee with the approval of the Board of Education are authorized to establish such further details of policy and procedures governing Sabbatical Leave as may be necessary from time to time.

19.10.19 Sabbatical Leave Review Committee

19.10.19.1 The Sabbatical Leave Review Committee consisting of the Superintendent or designee, one (1) School Board Member, Executive Director, Human Resources, two (2) elementary, one (1) middle, and two (2) high school bargaining unit members, and two (2) principals shall be appointed by the Superintendent and approved by the Board no later than November 1st of each year. Of the initial appointees one (1) principal and two (2) of the bargaining unit members shall serve a one (1) year term. Which members are to serve such one (1) year terms shall be decided by lot.

Subsequent terms of appointment for the bargaining unit members and principals shall be two (2) years. This committee will review all applications and make recommendations. It shall also be responsible for setting up criteria for the evaluation of all applications and circulating such criteria to each school by February 1st. Recommendations of this committee shall be submitted to the Board of Education for final decision.

19.11 Association Business

19.11.1 The Association may designate members to conduct business during school hours. An overall total of twenty-three (23) days of paid leave per year will be provided for this purpose.

19.11.2 No individual bargaining unit member shall use more than ten (10) days in a school year. Such days shall not include release time provided for processing grievances or negotiating. The Association shall reimburse the District for Association Business Leaves in an amount sufficient to pay for a substitute or temporary employee as appropriate.

19.12 Association President/Second Officer Leave

19.12.1 The Board shall grant, upon request, a paid leave to the President and a second officer of the Association's choosing during their term(s) of office. The Association shall reimburse the District for the actual amount of the President's and second officer's (if applicable) dental and vision benefits and the total salary and fixed costs of a Class I, Step 1 teacher for each released officer, including their respective California State Teachers' Retirement System (CalSTRS) contributions.

19.12.2 The District shall bill the Association for all costs related to Association Leave on a quarterly basis.

19.12.3 Upon completion of their terms in office, the Association President and second release officer (if applicable) shall be offered an assignment at their previous work sites provided that the assignment(s) have not been eliminated. An assignment shall be defined at the elementary level as either primary (K-3) or intermediate (4-5). A secondary assignment shall be defined as the department or core area previously assigned. The returning President and/or second release officer may decline this option and exercise involuntary transfer return rights (pursuant to Article 5 - Transfer) by selecting from the vacancy list prior to the first posting.

19.13 Professional Conference Leave

19.13.1 A bargaining unit member who is an officer of a state, regional or national education organization, which has the improvement of instruction or curriculum as its primary purpose or which is otherwise pertinent to the District's program, may be granted paid leave to attend meetings, conferences or conventions of such organizations with the approval of the Director of Certificated Personnel Services.

19.13.2 A bargaining unit member wishing to attend an educational conference may apply for paid leave to their principal, program administrator or appropriate Assistant/Associate Superintendent. Approval is contingent on availability of funds.

19.13.3 A bargaining unit member wishing to attend an educational conference may apply for a partial paid leave to their principal, program administrator, or appropriate Assistant Superintendent. If

approved, the bargaining unit member will receive the difference between their salary and the amount which would have been paid to a substitute at the basic substitute rate. Approval will not be unreasonably withheld.

19.14 Improvement of Health

19.14.1 Any bargaining unit member shall be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of not less than one (1) semester or more than one (1) year. The leave must be recommended by a physician in written form. A written statement from the physician certifying the bargaining unit member's ability to return to full- time service is required before reinstatement. The District shall grant an unpaid leave of absence to any bargaining unit member who has applied for a disability allowance from CalSTRS. This leave shall not extend thirty (30) days beyond the final determination of the disability allowance. If the bargaining unit member is determined to be eligible for the disability allowed by CalSTRS, such leave shall be extended for the term of the disability but not for more than thirty-nine (39) months from the date of notification of the determination.

19.15 Educational Improvement

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 April 15th.

19.16 Opportunity

19.16.1 The District shall grant to bargaining unit members an unpaid Opportunity Leave, upon request, for a full semester or a full school year.

19.17 Pregnancy & Maternity

19.17.1 The District shall grant, upon request, an unpaid leave of absence to a pregnant bargaining unit member prior to the beginning of the disability period of the pregnancy. The bargaining unit member may use sick leave when they have a disability caused or contributed to by pregnancy and recovery therefrom. If the bargaining unit member elects not to use sick leave, the request for Maternity Leave shall specify the beginning and end of the leave and the anticipated date of delivery as determined by a physician.

19.17.2 Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated like any other temporary disability and shall be covered by sick leave provisions. The length of disability shall be determined by the bargaining unit member and the bargaining unit member's medical advisor.

19.17.3 The Parties shall cooperatively develop a comprehensive packet describing pregnancy and maternity benefits provided under the Agreement and the law.

19.18 Parental Leave

19.18.1 A leave of absence shall be granted to a bargaining unit member without pay for the balance of the school year for the purpose of caring for any child entrusted to their care. Any extension of such leave shall be granted as provided in §19.2.6.

19.18.1.1 The District shall provide paid leave to bargaining unit member(s) for the purpose of caring for any child entrusted to their care, in accordance with the provisions of Education Code Section 44977.5. In order to qualify to receive differential pay under Education Code Section 44977.5 leave, bargaining unit members must first have exhausted all accumulated sick leave.

19.18.2 An employee may take leaves of absence up to a total of twelve (12) weeks as Parental Leave for the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee as follows:

19.18.2.1 When the employee has exhausted all available accrued sick leave, and continues to be absent from their duties on account of Parental Leave pursuant to the California Family Rights Act ("CFRA," Government Code Section 12945.2), the employee shall receive differential pay for the remaining portion of the twelve (12) work weeks of Parental Leave.

19.18.2.2 An employee is not required to have one thousand two hundred fifty (1,250) hours of service with the District during the previous twelve (12) month period in order to take Parental Leave under §19.18.

19.18.2.3 Parental Leave under §19.18 shall run concurrently with CFRA Leave and an employee may take up to a total of twelve (12) weeks of leave in a rolling twelve (12) month period. A rolling twelve (12) month period begins on the date an employee uses any Parental Leave. Each time an employee takes a Parental Leave, the remaining leave entitlement is any of the balance of the twelve (12) work weeks that has not been used during the preceding twelve (12) months.

19.18.2.4 An employee may elect not to exhaust their sick leave and receive the twelve (12) weeks of Parental Leave as unpaid leave for child bonding purposes under the

Family Care Leave provisions above, so long as the employee qualifies for such leave.

19.19 Political Leave

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 April 15th of the year preceding such return regardless of when the term ends.

19.20 General Leaves

19.20.1 A request by the bargaining unit member to be absent from regular duties for reasons other than those covered by this Agreement may be granted at the discretion of the Executive Director, Human Resources for occasions of an emergency nature or in instances of extraordinary circumstances. If the leave is granted, full deduction of salary, prorated on a daily rate shall be made.

19.21 Pre-Retirement Leave

19.21.1 A bargaining unit member who is at least fifty (50) years of age and has taught for at least twenty (20) years, the most recent ten (10) of which must have been in the District, shall be granted upon request an unpaid leave of absence for a maximum of five (5) years. The bargaining unit member may retain their insurance coverage as provided in Employee Benefits, §16.6. At the end of the five (5) year period, the bargaining unit member shall retire. Resignation may occur before the end of the five (5) year leave. If the bargaining unit member desires to return to employment before the end of the five (5) year period, they may do so with District approval.

19.22 Layoff Leave

19.22.1 Bargaining unit members who are laid off shall be entitled to two (2) days of paid leave in order to seek new employment opportunities. Notice shall be given by the laid off bargaining unit member to the District prior to the use of these days.

19.23 Family Care Leave

19.23.1 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 Section 12945.2 and subsequent regulations adopted by the California Civil Rights Department.

19.24 Catastrophic Sick Leave Bank

The Parties have established a Catastrophic Sick Leave Bank (CSLB or Bank) for permanent, active bargaining unit members. The maximum number of days the Bank may contain during any one year shall be limited to no more

than fifty (50) days more than the number of teachers currently enrolled in the Bank. Annually, during September, bargaining unit members shall be asked if they wish to participate in the Bank. However, eligible bargaining unit members may join the Bank at any time subject to the limitations in §19.24.2 (c). In order to participate, an eligible bargaining unit member need not have any remaining banked sick leave days on the first required work day, since annual sick leave days are not credited until the August pay warrant. The maximum annual contribution, if any, shall be set by the CSLB Committee (Committee), but in no event greater than one (1) day, or the fraction of a day necessary to maintain the Bank at the minimum level. The minimum level shall be defined as the point at which the number of days in the Bank drops to one-half (1/2) of the number of bargaining unit members enrolled in the Bank. For example, if the current year membership in the Bank is 1,500 and the number of days in the Bank drops to 750, the Committee would set a contribution of one-half (1/2) additional day of sick leave to maintain current members' eligibility in the Bank, and to ensure that the Bank is replenished to the point that the total number of days in the Bank is equal to the current number of Bank members. The maximum lifetime withdrawal by any one bargaining unit member shall be seventy-five (75) days. Rules of the program shall be developed by the Committee using a consensus model. The Committee shall be made up of two (2) members appointed by the Association and one (1) member appointed by the District. Approval of applications for withdrawals is vested solely in the Committee and shall be determined by majority vote.

19.24.1 Catastrophic Leave Days

a. For the purposes of this section, a "day" shall be any day a bargaining unit member is expected to be on duty during the regular school year, as determined by the terms of the Agreement.

b. Days in the Bank shall accumulate from year to year, not to exceed fifty (50) days more than the number of bargaining unit members currently enrolled in the Bank.

c. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.

19.24.2 Eligibility and Contributions

a. All permanent bargaining unit members on active duty with the District are eligible to contribute to the Bank, subject to the conditions set forth in §19.24 above.

b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

c. Bargaining unit members who elect not to join the Bank upon first becoming eligible have a waiting period of thirty (30)

calendar days after joining the Bank, before becoming eligible to withdraw from the Bank. Newly eligible bargaining unit members who enroll in the Bank from the first work day of the school year through September 30th of that same school year shall not be subject to a waiting period.

d. The contribution, on the appropriate form, shall be authorized by the bargaining unit member and continued from year to year until canceled by the bargaining unit member.

e. Cancellation occurs automatically whenever a bargaining unit member fails to make, if required, their annual contribution to assessment. Cancellation on the proper form may be effected at any time. The bargaining unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the bargaining unit member or Bank effects cancellation.

f. Contributions shall be made during the month of September of each year. Bargaining unit members returning from extended leave, which included the enrollment period, will be permitted to contribute within thirty (30) calendar days of returning to or beginning work. District shall supply enrollment forms for the Bank to all qualified bargaining unit members and to those bargaining unit members returning from leave.

g. The annual rate of contribution by each participating bargaining unit member for each school year shall be determined by the Committee provided, however, the minimum contribution to join the bank shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code Section 44043.5.

h. Bargaining unit members are eligible to use leave for the Bank for their own catastrophic illness or injury only and shall not be entitled to use the leave to care for sick family members and dependents.

19.24.3 Withdrawal From the Bank

a. Bank participants whose sick leave benefits are exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that seriously incapacitates the bargaining unit member for more than ten (10) consecutive duty days and may include, but not be limited to: Traumatic brain injuries, stroke, effects of HIV, heart ailments, paralysis, etc. Stress shall not be deemed a catastrophic illness under this Article; however, physical manifestations of stress may qualify as catastrophic illness,

pending a medical review by a physician of the Committee's choice and at the bargaining unit member's expense, per §19.24.3 (g). If a reoccurrence or a second illness or injury incapacitates a bargaining unit member within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive days.

b. Bargaining unit members who have exhausted their accrued sick leave, but still have differential leave available are eligible for a withdrawal from the Bank. The District shall pay the bargaining unit member full pay and the Bank shall be charged one-half (1/2) day per paid day. Bargaining unit members receiving income protection benefits shall be eligible for their daily rate of pay, and the Bank shall be considered a secondary payer. CSLB leave is not intended to extend the five (5) school months of extended leave allotted bargaining unit members pursuant to Education Code section 44977. Rather, deductions from the bank shall run concurrently with the five (5) school months allotted by Education Code Section 44977.

c. The first ten (10) days of illness or disability must be covered by the bargaining unit member's own sick leave, differential leave, or leave without pay the first time said bargaining unit member qualifies for a withdrawal from the Bank. For subsequent withdrawals within the twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the bargaining unit member's own sick leave, differential leave, or leave without pay.

d. If a bargaining unit member is incapacitated, applications may be submitted to the Committee by the participant's legal agent or member of the bargaining unit member's immediate family.

e. Withdrawals from the Bank shall be granted in units of no more than twenty (20) duty days. Bargaining unit members may submit requests for extensions of withdrawals as their grants expire. A bargaining unit member's maximum withdrawal from the Bank shall not exceed seventy-five (75) days for the employee's lifetime of employment.

f. Bargaining unit members applying to withdraw or extend their withdrawal from the Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Committee members shall keep information regarding the nature of the illness confidential. Notwithstanding the requirement to maintain the confidentiality of information relative to the nature of a bargaining unit member's illness, there shall be no penalty to

the Committee or to the District for unintentional disclosures of such information.

g. If a bargaining unit member has drawn twenty (20) CSLB leave days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice and at the bargaining unit member's expense. The Committee shall choose only a physician who qualifies under a District CalPERS offered insurance policy. Refusal to submit to the medical review will terminate the bargaining unit member's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal.

h. CSLB Leave may not be used for illness or disability which qualifies the bargaining unit member for Workers' Compensation benefits unless the bargaining unit member has exhausted all temporary Workers' Compensation Leave, their own sick leave, and provided further that the bargaining unit member signs over any Workers' Compensation checks for temporary benefits to the District. If there are any Workers' Compensation checks signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment is equivalent to a regular day of pay at the negotiated rate for that bargaining unit member. If the District challenges the Workers' Compensation claim, the bargaining unit member may draw from the Bank but, upon settlement of the claim, if the claim shall be determined to be valid, the Bank shall be proportionately reimbursed the days by the District.

i. If the Bank does not have sufficient days to fund a withdrawal request, neither the Committee nor the District is under obligation to provide days. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the bargaining unit member, in writing, of the reason for the denial.

j. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in previous stated sections, whichever is greater.

k. Unless specifically allowed by statute, employees shall not be entitled to accrue sick or personal leave during the time they are using leave from the Bank.

19.24.4 Administration of the Bank

a. The Association appointed members of the Committee shall have the responsibility of maintaining the records of the Bank and the District shall be responsible for verifying the validity of

requests, such as ensuring that applicant has a note on file confirming that they are under a physician's care and are unable to work. The Association shall cover the cost of release time provided for the Association appointed Committee members to fulfill the requirements outlined in this section.

b. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve or disapprove all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability, assuming, of course, that all illnesses or injuries for which leave is requested are catastrophic.

c. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.

d. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.

e. By October 15th of each school year, the Committee shall determine the following:

    i. The total number of accumulated days in the Bank on June 30th of the previous school year.

    ii. The number of days contributed by bargaining unit members for the current year.

    iii. The names of contributing bargaining unit members.

f. Twice annually, the District shall provide the following:

    i. The names of any additional bargaining unit members who have joined.

    ii. The names of any bargaining unit members who have cancelled participation.

    iii. The total number of days in the Bank at the end of the semester.

    iv. The total number of days added to the Bank by new participants.

    v. The total number of days awarded during the previous semester and to whom they were awarded.

g. Any unresolved dispute between Committee and the District regarding accounting of CSLB Leave days shall be submitted to representatives of the Association and the District for resolution.

h. If the Bank is terminated for any reason, the leave days

remaining shall be returned to the then current members of the Bank, proportionately. Provisions of this Article are to be reviewed annually by the CSLB Committee and any suggested revisions submitted to the Association and the District for negotiations.

i. In the event that circumstances arise that are not covered by the guidelines of this document, the Committee reserves the right to make decisions.

j. The provisions of this Article shall not be subject to the grievance procedures.

* The Parties agree to update the Maternity Pamphlet (Appendix M) to reflect current law.

* The Parties agree to update Agreement language in Article 19 – Leaves, and any other relevant article(s) to reflect recent changes in the law regarding maternal/paternal bonding leaves, California Family Rights Act (CFRA) leave, Family Medical Leave Act (FMLA) leave, using accumulated sick leave to care for a family member, etc.

* A link will be provided to the District's website which will have information on how each type of leave can be utilized.

ARTICLE 20

SPECIAL EDUCATION

20.1 Special Day Classes

20.1.1 No Special Day Class (SDC) teacher shall be assigned any student whose disabilities require instructional services, as determined by the IEP team, other than those for which the bargaining unit member is credentialed and qualified through training or experience to provide.

20.2 Resource Specialist Service

20.2.1 The Resource Specialist component of Special Education shall be implemented as follows:

20.2.1.1 Selection

20.2.1.1.1 Applicants for the position of Resource Specialist who are currently employed in the District shall be given preference over outside candidates where the applicants have been determined by the selection process to be equally qualified. Representatives of the general education classroom bargaining unit members and other support certificated staff shall be involved in the selection process for the Resource Specialist(s), provided volunteers are available within three (3) work days.

20.2.2 Allocation

20.2.2.1 Resource Specialists shall be allocated in accordance with Education Code Section 56000 et seq. However, no school shall have less than one (1) half-time Resource Specialist. Should it become necessary to assign one (1) Resource Specialist to two (2) sites, the assignment shall be filled first by volunteers, or, if there are none, in accordance with the Transfer provisions of this Agreement. If a Resource Specialist's full-time position is restored at their original site within the same year as they were assigned to multiple sites, they shall be entitled to return to the full-time position at the original site.

20.2.2.2 Elementary Resource Specialists who are assigned to “Hybrid RSP/IIST” positions and who have room on their caseload may serve the number of RTI students indicated on the RSP/IIST workload protection MOU, attached as Appendix N. Total RTI students served per week shall not exceed the number indicated on the "IIST and/or Hybrid

RSP/IIST Weekly Workload Limit Chart" (Appendix N (1)).

20.2.3 Coordination/Training

20.2.3.1 Implementation of an IEP within a general education classroom bargaining unit member's classroom shall be done under the direction of the classroom bargaining unit member in coordination with the Resource Specialist and the IEP. team.

20.2.3.2 Special Education teachers with less than two (2) years of experience as a teacher of Special Education students will receive District-provided training on writing IEPs, conducting IEP meetings and on the use of the District's Special Education Information System (SEIS) software. Such training shall take place within the first thirty (30) days of employment and shall be scheduled on a regular work day within required site time.

20.3 Other Special Education Programs

20.3.1 Teachers in all other Special Education Programs shall not be required to provide RTI services to Non-Special Education students in addition to their assignment as a full or part-time Special Education teacher.

20.4 Individual Education Program Scheduling

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

20.5 Assistant Services to Special Education Teachers

20.5.1 Resource Specialists with a caseload, as defined in §6.3, Class Size and Caseloads for Special Education, at more than one (1) site shall be allocated assistant services at each site served, not necessarily on a full-time basis.

20.5.2 Each Special Education teacher utilizing the services of one (1) or more assistant(s) shall, at their request, insofar as is practicable, participate in an advisory capacity with the appropriate administrator in the selection of the assistant(s) to serve in said bargaining unit member's class.

20.5.3 Special Education teachers shall be responsible for providing leadership and direction to assistants assigned to them in matters related to the classroom, insofar as such direction is not in conflict with that of the principal or program administrator.

20.5.4 Each bargaining unit member utilizing the services of an assistant

may submit annually a written assessment of assistant services in their classroom and make recommendations for appropriate training and/or in-service to the supervising administrator. Incorporation of such assessment into the formal evaluation of the assistant shall be at the discretion of the supervising administrator.

20.5.5 In the event that a bargaining unit member feels additional support is needed to address ongoing student needs, refer to §6.1.16.

20.6 Extended Year Program

20.6.1 Bargaining unit members employed full-time in Extended Year Summer Program for Special Education shall be paid in accordance with the summer school program as specified in §14.5.2.

20.6.2 Anticipated extended year summer school vacancies shall be posted at each school no later than April 15th. The selection process for extended year positions shall be in accord with Article 26, Summer School.

20.6.3 Tentative extended year summer school assignments shall be made no later than May 15th.

20.6.4 Notification of assignment to extended year summer school shall be in writing and shall include the tentative location of the assignment.

20.6.5 No bargaining unit member shall be required to teach extended year summer school. However, once a bargaining unit member agrees to teach extended year, the District shall not cancel that employment unless actual student participation is insufficient to maintain a class size average of eleven (11) based on a student census taken no later than the fifth (5th) instructional day.

20.6.6 No employment shall be canceled after the fifth (5th) instructional day. If a bargaining unit member's employment is canceled during the first five (5) work days, or the first six (6) work days where the first five (5) instructional days are preceded by a work day, the bargaining unit member shall be paid for each day worked plus one (1) additional day.

20.7 504 Process

20.7.1 The District shall provide and distribute to all bargaining unit members a District developed handbook on procedures associated with the 504 process.

ARTICLE 21

TEACHERS ON SPECIAL ASSIGNMENT

21.1 Definition

21.1.1 A Teacher on Special Assignment (TOSA) shall be defined as meeting the following criteria:

21.1.1.1 Is released from an assignment where they are the teacher of record, in order to support bargaining unit members who provide instruction.

21.1.1.2 Is not a position created specifically to provide meaningful work for an unassigned bargaining unit member pending availability of regular assignment.

21.2 TOSA Vacancies

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

21.3 TOSA Selection Process

21.3.1 Teachers shall be selected for TOSA eligibility per the procedures outlined in Article 13, §13.7 - §13.7.4. Any bargaining unit member who is released from their regular assignment for more than twenty percent (20%) of their work day and whose job duties include peer mentoring, coaching, and/or support, shall be vetted through the TOSA selection process. This twenty percent (20%) threshold shall not apply to teachers who are released to facilitate WASC reviews or whose job assignment includes a release period to coordinate a given program, e.g., AVID, ELL Coordinator, PBIS Coordinator.

21.3.2 To facilitate the terms of the TOSA selection process, a list of all current TOSAs, as well as teachers who have been approved for assignment as a TOSA, will be provided to the Association annually. This list shall include the name, worksite location(s), job title and funding source for each teacher currently assigned/eligible for TOSA service, and the number of year(s) remaining on their three (3) year eligibility term.

21.4 Per-Diem Pay Limitation for TOSAs / TISP Mentors

21.4.1 Up to ten (10) days pay at per-diem shall be provided to TOSAs and TISP Mentors who plan and/or provide training, workshops or other professional development on non-work days or after work hours.

21.4.1.1 Work on special projects to support the work of the coaching model shall also be eligible for per-diem pay, up to the ten (10) maximum days allowed per school year, provided such work takes place on non-work days, or after

work hours, and that written approval has been granted by the appropriate supervising administrator prior to the work being performed.

21.4.1.2 All work performed at the per-diem rate shall be logged documenting the dates and hours spent, including a description of the work completed, and submitted to the appropriate supervisor, who will submit the log to the Instructional Support Office for approval.

21.4.1.3 Once ten (10) days at per-diem pay have been exhausted, TOSAs or TISP Mentors who are authorized to plan, or present professional development on non-work days shall be paid at the Certificated Hourly Rate, per §14.5.1.

21.4.1.4 No TISP Mentor or TOSA shall be assigned mandatory conference attendance on a non-work day; however, TISP Mentors or TOSAs who choose to attend a District- offered conference on a non-work day shall be paid at the Certificated Hourly Rate, per §14.5.1.

21.4.1.4.1 Classroom teachers who receive a TOSA stipend shall not be eligible for per-diem pay in excess of their annual 185-day work year.

21.4.1.5 TOSAs or TISP Mentors who attend District-approved conferences or trainings for which the District covers expenses (e.g., travel, lodging and meals) shall not be entitled to compensation for time spent attending such conferences or trainings, or for travel time to or from an approved conference or training.

ARTICLE 22

RETIREMENT PLANS & RETIREE HEALTH/DENTAL BENEFITS

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

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

22.1.1 Application for this program must be made to the Human Resources Office by February 15th in the year previous to the school year in which the bargaining unit member intends to participate in the program. In January, the Director of Human Resources, or their designee will hold an informational meeting to review §22.1 if positions are available or being added for the next year.

22.1.2 A form contract as shown in Appendix D shall be used. Any change in this form shall be approved by the District and the Association. Individual contracts will be agreed between the bargaining unit member and the District.

22.1.3 To be eligible the bargaining unit member must be fifty-five (55) years of age, and shall have had a minimum of ten (10) years employment in the District, the most recent five (5) years of which must be on a full-time basis.

22.1.4 The minimum of the equivalent of half-time service may be exceeded upon the mutual consent of the bargaining unit member and the District.

22.1.5 Beginning in the spring of 1999, the District will allow up to twenty (20) bargaining unit members to participate in the program, although it shall not be required to grant this full number. Limits on participation shall not affect bargaining unit members in the program at the time the limitations become effective.

22.1.6 Those entering the program for the first time shall do so on the basis of District seniority.

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

22.1.8 At the end of the maximum ten (10) year part-time employment period the bargaining unit member is required to submit a resignation. Resignation may occur before the end of the ten (10) year period.

22.1.9 Revision or termination of the program will not modify the status of personnel who entered the program prior to the effective dates of such revision or termination.

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

22.1.11 Salaries and preparation periods of secondary classroom bargaining unit members will be based on the normal teaching load of a full-time bargaining unit member as follows:

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

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

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

22.2 Early Retirement Plans

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

22.2.1.1 Early-Out Plan (Education Code Section 24203)

22.2.1.1.1 This program is designed for employees who have thirty plus (30+) years of service in California. Under this program the retiree's allowance is reduced by one-quarter (1/4) of one percent (1%) for each month under age fifty-five (55), and by one-half (1/2) of one percent (1%) per month for each month under age sixty (60).

22.2.1.2 Limited Term Reductions (Education Code Section 24211)

22.2.1.2.1 This program is designed for employees who desire to retire prior to age sixty (60). The program reduces the allowance by half for a limited amount of time. The employee would receive a full allowance when the reduced amount paid for after age sixty (60) equals the amount prior to age sixty (60).

22.2.2 Savings Clause

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

stating that such plans are available to employees.

22.3 Post-Retirement Contract for Service

22.3.1 This program provides for payment of eligible retirees on a contract-for-service basis to complete or work toward completion of a project of value to the District.

22.3.2 Committee

22.3.2.1 A joint committee of four (4) bargaining unit members chosen by the Association and four (4) representatives of the Board shall be appointed each year no later than February 1st to perform these tasks set forth below.

22.3.3 Procedure

22.3.3.1 All projects proposed for Post-Retirement Contracts shall be submitted to the committee by the last day of February. All eligible bargaining unit members who may be interested in potential projects shall also submit their names to the committee by the last day of February. The committee shall review the projects, interview interested prospective retirees, and determine which projects they will recommend for acceptance and which employee(s) shall implement these projects. The committee shall mutually determine with the employee the length of the contract, the amount of the stipend, and the number of days to be served. In consultation with appropriate management personnel, the committee and the applicant shall agree on the name of the appropriate administrator to supervise the work of the participant. The designation of supervisor shall be subject to approval by the Superintendent or designee. Final committee recommendations on all projects must be sent in writing to each employee applying to the committee no later than April 15th. Projects recommended by the committee for implementation the following year shall be presented to the Board of Education for action no later than May 1st and shall be acted upon by the Board no later than the first regular meeting in May. A written appeal, or a written notice of intent to appeal by appearance before the Board when they make their decision, must be sent prior to the meeting of the Board to act on the committee's recommendation.

22.3.4 Implementation

22.3.4.1 A certificated person must have a minimum of ten (10) years of service in the District in a position requiring certification. A year of service is defined as working seventy-five percent (75%) of the days required by their contract of employment.

22.3.4.2 In order to be eligible to participate as an independent contractor, the participant must actually retire from the District. However, the participant shall not be required to submit their retirement until after the Board has acted upon their proposal contract.

22.3.4.3 The retiring employee shall be at least age fifty-five (55) at the time of retirement.

22.3.4.4 The participant shall serve from ten to fifty (10-50) days per school year as provided in the individual's contract. Scheduling of those days shall be mutually agreed upon between the participant and the supervisor. In unusual circumstances the Superintendent may waive the ten to fifty (10-50) day requirement depending upon the work products required.

22.3.4.5 The stipend shall range from one thousand dollars ($1,000) to five thousand dollars ($5,000) per year depending upon the nature of the mutually acceptable agreement.

22.3.4.6 Once the Board approves the contract, the retiree is responsible for the work activity and/or products as specified. in the contract under the supervision by the designated administrator.

22.3.4.7 Projects may be proposed by the Board, potential participants, the Association, bargaining unit members, or by management but are subject, individually, to approval by the committee described in §22.3.2 and §22.3.3 and by the Board.

22.3.4.8 Any multi-year agreement shall be subject to annual evaluation by the designated supervisor of the work activity and/or project as described in written agreement. Such evaluations shall not be arbitrary or capricious and shall give specific reasons for any unsatisfactory conclusions. A copy of each evaluation must be given to the participant. The Board may elect to discontinue the contract for the following year only upon such recommendation by the supervisor based on their unsatisfactory evaluation.

22.3.4.9 Duration of participation by one (1) individual shall be determined by the committee.

22.3.4.10 Criteria to be used by the committee for evaluating the stipend and potential contribution to the District shall include one (1) or more of the following:

22.3.4.10.1 Demonstrated leadership in District, school

and/or professional organizations.

22.3.4.10.1 Publications

22.3.4.10.1 Nomination by peers

22.3.4.10.1 Actual verified previous experience in the special field of contribution.

22.3.4.10.1 Experience in teaching the aspects or content

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

22.3.4.11.1 Staff development (such as):

22.3.4.11.1.1 Curriculum/instruction in specific discipline(s)

22.3.4.11.1.2 General management methods

22.3.4.11.1.3 Contract management methods

22.3.4.11.1.4 Improving effectiveness of aides

22.3.4.12.1 Direct services (such as):

22.3.4.12.1.1 Clinical

22.3.4.12.1.2 Committee (E.A.S., S.A.T.)

22.3.4.12.1.3 Compliance reviews (such as):

22.3.4.12.1.3.1 504 sites, facilities, programs

22.3.4.12.1.3.2 94-142

22.3.4.13.1 Planning (such as):

22.3.4.13.1.1.1 Sites and their use - equipment control, materials, dispersal, inventory control

22.3.4.13.1.1.2 Trends - population/demographics

22.3.4.13.1.1.3 Programs

22.3.4.13.1.1.4 Vo-Ed

22.3.4.13.1.1.5 Environmental Education

22.3.4.13.1.1.6 Curriculum development

22.3.4.13.1.1.7 Material development for Instructional Materials Services

22.3.4.13.1.1.8 Demonstration teaching

22.3.4.13.1.1.9 Updating and revision of employee handbooks

22.3.4.13.1.1.10 Assisting in the development of in-service program

22.3.4.13.1.1.11 Updating and revision of other school district publications (Volunteer Aide Handbook, Noon Supervisor Handbook, Learning Center Instructional Assistant Handbook, Substitute Teacher Handbook, etc.)

22.3.4.13.1.1.12 Helping with staffing programs

22.3.4.13.1.1.13 Analysis of testing data

22.3.4.13.1.1.14 Updating and revision of school policies

and regulations
22.3.4.13.1.1.15 Project writing
22.3.4.13.1.1.16 Project evaluation
22.3.4.13.1.1.17 Tutoring
22.3.4.13.1.1.18 Retirement counselor
22.3.4.13.1.1.19. Coordinator of volunteers
22.3.4.13.1.1.20. School Attendance Review Board
22.3.4.13.1.1.21. Child Welfare and Attendance

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

22.3.4.15 The decision of the joint committee shall not be subject to the grievance procedure but shall be subject to appeal to the Board.

22.4 Retiree Medical/Dental Benefits

22.4.1 Medical and Dental Benefits for a Spouse or Eligible Dependent

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

22.4.1.2 Retiree Medical and Dental Benefits Vesting Period

Effective January 1st, 2012, new hires, in order to be eligible for retiree medical and dental benefits, must have worked at the District in a certificated position for at least five (5) years prior to retirement, and must be eligible to retire. Bargaining unit members who have met the five (5)-year vesting period and who retire during the term of an approved leave, shall retain eligibility for retirement medical and

dental benefits, per the terms and conditions of the expired July 1st, 2010 - June 30th, 2011 Agreement. Eligibility for Retiree Medical/Dental benefits under this section shall be subject to requirements/conditions imposed by carriers, per §22.7.1 of the expired July 1st, 2010 - June 30th, 2011 Agreement.

22.5 CalPERS Payment

22.5.1 The District's medical benefit allocation for each eligible retiree electing to be covered will be the minimum employer contribution (hereafter "MEC") rate for CalPERS per retiree per month as required by SB 1464 and set forth in the Government Code. In addition, the District will contribute to each retiree who qualifies under §22.4.1, on an individual basis an amount which, when added to the MEC set forth in this section, will cover the medical plans as provided in §22.4.1, to the extent more specifically set forth in §22.5.2 below.

22.5.2 The District's medical benefit allocation for each retiree, in addition to the MEC set forth in §22.5.1 above, shall be as follows:

22.5.2.1 **Current Retirees (as of July 1st, 2004):** The District shall continue to contribute an amount which when added to the amount set forth in §22.5.1 (the MEC), will provide a total monthly contribution equal to the highest premium at each tier of coverage for HMO plans offered by CalPERS, to be adjusted annually for the term of the Agreement.

22.5.2.2 **Employees Who Retire On or BEFORE June 30th, 2007:** As to all employees who retire on or before June 30th, 2007, the District shall continue to contribute an amount which, when added to the amount set forth in §22.5.1 (the MEC), will provide a total monthly contribution equal to the highest premium at each tier of coverage for HMO plans offered by CalPERS to be adjusted annually for the term of the Agreement.

22.5.2.3 **Employees Who Retire On or AFTER July 1st, 2007:** As to all employees who retire on or after July 1st, 2007, the District shall contribute an amount which, when added to the amount set forth in §22.5.1 (the MEC), will provide a total monthly contribution equal to the following:

•**Retirees in Kaiser Service Areas:** The rate for HMO coverage under the CalPERS Kaiser Plan, adjusted annually for the term of the Agreement, **UNLESS** the retiree's primary residence is outside a Kaiser service area as defined by Kaiser pursuant to §22.7.1.

•**Retirees Outside Kaiser Service Areas:** The retiree

shall provide sufficient written proof to the District that the retiree's primary residence is outside a Kaiser service area as defined by Kaiser pursuant to §22.7.1. Upon receipt and verification of such documented proof, the District shall continue to contribute an amount which, when added to the amount set forth in §22.5.1 (the MEC), will provide a total monthly contribution up to the highest premium at each tier of coverage for HMO plans offered by CalPERS, to be adjusted annually for the term of the Agreement. This shall be the District's maximum contribution amount; if the retiree's medical plan is less than this amount, the District shall contribute this lower amount.

•**Change of Residence/Medical Plan After Retirement:** Every retiree shall be responsible for notifying the District in writing of a change in primary residence that would impact the District's maximum contribution as set forth above (e.g., moving to, or outside of a Kaiser service area as defined above and/or moving to a different medical plan if outside of a Kaiser service area). Retirees who change primary residence shall be eligible to change their medical plan coverage as permitted by CalPERS pursuant to §22.7.1. However, the District shall automatically adjust its contribution level, as provided above when the employee changes primary residence and is eligible for a change in coverage as permitted by CalPERS pursuant to §22.7.1, in accordance with the provisions set forth above, regardless of whether the retiree changes medical coverage.

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

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

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

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

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

22.5.2.7 The District will continue to pay the cost of dental insurance, subject to the requirements of §22.4.1.1, adjusted annually for the term of the Agreement.

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

22.6 Benefits for Retirees Who Retire After Age 63

22.6.1 Retirees who retire after the fiscal year in which they turn age sixty-three (63) shall be provided District paid medical coverage through the month prior to which they turn age sixty-five (65) (pursuant to §22.5, above). This benefit applies to the employee only.

22.7 Requirements/Conditions Imposed by Carriers

22.7.1 The benefits provided under §22.4 (Retiree Medical/Dental Benefits) shall be subject to any requirements or conditions which may be imposed by the carrier and/or provider.

ARTICLE 23

PERSONNEL FILES

23.1 Inspection of Files

23.1.1 Every bargaining unit member shall have the right to inspect and obtain copies of materials in the personnel file upon request, provided that the inspection is made at a time when such bargaining unit member is not actually required to render service to the District.

23.1.2 Upon written authorization by the bargaining unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such bargaining unit member's personnel file.

23.2 Placement of Materials in the Personnel File

23.2.1 Any person who places written or digital material or drafts written or digital material for placement in a bargaining unit member's personnel file shall sign the material and signify the date on which material was drafted. All District-generated materials placed in a personnel file shall include the date that the material was sent to the employee. Bargaining unit members who submit materials to the District that are necessary to include in their personnel file shall be offered, and upon request, be provided a copy of date stamped materials.

23.2.2 If the information to be placed in the personnel file is of a derogatory nature, it shall not be entered in the personnel file unless and until the bargaining unit member is given the opportunity to review the material and attach thereto their own comments. That review shall take place during the school day and the bargaining unit member shall be released from duty without loss of compensation for that purpose.

23.3 Appropriate Locations

23.3.1 Human Resources Office

23.3.1.1 The District shall maintain the official file in the Human Resources Department at the Dent Center.

23.3.2 Principal's File

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

23.3.2.1.1 Copies of observations and evaluations;

23.3.2.1.2 Notes relative to verbal concerns, letters of warning and signed formal complaints which have been conveyed or communicated to the employee. These documents shall be retained

for up to two (2) years unless another incident occurs within a progressive discipline context, in which case this time frame shall commence with the latest incident;

23.3.2.1.3 Any material of a positive nature; and

23.3.2.1.4 Correspondence personally addressed to the specific employee.

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

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

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

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

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

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

23.4.4 In the event the District receives a valid subpoena, court order, or Public Records Act request requiring disclosure of such material, the District shall immediately notify the bargaining unit member and the Association. The District shall immediately transmit a copy of the subpoena, court order, or Public Records Act request to the affected employee at the employee's last address of record. Disclosure of such material upon receipt by the District of a valid subpoena, court order, or Public Records Act request shall only be released by the District's Associate General Counsel, and only after the affected employee has

been provided the copy. Unless legal timelines cannot be followed otherwise, the District shall not disclose any of these materials until after the employee has received their copy of the subpoena, court order, or Public Records Act request.

23.5 Complaints

23.5.1 Any formal complaint or criticism (other than of a criminal act indicating a need for investigation) concerning a bargaining unit member shall be brought to the attention of the bargaining unit member involved in a timely manner provided the administrator decides that action is warranted. A copy of the complaint, in writing, shall be provided to the bargaining unit member.

23.5.2 If requested by the bargaining unit member and deemed appropriate by the administrator, a conference shall be scheduled among the bargaining unit member, the administrator, and the person making the complaint or criticism. The bargaining unit member shall at their option have representation at any conference.

23.5.3 If the principal denies a bargaining unit member's request for a conference with the person making a complaint, the principal shall provide the bargaining unit member with a denial in writing and the reason(s) for it upon written request of the bargaining unit member. That response shall be made within two (2) work days of the request.

23.5.4 No written report or entry in a bargaining unit member's personnel file will be made based on a complaint or criticism if the bargaining unit member has requested a conference, the principal/program administrator agrees, but the person making the complaint refuses.

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

ARTICLE 24
EFFECTS OF LAYOFF

24.1 Definition

24.1.1 A layoff, for the purposes of this Article, shall be an involuntary separation from service of a probationary employee or permanent certificated employee in accordance with Education Code Section 44955. Bargaining unit members to be laid off shall be notified in accordance with the procedures provided for such notice in the Education Code. This section shall not be subject to Article 3 of this Agreement.

24.2 Offers of Reemployment

24.2.1 Offers of reemployment shall be in reverse order of layoff in accordance with the Education Code.

24.3 Seniority

24.3.1 Before a Board decision to lay off is made, the District shall provide a current seniority list to the Association.

24.4 Notification

24.4.1 A copy of the Board approved layoff resolution and a list of affected bargaining unit members' names and extent of reduction (1.0 FTE or less) shall be made available to the Association within ten (10) school days following the Board decision to lay off.

24.5 Dental Care

24.5.1 In addition to the benefits provided in §16.8 (i.e., COBRA) the District agrees to allow each bargaining unit member actually laid off at the end of the school year to continue on the existing District dental plan at no cost to the bargaining unit member for a period not to exceed two (2) months from the end of the bargaining unit member's contract.

24.6 Bargaining Rights

24.6.1 The Association reserves the right in the future to bargain the impact (effects) of District layoffs upon bargaining unit members.

24.7 Layoff Leave

24.7.1 As provided in Article 19, §19.22, bargaining unit members who are laid off shall be entitled to two (2) days of paid leave in order to seek new employment opportunities. Notice shall be given by the laid off bargaining unit member to the District prior to the use of these days.

24.8 Retraining

24.8.1 Where it is determined by the District that retraining is necessary, Association representatives shall meet with the Executive Director, Human Resources to develop an appropriate program.

ARTICLE 25
PROFESSIONAL DEVELOPMENT ADVISORY COMMITTEE

25.0 Purpose of the Committee

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

25.1 The Professional Development Advisory Committee shall offer professional growth opportunities to bargaining unit members so they might assume responsibility for their own professional development and be consistent with the District's goals for student outcomes.

25.1.1 The Professional Development Advisory Committee shall prioritize identifying and publicizing high quality professional development opportunities focused on the District's LCAP goals

25.1.2 The Professional Development Advisory Committee shall surface, and promote high quality professional development (PD) related to any new software or technology adoption and/or roll out. The District shall seek evaluation input regarding these PD offerings, and shall consider that input to inform future use of the software or technology.

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

25.3 Credit for salary schedule movement shall be on increments of half (1/2) or full units. To qualify for a half (1/2) unit of credit the professional growth activity must consist of seven and one-half (7.5) hours of actual classroom attendance, virtual classroom attendance, and/or assigned learning time or assigned activities. A full unit must consist of fifteen (15) hours of actual classroom attendance, virtual classroom attendance, and/or assigned learning time / activities.

25.4 Professional Development Advisory Committee Membership

25.4.1 The Professional Development Advisory Committee shall be composed of three (3) Association representatives - one from elementary, and one from secondary, and the Association's Professional Development Advisory Committee Chairperson. The District shall appoint three (3) representatives to the Committee, one of whom shall be the Executive Director or Chief, Instructional Support.

25.4.2 The Professional Development Advisory Committee shall select its own chair.

25.4.3 Decisions shall be made by consensus where possible. Should a vote be required, action must be taken on an affirmative vote of at least four (4) members.

25.4.4 The Professional Development Advisory Committee shall hold its first meeting each year by the 20th work day.

ARTICLE 26

SUMMER SCHOOL

Selection Process

26.1 No later than April 15th, a list of all available summer school positions shall be issued by the Human Resources Department and posted at each site. Each position shall indicate subjects and/or grade level to be taught.

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

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

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

26.4 Summer school pay is addressed in §14.5.2.1.

26.5 Bargaining unit members working summer school shall receive one (1) full additional sick day (of equal length and weight to the ten (10) provided annually through statute.)

ARTICLE 27

DISCIPLINE SHORT OF DISMISSAL

27.1 The District shall have the right to suspend an employee without pay for just cause and according to the principles of progressive discipline. The Parties agree that progressive discipline means the level of discipline should be tailored to fit the severity of the infraction; therefore, a serious infraction can result in the imposition of a higher level of discipline without the requirement for preceding lesser forms of discipline.

27.2 The District may not withhold pay from a suspended employee until either the time limit for the filing of a grievance over the suspension ends without the employee filing a grievance, or the appropriateness of the suspension is upheld through the grievance process. This in no way limits the right of the District to suspend an employee immediately pursuant to this Article.

27.3 The maximum length of any one such suspension shall be fifteen (15) working days, provided, however, that this shall not limit the District's right to impose a suspension without pay of less than fifteen (15) working days.

27.4 The District shall notify the employee (and the Association upon written request of the employee) of its intention to suspend. This notice shall contain a specific statement of the act(s) or infraction(s) upon which the proposed suspension is based, and a statement of the employee’s right to appeal the proposed suspension through the grievance procedure. All information or proceedings regarding any actual or proposed suspension shall be kept confidential by the Parties.

27.5 Suspensions without pay shall not reduce or deprive the bargaining unit member of health and welfare benefits.

27.6 This Article shall not apply to the imposition of discipline pursuant to the provisions of Education Code sections 44939, 44940 and 44942.

ARTICLE 28

FACULTY ADVISORY COUNCIL/FACULTY SENATE

28.1 The Parties agree to the following in the interest of fostering both good communication and mutual efforts aimed at enhancing the common good of the school or program:

28.1.1 When the majority of the bargaining unit members at a site or in a program elect to form a Faculty Advisory Council/Faculty Senate, representatives shall be elected by a majority of the bargaining unit members at said site or program. The principal/administrator shall meet with such representatives about all appropriate matters which the Faculty Advisory Council/Faculty Senate proposes.

28.1.2 The agenda for the above-mentioned meeting shall be provided to the principal/administrator at least one (1) day before each scheduled meeting. The principal/administrator will be permitted to place items on the agenda of such a meeting.

ARTICLE 29

ACADEMIC FREEDOM

29.1 Academic freedom shall be guaranteed to teachers in the study, investigation, presentation, and interpretation of the facts and ideas insofar as such facts and ideas reflect state and local prescribed courses of study.

29.2 Such academic freedom shall be subject to standards of professional responsibility with due regard for the maturity level of the students, laws of the State of California, and the Board's policies and regulations.

ARTICLE 30

VIRTUAL LEARNING PROGRAM

30.1 Virtual Learning Program Overview

30.1.1 The following instructional requirements will be implemented regarding the Virtual Learning Program:

Grade Span	Virtual Live Whole Class Instruction	Virtual Live Small Group Instruction
TK-5 grade *Virtual Learning Program*	**3.0 hours daily**	**30 min daily (i.e., ELD for those who require ELD, 1-1 or small group for non ELD students)**

30.1.2 "Virtual Live Whole Class Instruction" means direct live instruction between the pupil and the certificated teacher.

30.2 Work day

30.2.1 The work day for the bargaining unit members in the Virtual Learning Program shall be the same length as other bargaining unit members working at the same level / in the same job classification.

30.3 Work site

30.3.1 TK-5 Virtual Learning program bargaining unit members will work from their assigned District site each day.

30.3.2 All bargaining unit members in these programs who are reassigned to sites shall qualify for the release time or pay in §4.1.7 and §4.1.7.1.

30.3.3 All Virtual Learning Teachers shall have their own assigned classroom / office / workspace at a District site.

30.3.3.1 If a Virtual Learning Teacher is assigned an office or workspace that is in the same room as other people:

30.3.3.1.1 they shall have at least fifty (50) square feet of space for their exclusive use.

30.3.3.1.2 the District shall provide them with a desk and a filing cabinet or a cabinet that locks.

30.3.3.1.3 their desk shall be at least six (6) feet from any other desks in the room.

30.3.3.1.4 upon request, Virtual Learning Teachers shall be provided up to three (3) cubicle walls of at least fifty-two (52) inches in height. These walls will be provided within a reasonable

amount of time.

30.3.3.1.5 the District shall provide a noise canceling headset/microphone set that functions with their District computer.

30.4 Daily schedules for Horizons bargaining unit members

30.4.1 TK-5 Virtual Learning Teachers will:

- Work four hundred fifteen (415) minutes per day.
- Provide one hundred eighty (180) minutes of Virtual Live Whole Class Instruction.
- In TK and Kindergarten: Assign twenty (20) minutes per day of asynchronous assignments.
- In grades 1-3: Assign one hundred (100) minutes per day of asynchronous assignments.
- In grades 4-5: Assign one hundred twenty (120) minutes per day of asynchronous assignments.
- Be responsible for all of the duties listed in the Classroom Teacher job description.
- The virtual schedule must meet minimum instructional time requirements:
    - TK & K 36,000 minutes
    - 1–3 50,400 minutes
    - 4–8 54,000 minutes
- Sixty (60) minutes of prep per day.
- Thirty (30)-minute duty free lunch per day.

30.4.2 The rest of the bargaining unit member's work day shall be time beyond minimum instructional minutes, which is addressed in §30.4.4.

30.4.3 Bargaining unit members will establish an academic weekly school schedule/calendar that is compliant with the daily schedule guidelines in §30.4.1. Bargaining unit members will share the weekly schedule for the year with the site administrator and families/guardians by the third (3rd) student day of the school year. Bargaining unit members shall work with administrators when the schedules require amendments.

30.4.4 Per §9.1, bargaining unit members shall, at their discretion, use the time in their bell schedule beyond the minimum instructional minutes listed above for the following: progress monitoring, grading, small group instruction, meetings, home instruction curriculum alignment, trainings, collaborating with peers, employing re-engagement strategies, developing assessments – both informal and formal, virtual learning preparation, professional development, IEPs, 504s, SSTs, CARE, and/or communicating with families / family contact.

30.5.1 Site meetings for all bargaining unit members in the Virtual Learning Program shall comply with the language in §9.2.1.1.

30.6.1 The District shall provide appropriate grade level and subject level online curriculum for each grade and course subject. The teacher has the ability to incorporate independent learning strategies the same as they would do in a classroom setting while they remain online. Teachers may have students in breakout rooms, one-on-one, or whole-group as normally determined by the teacher.

30.7.1 While teaching virtually, it is expected that the Virtual Teacher will have their camera on while teaching and supporting students. As is the case in a brick-and-mortar classroom setting, students will be instructed not to record the instruction. Students, and parents of students participating virtually, will be informed that recordings of the teacher/classroom are not permitted, and this includes teacher/parent conferences.

30.8.1 The District shall provide to any bargaining unit member new to being a Virtual Learning Teacher in the District professional development on how to effectively use Google Classroom and how to access online curriculum content.

30.9.1 The District shall provide each Virtual Learning Teacher with a District computer that can run video conferencing software and all programs and online programs / applications that are part of their curriculum and a second monitor that functions with their computer. The computer will have a working microphone and webcam. The District shall ensure that all provided District computers can access the District network through hard wire and wireless connections. The District shall provide each Virtual Learning Teacher a document camera (e.g., Elmo) and a District Chromebook similar to those distributed to students. It is the Virtual Learning Teacher's responsibility to request any other needed equipment and/or support from the Virtual Learning Administrator.

30.10.1 The District shall ensure that all Virtual Learning students have District-provided technology and reliable internet access. The District shall ensure that all staff have adequate technical support, and to ensure that bargaining unit members do not need to perform technical support for students or families. The email and direct phone number or extension where staff can receive technical support shall be provided to Virtual Learning Teachers.

30.11.1 Virtual Learning Teachers will use online programs (e.g., Seesaw or Google Classroom).

30.12.1 Virtual Learning Teachers may need to provide materials in print for their students and/or instructional materials. When this unique material need arises, the District shall provide access to the

instructional materials. The Virtual Learning Teacher and school site administrator and/or their designee shall work collaboratively to decide a reasonable and appropriate production timeline and delivery method.

30.13.1 The Virtual Learning Program will follow all accommodations and modifications specified in student IEPs and 504 plans as required by law, and Virtual Learning Teachers will participate in meetings to develop and revise these plans.

30.14.1 Virtual Learning Teachers are responsible for other professional duties as identified in the Agreement which include SSTs, CARE Team Meetings, IEP meetings, staff and District meetings, Back-to-School Night, and Open House.

30.15.1 The Independent Study Administrator shall be responsible for program orientation.

30.16.1 Class size shall be limited to twenty-nine (29). This does not constitute an alternatively bargained agreement under the terms of Education Code Section 51745.6.

30.16.2 The District shall take all possible steps to avoid combination classes in K-5. Beginning in the 2026-2027 school year, if the total enrollment in the District's Virtual Learning Program surpasses fifty (50), the Parties will meet and negotiate terms related to compensation for teaching three (3) grade levels. Under no circumstances shall a K-5 program elementary class have four (4) or more grade levels.

30.16.3 When a student is moved from one Virtual Learning Teacher to another the procedure will include the following:

30.16.3.1. The administration will inform all impacted bargaining unit members of the move at least twenty-four (24) hours before the move.

30.17.1 In the Virtual Learning Program, Special Education service providers, including but not limited to, Resource Specialists, and Speech & Language Pathologists, will provide push-in and pull-out virtual and online support in accordance with the child's IEP.

30.18.1 The District will ensure supervision and delivery of content is provided to students whose teacher is on leave for any period of time through the use of substitute teachers, administrators, and other District support staff. If any bargaining unit member volunteers to substitute/cover for another bargaining unit member they shall receive any and all applicable pay outlined in this Agreement, including in §9.8.2 and §9.8.3

30.19 Transfer into Virtual Learning

30.19.1 Following all applicable credentialing requirements, staff will be employed in the Virtual Learning Program as follows:

30.19.1.1 If there is a need to reduce employees at the Virtual Learning Program through the involuntary transfer process, employees with a qualifying ADA disability and for whom virtual work is determined by the District to be a reasonable accommodation shall be considered last for involuntary transfer and then transferred, if necessary, by seniority as a separate and distinct group of employees.

30.19.1.2 If there are Virtual Learning Program vacancies, first priority will be bargaining unit members with a qualifying ADA disability where virtual learning is determined by the District to be a reasonable accommodation given to those employees who meet the legal definition of having (or are regarded as having) a disability according to the Americans with Disabilities Act (ADA) and/or the California Fair Employment and Housing Act (FEHA).

30.19.1.2.1 In the event two (2) or more bargaining unit members with reasonable accommodation needs with appropriate credentials apply for the transfer, the member with the highest seniority will be transferred to the Virtual Learning Program. Ties in seniority will be broken via a lottery which will be conducted by the Chief of Human Resources and the Association President.

30.19.1.2.2 Immediately upon creation of any position in the Virtual Learning Program, Human Resources will publicize those positions via email to all bargaining unit members.

30.19.2 After bargaining unit members with reasonable accommodation needs have been placed, and if there are still vacant Virtual Learning Program positions, these positions shall be made available to all bargaining unit members with appropriate credentials via the voluntary transfer process in Article 5.

30.19.3 No bargaining unit member may be involuntarily transferred into a Virtual Learning Program position.

30.20.1 Virtual Learning Program Teachers shall be evaluated by the Virtual Learning Program administrator.

ARTICLE 31
ADULT EDUCATION

- The following Articles of the Agreement shall apply, in whole, to Adult Education Teachers and Adult Education Coordinators:
    - 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
    - Article 29 – Academic Freedom
- The following Articles of the Agreement shall not apply, in whole, to Adult Education Teachers and Adult Education Coordinators:
    - Article 5 – Transfer
    - Article 8 – Job Share Program
    - 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
    - Article 30 – Virtual Learning Program
- In this Agreement, “Adult Education Teacher” means an Adult Education Teacher in a position requiring a credential.

31.1 Agreement - General Terms

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

31.1.1 For Adult Education Coordinators, "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 Education term under the terms of this Agreement.

31.1.2 “Student day” means any day of student instruction during a regular Adult Education school year.

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

31.1.4 “Work Year” shall be defined in §31.7 of this Article.

31.1.5 Full-time Adult Education Coordinators are those assigned to work forty (40) hours per week.

31.1.6 Full-time Adult Education Teachers are those assigned to work at least thirty (30) hours per week and at least one thousand fifty (1050) hours per year.

31.1.7 Part-time Adult Education Teachers are those assigned to work less than thirty (30) hours per week and less than one thousand fifty (1050) hours per year.

31.1.7.1 Part-time Adult Education Teachers assigned to work eighteen (18) hours or less per week are temporary employees as defined in Education Code Section 44929.25.

31.1.8 Probationary bargaining unit member means a bargaining unit member in their first two (2) years of employment in which the bargaining unit member is working at least seventy-five percent (75%) of the hours constituting a full-time equivalent position. This number is seven hundred eighty-seven and one half (787.5) hours per year.

31.1.9 Permanent bargaining unit member means a bargaining unit member who has worked more than eighteen (18) hours per week for at least seventy-five percent (75%) of the regular Adult Education school year for the last two (2) consecutive school years, and is beginning their third consecutive year with the Adult Education program.

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 in which permanent status was obtained, as provided in Education Code Section 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 Should a tenured bargaining unit member who resigns be reemployed by the District within thirty-nine (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.

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

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 Education Code Section 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 bargaining unit members in the Adult Education program is noted in Article 2 – Organizational Security / Association Rights.

31.3 Grievance Procedure

31.3.1 Article 3 - Grievance Procedure shall apply to bargaining unit members covered by this Article, except that all references therein to "day(s)" or "work day(s)" shall be defined to mean a day in the "regular Adult Education school year" as defined in §31.1.3. All time limits herein shall consist of work days, including those that are submitted on or after May 1st.

31.3.2 Temporary, part-time bargaining 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 §31.4.5, provided, however, that any remedy for such a violation shall not include reinstatement or reemployment.

31.4 Assignment

31.4.1 No less than thirty (30) 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, unless the class is shortened or cancelled according to §31.4.4.3.

31.4.2 Assignments are contingent upon adequate class attendance, available funding, and other conditions defined by the District. Bargaining unit members shall receive their tentative assignments not less than two (2) weeks before the first student day of each class.

31.4.2.1 For Adult Education Teachers in the English as a Second Language (ESL) Program, the tentative assignment shall include no more than three (3) levels; a definite assignment shall be given within two (2) work days of the completion of placement assessments.

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

31.4.2.3 Section 31.4.2.1 and §31.4.2.2 above shall not apply to Family Literacy classes.

31.4.3 Tentative assignments shall be made by the site administrator based on the following conditions:

31.4.3.1 A vacancy or potential need actually exists.

31.4.3.2 The bargaining unit member is properly credentialed for that position.

31.4.3.3 The bargaining unit member 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.

31.4.4 Posting Position Vacancies

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

31.4.4.1.2 The title of the position.

31.4.4.1.3 The necessary credentials required for the position.

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

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

31.4.4.2 Bargaining Unit Member Applicants: All bargaining unit member applicants who meet the minimum qualifications for a position shall be screened for interviews.

31.4.4.3 Adult Education 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.

31.4.5 Temporary Bargaining Unit Member Termination: When a temporary bargaining unit member is to be terminated because of unsatisfactory performance, the bargaining unit member shall be notified in writing. This notice shall be given not 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 - Transfer does not apply to bargaining unit members covered by this Article.

31.6 Class Size

31.6.1 Factors for Determining Class Size

In determining class size, the administration and Adult Education 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 Education 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 Adult Education 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. 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.

31.6.4 Review and Adjustment

Class sizes and enrollment thresholds shall be reviewed periodically by the administration and Adult Education 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.

31.6.5 Workday Flexibility for Adult Education Coordinators

31.6.5.1 Adult Education Coordinators may flex their work days 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) work days required of Adult Education Coordinators may be performed in full or partial-day increments over the course of the school 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) work days.

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

31.7.1 The Adult Education administration will consult with an Adult Education Coordinator from each program area prior to presenting the school year 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 two hundred thirty (230) work days and will include the student instructional days.

31.7.2.1 By June 1st of each year, each Adult Education Coordinator will provide a work calendar for the subsequent school year to administration. The work calendar will indicate two hundred thirty (230) work days and eighteen (18) non-work days.

31.7.2.1.1 Work calendars can vary based on the program(s) supported by the Adult Education Coordinator. If the student instructional year is longer than two hundred thirty (230) days, 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) student instruction days and may vary by program. Bargaining unit members who work at least one thousand fifty (1050) hours per school year shall earn one (1.0) year of CalSTRS service credit. Bargaining unit members working fewer than one thousand fifty (1050) hours in one (1.0) school year shall receive a proportional amount of CalSTRS service credit.

31.7.3.1 For programs that require a specific number of hours to complete an industry recognized certificate/certification, the Adult Education Teachers regular work year calendar may contain additional potential “make up” work days in the event of unanticipated school closures.

31.8 Job Share Program

Article 8 - Job Share Program does not apply to bargaining unit members covered by this Article.

31.9 Hours

31.9.1 Full-time Adult Education Teachers work at least thirty (30) hours per week or one thousand fifty (1050) hours per year.

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

31.9.2.1 The daily work schedule for the year will be determined by mutual agreement between the Adult Education Coordinator and administration by June 1st for the subsequent school year.

31.9.3 Adult Education Coordinators and full-time Adult Education Teachers are entitled to a thirty (30) minute duty free unpaid lunch period.

31.9.4 Preparation Periods
The Parties agree to maintain the status quo regarding prep time.

31.10 Safety

Article 10 – Safety shall apply to bargaining unit members covered by this Article except for §10.5, §10.7, §10.8, and §10.9 and all subsections therein.

31.11 Evaluation

Only probationary and permanent (but not temporary) bargaining unit members who work in Adult Education shall be evaluated.

31.11.1 Adult Education Program Standards

31.11.1.1 The basis for the evaluation of bargaining unit members in the Adult Education program 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 bargaining unit members.

31.11.3.2 To improve the performance of certificated bargaining unit members 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 bargaining unit members is a continuing process. Certificated employees 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 bargaining unit members will be evaluated annually according to Standard Evaluation Procedures.

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 (2) Standards. After consultation, the evaluatee and the evaluator shall each select one (1) 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 (2) or three (3) 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 bargaining 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 of the evaluator, but only that the evaluatee has read it and has had the opportunity to respond in writing.

31.11.6.4 Bargaining Unit Member Response

31.11.6.4.1 A bargaining unit member shall be given an opportunity to prepare written comment on both the interim and final evaluation. Such written comment shall be attached to the

report and placed with it in the bargaining 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.

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 31st between the evaluator and evaluatee for the purpose of selecting Standards to be evaluated, types of required evaluation data in §31.11.7.2, 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 of Human Resources for a decision in writing within five (5) work days. In no event shall a bargaining unit member be required to be evaluated on more than three (3) Standards in any one (1) year.

31.11.7.4 Observations

31.11.7.4.1 A bargaining 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 bargaining 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 bargaining unit member within ten (10) work days of their occurrence. The bargaining 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 bargaining 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 bargaining unit members. The Interim Evaluation Conference and Interim Evaluation Form are to be completed by December 10th.

31.11.7.5.2 For permanent bargaining unit members, an Interim Evaluation Conference and a completed Interim Evaluation Form are required only if requested by either the evaluatee or evaluator. The lnterim 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 Bargaining 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 bargaining 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 bargaining unit member will identify two (2) of the Standards to be evaluated.

31.11.8.2.2 The bargaining unit member will present to the Principal/designee their plan to demonstrate proficiency for the two (2) Standards selected. Under this plan, an evaluatee can do a research project, demonstration lesson, developed unit plan, or other self-directed inquiry, etc., provided the bargaining 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 bargaining 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 §31.11 of 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 failed to sufficiently demonstrate proficiency for the standards selected, the Principal/designee may return the evaluatee 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 bargaining 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 Bargaining unit members employed on or before October 1st shall be subject to all preceding provisions of §31.11.

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

Special Timelines:

Announcement	Fifth day after assignment begins.
Initial Conference	Complete prior to thirty (30) days after assignment begins.
Interim Evaluation	Bargaining unit members hired prior to December 1st, 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 - Teacher Induction Support Program does not apply to bargaining unit members covered by this Article.

31.13 Peer Assistance Review

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

31.14 Salary

31.14.1 Salary Increases

31.14.1.1 Effective July 1, 2025, the Adult Education Teacher and Adult Education Coordinator hourly rates shall be

increased by thirty percent (30%). 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.

31.14.2 Effective July 1, 2025, bargaining unit members who teach in Adult Education in hourly positions shall receive the hourly rate of pay listed on the Adult Education Teacher and Adult Education Coordinator hourly rates schedule in Appendix A, per hour, computed to the nearest quarter hour. Beginning July 1, 2026, this amount shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.

31.14.2.1 Step 1 is for those with fewer than 1050 hours teaching.

31.14.2.2 Step 2 is for those with between 1050 and 2099 hours teaching.

31.14.2.3 Step 3 is for those with between 2100 and 3149 hours teaching.

31.14.2.4 Step 4 is for those with 3150 or more hours teaching.

31.14.3 Effective upon ratification by the Association and approval by the Board of Education, 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.

31.14.4 Effective July 1, 2025, the salary schedule for Adult Education Coordinators is included on the Adult Education Teacher and Adult Education Coordinator hourly rates schedule in Appendix A. Beginning July 1, 2026, this amount shall increase by the same percentage increase applied to the salary schedule, if any, moving forward.

31.14.4.1 Step 1 is for those with fewer than 1840 hours as Coordinators.

31.14.4.2 Step 2 is for those with between 1840 and 3679 hours as Coordinators.

31.14.4.3 Step 3 is for those with between 3680 and 5519 hours as Coordinators.

31.14.4.4 Step 4 is for those with between 5520 and 7359 hours as Coordinators.

31.14.4.5 Step 5 is for those with 7360 or more hours as Coordinators.

31.15 Payment for Non-Teaching Duties

Article 15 - Payment for Non-Teaching Duties does not apply to bargaining unit members covered by this Article.

31.16 Benefits

31.16.1 Effective the first of the month following ratification by the Association and approval by the Board of Education, §16.1 also applies to all bargaining unit members who work in Adult Education.

31.16.2 Effective the first of the month following ratification by the Association and approval by the Board of Education, §16.2.1.2 shall apply to all bargaining unit members who work in Adult Education. For Adult Education Coordinators, 0.5 FTE is twenty (20) hours per week. For Adult Education Teachers, 0.5 FTE is twenty (20) hours of instruction per week.

31.17 Property Damage

Article 17 – Property Damage shall apply to bargaining unit members covered by this Article.

31.18 Travel

Article 18 – Travel shall apply to bargaining unit members covered by this Article.

31.19 Leaves of Absence

31.19.1 Types of Leaves

31.19.1.1 Leaves of absence provided in this Agreement for bargaining unit members in the Adult Education program shall fall into the following categories:

31.19.1.1.1 Leaves of absence with pay and District-paid fringe benefits. The following leaves of absence with pay are provided:

31.19.1.1.1.1 Sick Leave (§31.19.3)
31.19.1.1.1.2 Industrial Accident or Illness (§31.19.4)
31.19.1.1.1.3 Bereavement (§31.19.5)

31.19.1.1.1.4 Personal Necessity (§31.19.6)
31.19.1.1.1.5 Jury Duty (§31.19.7)
31.19.1.1.1.6 Court Appearance (§31.19.8)
31.19.1.1.1.7 Military (§31.19.9)
31.19.1.1.1.8 Association Business (§31.19.11 & 31.19.12)
31.19.1.1.1.9 Layoff Leave (§31.19.22)
31.19.1.1.1.10 Professional Conference Leave (§31.19.13)
31.19.1.1.1.11 Pregnancy & Maternity (§31.19.17)

31.19.1.1.2 The following leaves of absence without pay are provided:

31.19.1.1.2.1 Improvement of Health (§31.19.14)
31.19.1.1.2.2 Educational Improvement (§31.19.15)
31.19.1.1.2.3 Opportunity (§31.19.16)
31.19.1.1.2.4 Pregnancy & Maternity (§31.19.17)
31.19.1.1.2.5 Parental (§31.19.18)
31.19.1.1.2.6 Political (§31.19.19)
31.19.1.1.2.7 General (§31.19.20)
31.19.1.1.2.8 Pre-retirement Leave (§31.19.21)
31.19.1.1.2.9 Family Care Leave (§31.19.23)

31.19.1.2 A bargaining unit member may elect to continue medical, dental, and vision coverage while on unpaid leave as provided in Article 16, §16.6. A bargaining unit member may elect to continue medical coverage while on a paid leave as provided in Article 16, §16.6.

31.19.2 General Policies Governing Leaves of Absence

31.19.2.1 No leave will be considered an interruption in continuity of service.

31.19.2.2 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.

31.19.2.3 The Parties shall maintain a list of temporary employees hired to fill the assignment of bargaining unit members on leave pursuant to this section.

31.19.2.4 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 if the bargaining unit member has been employed by the District for at least one (1) school year.

31.19.2.5 Requests for leave must be submitted to the Human Resources Office on the appropriate form. With agreement of the District, a bargaining unit member may return from leave prior to the previously stated return date.

31.19.2.5.1 Any forms used for requesting or reporting leaves must be mutually agreed upon by the District and the Association.

31.19.2.5.2 The District reserves the right to require verification of absences if the number of absences becomes excessive or has an identified pattern.

31.19.2.5.3 Verification of the cause of absence and/or the bargaining unit member's fitness to return to work by a licensed physician or recognized practitioner of a church must be presented before allowing payment for six (6) or more consecutive days of absence due to illness or accident.

31.19.2.6 A one (1) year unpaid leave shall be extended for a second year provided that the Human Resources 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 (1) year leave. With agreement of the Human Resources Office, a bargaining unit member may be granted a leave extension requested fewer than six (6) weeks before the start of the Adult Education 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 percent (75%) of the hours constituting a full-time equivalent position. This number is seven hundred eighty-seven and one half (787.5) hours (see §31.1.6, §31.1.8, and §31.1.9).

31.19.2.7 A bargaining unit member need not be granted an Improvement of Health, Educational Improvement, Opportunity, or Parental Leave if that bargaining unit member is under active consideration for a disciplinary termination at the time the request for leave is made. If a request for such leave is denied due to a pending disciplinary termination, the bargaining unit member shall be so informed in writing of the denial and the reason therefor within one (1) week from the date of the receipt of the request.

31.19.2.8 When a leave is granted, the recipient has a contractual obligation to the District to utilize the leave period for the purpose specified.

31.19.2.9 Retirement credit shall not be earned for any leave of absence without pay. The bargaining unit member on leave of absence with pay shall earn retirement credit in accordance with the Education Code.

31.19.2.10 A bargaining 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 Adult Education term preceding the requested leave. With agreement of the Executive Director of Human Resources or designee, a bargaining unit member may be granted such leave requested fewer than six (6) weeks before the start of the Adult Education term. Once requested, the leave must be taken unless otherwise agreed by the bargaining unit member and the District.

31.19.2.11 The District shall attempt to establish and maintain a list of qualified substitutes for bargaining unit positions.

31.19.2.12 Adult Education Teachers shall not be required to substitute for other bargaining unit members.

31.19.3 Sick Leave Accrual

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

31.19.3.1.1 Bargaining unit members whose primary assignment is outside of Adult Education shall earn sick leave hours for working in the Adult Education program separate from earnings based on Article 19, §19.3. 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 §19.3 shall be used only for work under §19.3.

31.19.3.2 Full Time Adult Education Coordinators earn eight (8) hours of sick leave per month provided they work seventy-five percent (75%) of their work days in any given month.

31.19.3.2.1 Adult Education Coordinators working less than eight (8) hours per day will earn a prorated amount of sick leave

each month provided they work seventy-five percent (75%) of their assigned work days in any given month.

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

31.19.3.4 Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated like any other temporary disability and shall be covered by sick leave provisions. The length of disability shall be determined by the bargaining unit member and their medical advisor. Each pregnant bargaining unit member shall be entitled, upon request, to an unpaid leave of absence as provided in §31.19.17 (Pregnancy & Maternity Leave), in addition to or in place of sick leave.

31.19.3.5 Effective January 1, 1999 the District shall comply with the provisions of Education Code Section 44977 and Education Code Section 44978.1. In summary these sections provide for the following:

31.19.3.5.1 After all accumulated sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the bargaining unit member shall receive the difference between their own salary and the amount which was**,** or would have been paid to a substitute, had one been employed, up to a total of five (5) school months in accordance with the regular daily and long-term substitute teacher rates, without regard to the experience schedule and retiree schedule as delineated in Appendix L.

31.19.3.5.2 Sick leave, including accumulated sick leave, and the five (5) month period shall run consecutively.

31.19.3.5.3 An employee shall not be provided more than one (1) five (5) month period per illness or accident. However, if a school year terminates before the five (5) month period is exhausted, the employee may take the balance of the five (5) month period in a subsequent school year.

31.19.3.5.4 An employee who is placed on a twenty-four (24) month or thirty-nine (39) month reemployment list pursuant to Education Code Section 44978.1 may request an "Improvement of Health" Leave pursuant to §31.19.14 of this Article. This leave may be extended pursuant to §31.19.2.6.

31.19.3.5.5 Return rights from an Improvement of Health Leave shall be consistent with the Agreement (e.g., §31.19.2.2 and §31.19.3.5.6).

31.19.3.5.6 The period of time spent on an Improvement of Health Leave shall run concurrently with time spent on a twenty-four (24) month or thirty-nine (39) month reemployment list.

31.19.3.5.7 If an employee is medically able to return to their duties after they have exhausted their Improvement of Health Leave, but prior to being released from employment (e.g., expiration of the twenty-four (24) month or thirty-nine (39) month reemployment list) the employee shall be returned to the next available vacancy for which they are credentialed and qualified.

31.19.3.5.7.1 If more than one (1) vacancy exists, the Executive Director of Human Resources or designee shall solicit from the employee their preference.

31.19.3.5.7.2 The Executive Director of Human Resources or designee shall discuss the placement with the principals at the schools identified as a preference. If deemed appropriate by the Executive Director of Human Resources or designee, an interview may be scheduled at one (1) or more of the schools.

31.19.3.5.7.3 It is desirable that the bargaining unit member be placed in an assignment that maximizes the possibility of their success. Therefore, the Executive Director of Human Resources or designee will continue to work with the bargaining unit member and the principal to ensure a mutually satisfactory and agreeable placement.

31.19.3.5.7.4 If it becomes necessary, the Executive Director of Human Resources or designee shall make the final placement.

31.19.3.6 Unused sick leave days shall be transferred pursuant to Education Code Section 44979 when a bargaining unit member transfers to another district.

31.19.4 Industrial Accident or Illness

31.19.4.1 Allowable leave for industrial accidents and illnesses shall be for a maximum of sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District in any one (1) fiscal year of the same accident.

31.19.4.2 Allowable leave for industrial accident or illness shall not be accumulated from year to year.

31.19.4.3 Industrial Accident or Illness Leave shall commence on the first day of absence.

31.19.4.4 When a bargaining unit member is absent from their duties on account of any industrial accident or illness, they shall be paid such portion of the salary due them for any month in which the absence occurs as, when added to this temporary Workers' Compensation benefit, will result in payment to the bargaining unit member of not more than their full salary.

31.19.4.5 Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

31.19.4.6 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due them for the same illness or injury.

31.19.4.7 Upon termination of the sixty (60) days of Industrial Accident or Illness Leave and if the bargaining unit member is not medically able to return to work, they shall be entitled to sick leave, and for the purposes of each of these sections, their absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the bargaining unit member continues to receive temporary Workers' Compensation benefits, they may elect to take as much of their accumulated sick leave which, when added to their temporary Workers' Compensation benefits, will result in a payment to them of not more than their full salary.

31.19.4.8 During any paid leave of absence, the bargaining unit member shall endorse to the District the temporary Workers' Compensation checks received on account of their industrial accident or illness. The District, in turn, shall issue the bargaining unit member appropriate salary warrants for payment of their salary and shall deduct normal retirement and other authorized contributions.

31.19.4.9 The bargaining unit member shall qualify for the provisions of this policy when they assume a regular position with the District.

31.19.4.10 A bargaining unit member requesting or claiming leave of absence for an industrial accident or illness is required to provide a doctor's statement verifying that they are unable to fulfill their regular duties because of the injury or illness.

31.19.4.11 A bargaining unit member returning to their position from an Industrial Accident or Illness Leave, granted under the provisions of this policy, is required to submit a doctor's statement verifying that they are able to resume the responsibilities of their position in accordance with legal standards.

31.19.5 Bereavement

31.19.5.1 A bargaining unit member shall be granted up to a maximum of four (4) days leave on full pay with no deduction of sick leave in the event of death of a member of the immediate family or five (5) days if travel beyond two hundred (200) miles one-way is required, or ten (10) days if travel beyond the continental United States is required. A bargaining unit member may elect to use as additional Bereavement Leave all or a portion of the ten (10) days of personal necessity leave. For purposes of this section, "immediate family" includes dependents of bargaining unit members who have qualified for coverage under the CalPERS Health Program (Article 16), as well as those included in Article 1, §1.2.4.

31.19.6 Personal Necessity

31.19.6.1 Personal Necessity Leave shall be limited to circumstances serious in nature which the employee cannot reasonably be expected to disregard, as opposed to leaves taken at employee choice such as vacation or recreation activities. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time. Every

bargaining unit member shall be entitled to use ten (10) days of their paid sick leave allotment during each school year in case of personal necessity. Upon request, the District may extend the annual use of Personal Necessity Leave beyond ten (10) days in exceptional circumstances. Request for such extension of Personal Necessity Leave shall be reviewed on a case by case basis; however, the granting of additional Personal Necessity Leave shall be equitably applied to all bargaining unit members. In cases where the District has concerns regarding a Personal Necessity Leave extension, the Executive Director of Human Resources or designee shall consult with Association leadership. Such extension of Personal Necessity Leave shall not be granted for use under §31.19.6.1.1, but may be used for situations including, but not limited to, those outlined in §31.19.6.2.

31.19.6.1.1 Discretionary Days

Up to five (5) days of personal necessity may be utilized at the discretion of individual bargaining unit members each school year ("Discretionary Days"). Bargaining unit members shall give their supervisor three (3) school days advance notice of their intention to use Discretionary Days. Such notice shall be tendered, in writing, and Discretionary Days shall also be entered into the District's substitute notification system at least three (3) school days prior to utilization. Such Discretionary Days shall be included in the allotted ten (10) days of Personal Necessity Leave which may be used during each school year.

31.19.6.2 A bargaining unit member is encouraged to, but shall not be required to, secure advance permission to use Personal Necessity Leave for the following reasons:

31.19.6.2.1 Death or serious illness of a member of their immediate family.

31.19.6.2.2 Accident, involving their person or property, or the person or property of a member of their immediate family.

31.19.6.2.3 Funeral of a relative or friend not living in household.

31.19.6.2.4 Maternal/Paternal - Birth of their child, or upon their adoption of a child. An additional ten (10) days of accrued accumulated sick leave may be utilized for adoptions which require the bargaining unit member to

travel outside of the United States and the continent of North America.

31.19.6.2.5 Observance of a religious holiday or activity of their faith.

31.16.6.2.6 Personal Business.

31.19.6.3 A bargaining unit member shall attempt to give prior notification when using Personal Necessity Leave for the following reasons.

31.19.6.3.1 The presence of the bargaining unit member is required to deal with a matter which is not covered under District leave of absence regulations.

31.19.6.3.2 The matter cannot be dealt with outside of the bargaining unit member's working day.

31.19.7 Jury Duty

31.19.7.1 Leaves of absence shall be granted to bargaining unit members called for jury duty at full pay. Pay granted for such leave shall be the regular rate of pay less the amount paid as a jury fee – not including mileage or other expense reimbursement. Service on jury duty which involves being "on call" shall require the bargaining unit member to be present on site except for the time when actually in attendance at the courthouse.

31.19.8 Court Appearance

31.19.8.1 A paid leave of absence shall be granted a bargaining unit member to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about by the connivance or misconduct of the bargaining unit member.

31.19.9 Military

31.19.9.1 Bargaining unit members who are members of any reserve corps of the Armed Forces of the United States or the National Guard, or who are inducted, enlist, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided by the Military and Veterans Code. Bargaining unit members shall request that such service be scheduled to not interfere with the school year.

31.19.10 Sabbatical

Article 19, §19.10 – Sabbatical and its subsections shall not apply to bargaining unit members covered by this Article 31.

31.19.11 Association Business

31.19.11.1 The Association may designate bargaining members to conduct business during school hours. An overall total of twenty-three (23) days of paid leave per year will be provided for this purpose. The application of this category of leave to Adult Education Teachers and Adult Education Coordinators, if so designated by the Association, does not expand or add to the maximum of twenty-three (23) total days pursuant to Article 19, §19.11.1.

31.19.11.2 No individual bargaining unit member shall use more than ten (10) days in a school year. Such days shall not include release time provided for processing grievances or negotiating. The Association shall reimburse the District for Association Business Leaves in an amount sufficient to pay for a substitute or temporary employee as appropriate.

31.19.12 Association President/Second Officer Leave

31.19.12.1 The Board shall grant, upon request, a paid leave to the President and a second officer of the Association's choosing during their term(s) of office. The Association shall reimburse the District for the actual amount of the President's and second officer's (if applicable) dental and vision benefits and the total salary and fixed costs of a Class I, Step 1 teacher for each released officer, including their respective California State Teachers' Retirement System (CalSTRS) contributions. The application of this category of leave to Adult Education Teachers and Adult Education Coordinators, if so requested by the Association, does not expand or add to the maximum number of two (2) Association officers eligible for this leave pursuant to Article 19, §19.12.1.

31.19.12.2 The District shall bill the Association for all costs related to Association Leave on a quarterly basis.

31.19.12.3 Upon completion of their terms in office, the Association President and second release officer (if applicable) shall be offered an assignment at their previous work sites provided that the assignment(s) have not been eliminated. An assignment shall be defined at the elementary level as either primary (K-3) or intermediate (4-5). A secondary assignment shall be defined as the

department or core area previously assigned. The returning President and/or second release officer may decline this option and exercise involuntary transfer return rights (pursuant to Article 5 - Transfer) by selecting from the vacancy list prior to the first posting, unless the bargaining unit member is an Adult Education Teacher or Adult Education Coordinator.

31.19.13 Professional Conference Leave

31.19.13.1 A bargaining unit member who is an officer of a state, regional, or national education organization, which has the improvement of instruction or curriculum as its primary purpose or which is otherwise pertinent to the District's program, may be granted paid leave to attend meetings, conferences, or conventions of such organizations with the approval of the Director of Certificated Personnel Services.

31.19.13.2 A bargaining unit member wishing to attend an educational conference may apply for paid leave to their principal, program administrator, or appropriate Assistant/Associate Superintendent. Approval is contingent on availability of funds.

31.19.13.3 A bargaining unit member wishing to attend an educational conference may apply for a partial paid leave to their principal, program administrator, or appropriate Assistant Superintendent. If approved, the bargaining unit member will receive the difference between their salary and the amount which would have been paid to a substitute at the basic substitute rate. Approval will not be unreasonably withheld.

31.19.14 Improvement of Health

31.19.14.1 Any bargaining unit member shall be granted a leave of absence without pay for reasons of health, such leave to be specified for a period of not less than one (1) semester or more than one (1) year. The leave must be recommended by a physician in written form. A written statement from the physician certifying the bargaining unit member's ability to return to full-time service is required before reinstatement. The District shall grant an unpaid leave of absence to any bargaining unit member who has applied for a disability allowance from CalSTRS. This leave shall not extend thirty (30) days beyond the final determination of the disability allowance. If the bargaining unit member is determined to be eligible for the disability allowed by CalSTRS, such leave shall be extended for the term of the disability but not for more

than thirty-nine (39) months from the date of notification of the determination.

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 Human Resources Office by six (6) weeks before the end of the Adult Education term preceding the requested leave.

31.19.16 Opportunity

31.19.16.1 The District shall grant to bargaining unit members an unpaid Opportunity Leave, upon request, for a full semester or a full school year.

31.19.17 Pregnancy & Maternity

31.19.17.1 The District shall grant, upon request, an unpaid leave of absence to a pregnant bargaining unit member prior to the beginning of the disability period of the pregnancy. The bargaining unit member may use sick leave when they have a disability caused or contributed to by pregnancy and recovery therefrom. If the bargaining unit member elects not to use sick leave, the request for Maternity Leave shall specify the beginning and end of the leave and the anticipated date of delivery as determined by a physician.

31.19.17.2 Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated like any other temporary disability and shall be covered by sick leave provisions. The length of disability shall be determined by the bargaining unit member and their medical advisor.

31.19.17.3 The Parties shall cooperatively develop a comprehensive packet describing pregnancy and maternity benefits provided under the Agreement and the law.

31.19.18 Parental Leave

31.19.18.1 A leave of absence shall be granted to a bargaining unit member without pay for the balance of the school year for the purpose of

caring for any child entrusted to their care. Any extension of such leave shall be granted as provided in §31.19.2.6.

31.19.18.1.1 The District shall provide paid leave to bargaining unit member(s) for the purpose of caring for any child entrusted to their care, in accordance with the provisions of Education Code Section 44977.5. In order to qualify to receive differential pay under Education Code Section 44977.5 leave, bargaining unit members must first have exhausted all accumulated sick leave.

31.19.18.2 An employee may take leaves of absence up to a total of twelve (12) weeks as Parental Leave for the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee as follows:

31.19.18.2.1 When the employee has exhausted all available accrued sick leave, and continues to be absent from their duties on account of Parental Leave pursuant to the California Family Rights Act ("CFRA," Government Code Section 12945.2), the employee shall receive differential pay for the remaining portion of the twelve (12) work weeks of Parental Leave.

31.19.18.2.2 An employee is not required to have one thousand two hundred fifty (1,250) hours of service with the District during the previous twelve (12) month period in order to take Parental Leave under §31.19.18.

31.19.18.2.3 Parental Leave under §31.19.18 shall run concurrently with CFRA Leave and an employee may take up to a total of twelve (12) weeks of leave in a rolling twelve (12) month period. A rolling twelve (12) month period begins on the date an employee uses any Parental Leave. Each time an employee takes a Parental Leave, the remaining leave entitlement is any of the balance of the twelve (12) work weeks that has not been used during the preceding twelve (12) months.

31.19.18.2.4 An employee may elect not to exhaust their sick leave and receive the twelve (12) weeks of Parental Leave as unpaid leave for child bonding purposes under the Family Care Leave provisions above, so long as the employee qualifies for such leave.

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 Education of their intended return no later than six (6) weeks before the end of the Adult Education term preceding the requested leave.

31.19.20 General Leaves

31.19.20.1 A request by the bargaining unit member to be absent from regular duties for reasons other than those covered by this Agreement may be granted at the discretion of the Executive Director of Human Resources for occasions of an emergency nature or in instances of extraordinary circumstances. If the leave is granted, full deduction of salary, prorated on a daily rate shall be made.

31.19.21 Pre-Retirement Leave

31.19.21.1 A bargaining unit member who is at least fifty (50) years of age and has taught for at least twenty (20) years, the most recent ten (10) of which must have been in the District, shall be granted upon request an unpaid leave of absence for a maximum of five (5) years. The bargaining unit member may retain their insurance coverage as provided in Article 16 – Employee Benefits, §16.6. At the end of the five (5) year period, the bargaining unit member shall retire. Resignation may occur before the end of the five (5) year leave. If the bargaining unit member desires to return to employment before the end of the five (5) year period, they may do so with District approval.

31.19.22 Layoff Leave

31.19.22.1 Bargaining unit members who are laid off shall be entitled to two (2) days of paid leave in order to seek new employment opportunities. Notice shall be given by the laid off bargaining unit member to the District prior to the use of these days.

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 twelve hundred fifty (1,250) hours of service with the District during the previous one (1) year period shall be eligible to take

unpaid Family Care Leave under the provisions of Government Code Section 12945.2 and subsequent regulations adopted by the California Civil Rights Council and enforced by the Civil Rights Department.

31.19.24 Catastrophic Sick Leave Bank

Adult Education Teachers and Adult Education Coordinators may participate in the Catastrophic Sick Leave Bank (CSLB or Bank) for permanent, active bargaining unit members described in Article 19, §19.24. The restatement here of the provisions of Article 19, §19.24 and its subsections does not change or add to the terms and conditions of the Bank, with the exception of §31.19.24.2 (a) below.

The maximum number of days the Bank may contain during any one (1) year shall be limited to no more than fifty (50) days more than the number of bargaining unit members currently enrolled in the Bank. Annually, during September, bargaining unit members shall be asked if they wish to participate in the Bank. However, eligible bargaining unit members may join the Bank at any time subject to the limitations in §31.19.24.2 (c). In order to participate, an eligible bargaining unit member need not have any remaining banked sick leave days on the first required work day, since annual sick leave days are not credited until the August pay warrant. The maximum annual contribution, if any, shall be set by the CSLB Committee (Committee), but in no event greater than one (1) day, or the fraction of a day necessary to maintain the Bank at the minimum level. The minimum level shall be defined as the point at which the number of days in the Bank drops to one-half (1/2) of the number of bargaining unit members enrolled in the Bank. For example, if the current year membership in the Bank is fifteen hundred (1,500) and the number of days in the Bank drops to seven hundred fifty (750), the Committee would set a contribution of one-half (1/2) additional day of sick leave to maintain current members' eligibility in the Bank, and to ensure that the Bank is replenished to the point that the total number of days in the Bank is equal to the current number of Bank members. The maximum lifetime withdrawal by any one (1) bargaining unit member shall be seventy-five (75) days. Rules of the program shall be developed by the Committee using a consensus model. The Committee shall be made up of two (2) members appointed by the Association and one (1) member appointed by the District. Approval of applications for withdrawals is vested solely in the Committee and shall be determined by majority vote.

31.19.24.1 Catastrophic Leave Days

a. For the purposes of this section, a "day" shall be any day a bargaining unit member is expected to be on duty during the regular school year, as determined by the terms of the Agreement.

b. Days in the Bank shall accumulate from year to year, not to exceed fifty (50) days more than the number of bargaining unit members currently enrolled in the Bank.

c. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.

31.19.24.2 Eligibility and Contributions

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

b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

c. Bargaining unit members who elect not to join the Bank upon first becoming eligible have a waiting period of thirty (30) calendar days after joining the Bank, before becoming eligible to withdraw from the Bank. Newly eligible bargaining unit members who enroll in the Bank from the first work day of the school year through September 30th of that same school year shall not be subject to a waiting period.

d. The contribution, on the appropriate form, shall be authorized by the bargaining unit member and continued from year to year until canceled by the bargaining unit member.

e. Cancellation occurs automatically whenever a bargaining unit member fails to make, if required, their annual contribution to assessment. Cancellation on the proper form may be effected at any time. The bargaining unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the bargaining unit member or Bank effects cancellation.

f. Contributions shall be made during the month of September of each year. Bargaining unit members returning from extended leave, which included the enrollment period, will be permitted to contribute within thirty (30) calendar days of returning to or beginning work. District shall supply enrollment forms for the Bank to all qualified bargaining unit members and to those bargaining unit members returning from leave.

g. The annual rate of contribution by each participating bargaining unit member for each school year shall be determined by the Committee provided, however, the minimum contribution to join the bank shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code Section 44043.5.

h. Bargaining unit members are eligible to use leave for the Bank for their own catastrophic illness or injury only and shall not be entitled to use the leave to care for sick family members and dependents.

31.19.24.3 Withdrawal From the Bank

a. Bank participants whose sick leave benefits are exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that seriously incapacitates the bargaining unit member for more than ten (10) consecutive duty days and may include, but not be limited to: Traumatic brain injuries, stroke, effects of HIV, heart ailments, paralysis, etc. Stress shall not be deemed a catastrophic illness under this Article; however, physical manifestations of stress may qualify as catastrophic illness, pending a medical review by a physician of the Committee's choice and at the bargaining unit member's expense, per §31.19.24.3 (g). If a reoccurrence or a second illness or injury incapacitates a bargaining unit member within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive days.

b. Bargaining unit members who have exhausted their accrued sick leave, but still have differential leave available are eligible for a withdrawal from the Bank. The District shall pay the bargaining unit member full pay and the Bank shall be charged one-half (1/2) day per paid day. Bargaining unit members receiving income protection benefits shall be eligible for their daily rate of pay, and the Bank shall be considered a secondary payer. CSLB leave is not intended to extend the five (5) school months of extended leave allotted bargaining unit members pursuant to Education Code Section 44977. Rather, deductions from the bank shall run concurrently with the five (5) school months allotted by Education Code Section 44977.

c. The first ten (10) days of illness or disability must be covered by the bargaining unit member's own sick leave, differential

leave, or leave without pay the first time said bargaining unit member qualifies for a withdrawal from the Bank. For subsequent withdrawals within the twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the bargaining unit member's own sick leave, differential leave, or leave without pay.

d. If a bargaining unit member is incapacitated, applications may be submitted to the Committee by the participant's legal agent or member of the bargaining unit member's immediate family.

e. Withdrawals from the Bank shall be granted in units of no more than twenty (20) duty days. Bargaining unit members may submit requests for extensions of withdrawals as their grants expire. A bargaining unit member's maximum withdrawal from the Bank shall not exceed seventy-five (75) days for the employee's lifetime of employment.

f. Bargaining unit members applying to withdraw or extend their withdrawal from the Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Committee members shall keep information regarding the nature of the illness confidential. Notwithstanding the requirement to maintain the confidentiality of information relative to the nature of a bargaining unit member's illness, there shall be no penalty to the Committee or to the District for unintentional disclosures of such information.

g. If a bargaining unit member has drawn twenty (20) CSLB leave days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice and at the bargaining unit member's expense. The Committee shall choose only a physician who qualifies under a District CalPERS offered insurance policy. Refusal to submit to the medical review will terminate the bargaining unit member's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal.

h. CSLB Leave may not be used for illness or disability which qualifies the bargaining unit member for Workers' Compensation benefits unless the bargaining unit member has exhausted all temporary Workers' Compensation Leave, their own sick leave, and provided further that the bargaining unit member signs over any Workers' Compensation checks for temporary benefits to the District. If there are any Workers' Compensation checks

signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment is equivalent to a regular day of pay at the negotiated rate for that bargaining unit member. If the District challenges the Workers' Compensation claim, the bargaining unit member may draw from the Bank but, upon settlement of the claim, if the claim shall be determined to be valid, the Bank shall be proportionately reimbursed the days by the District.

i. If the Bank does not have sufficient days to fund a withdrawal request, neither the Committee nor the District is under obligation to provide days. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the bargaining unit member, in writing, of the reason for the denial.

j. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in previous stated sections, whichever is greater.

k. Unless specifically allowed by statute, employees shall not be entitled to accrue sick or personal leave during the time they are using leave from the Bank.

31.19.24.4 Administration of the Bank

a. The Association appointed members of the Committee shall have the responsibility of maintaining the records of the Bank and the District shall be responsible for verifying the validity of requests, such as ensuring that applicant has a note on file confirming that they are under a physician's care and are unable to work. The Association shall cover the cost of release time provided for the Association appointed Committee members to fulfill the requirements outlined in this section.

b. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve or disapprove all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability, assuming, of course, that all illnesses or injuries for which leave is requested are catastrophic.

c. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.

d. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.

e. By October 15th of each school year, the Committee shall determine the following:

   i. The total number of accumulated days in the Bank on June 30th of the previous school year.

   ii. The number of days contributed by bargaining unit members for the current year.

   iii. The names of contributing bargaining unit members.

f. Twice annually, the District shall provide the following:

   i. The names of any additional bargaining unit members who have joined.

   ii. The names of any bargaining unit members who have cancelled participation.

   iii. The total number of days in the Bank at the end of the semester.

   iv. The total number of days added to the Bank by new participants.

   v. The total number of days awarded during the previous semester and to whom they were awarded.

g. Any unresolved dispute between Committee and the District regarding accounting of CSLB Leave days shall be submitted to representatives of the Association and the District for resolution.

h. If the Bank is terminated for any reason, the leave days remaining shall be returned to the then current members of the Bank, proportionately. Provisions of this Article are to be reviewed annually by the CSLB Committee and any suggested revisions submitted to the Association and the District for negotiations.

i. In the event that circumstances arise that are not covered by the guidelines of this document, the Committee reserves the right to make decisions.

j. The provisions of this Article shall not be subject to the grievance procedures.

31.20 Special Education

Article 20 - Special Education does not apply to bargaining unit members covered by this Article.

31.21 Teachers on Special Assignment

Article 21 – Teachers On Special Assignment does not apply to unit bargaining members covered by this Article.

31.22 Retirement Plans & Retiree Health/Dental

Article 22 – Retirement Plans & Retiree Health/Dental does not apply to bargaining unit members covered by this Article.

31.23 Personnel Files

Article 23 – Personnel Files shall apply to bargaining unit members covered by this Article.

31.24 Effects of Layoff

Article 24 – Effects of Layoff shall apply to bargaining unit members covered by this Article.

31.25 Professional Development Advisory Committee

Article 25 - Professional Development Advisory Committee does not apply to bargaining unit members covered under this Article.

31.26 Summer School

31.26.1 Adult Education Summer School

31.26.1.1 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. If more than one (1) 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 Credential in the applied subject area;

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

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

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

31.27 Discipline Short of Dismissal

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

31.28 Faculty Advisory Council/Faculty Senate

Article 28 - Faculty Advisory Council/Faculty Senate shall apply to bargaining unit members covered by this Article.

31.29 Academic Freedom

Article 29 – Academic Freedom shall apply to bargaining unit members covered by this Article.

31.30 Virtual Learning Program

Article 30 – Virtual Learning Program shall not apply to bargaining unit members covered by this Article.

APPENDICES

Appendix A(1) 2025-2026 Teachers' 185-Day Salary Schedule
Appendix A(2) 2025-2026 Teachers' 190-Day Salary Schedule
Appendix A(3) 2025-2026 Teachers' 195-Day Salary Schedule
Appendix A(4) 2025-2026 Teachers' 207-Day Salary Schedule
Appendix A(5) 2025-2026 Teachers' 212-Day Salary Schedule
Appendix A(6) 2025-2026 Adult Education Pay Schedule
Appendix A(7) 2026-2027 Teachers' 185-Day Salary Schedule
Appendix A(8) 2026-2027 Teachers' 190-Day Salary Schedule
Appendix A(9) 2026-2027 Teachers' 195-Day Salary Schedule
Appendix A(10) 2026-2027 Teachers' 207-Day Salary Schedule
Appendix A(11) 2026-2027 Teachers' 212-Day Salary Schedule
Appendix A(12) 2026-2027 Adult Education Pay Schedule
Appendix B(1) Supplemental Compensation Schedule Effective July 1, 2025
Appendix B(2) Supplemental Compensation Schedule Effective July 1, 2026
Appendix C(1) 2025-2026 School Calendar
Appendix C(2) 2026-2027 School Calendar
Appendix D(1) Willie Brown - Application/Part-Time Employment Leading to Retirement
Appendix D(2) Willie Brown - Notice of Election - Part-Time Employment
Appendix E(1) Grievance Form
Appendix E(2) Grievance Form/Immediate Supervisor's Response
Appendix E(3) Class Size Grievance Form
Appendix F(1) Initial Evaluation of Certificated Teaching Personnel
Appendix F(2) Evaluation of Certificated Personnel
Appendix F(3) Evaluation of Certificated Personnel – Additional Notes
Appendix F(4) Evaluation of Certificated Personnel – Addendum #1
Appendix F(5) Observation Form
Appendix F(6) Initial Evaluation of School Nurses
Appendix F(7) Evaluation of School Nurses
Appendix F(8) California Standards for the Teaching Profession Rubric
Appendix F(9) Evaluation of TISP Mentors

Appendix G	Request for Response/Adverse Conditions In Working Environment
Appendix H	Employee Report of Assault
Appendix I	Registration of Personal Property for Use in the Instructional Program
Appendix J	Catastrophic Leave Bank Form
Appendix K	Additional High School and Middle School Stipends
Appendix L	Substitute Teacher Daily Rates
Appendix M	Maternity Leave Pamphlet
Appendix N	MOU - RSP/IIST Position Workload Protection
Appendix O	MOU - Work Stations, By School Site and Lab Classrooms
Appendix P	MOU - Special Education Caseload Overage Special Compensation
Appendix Q	MOU - Allocating Time on Elementary Early Release Days
Appendix R	Assignment Preference Form
Appendix S	MDUSD Mileage Chart

Mt. Diablo Education Association (Teachers: 185 days)
Salary Schedule – 2025 - 2026
(2.3% increase effective 7/1/25)

Mt. Diablo Unified School District

Units / Steps	0 - 44 Class I	45 – 59 Class II	60 - 74 Class III	75 + Class IV
1	$66,926.25	$68,455.43	$70,457.74	$72,518.73
2	$68,230.21	$70,359.33	$72,575.51	$74,861.71
3	$69,973.25	$72,259.45	$74,765.19	$77,293.63
4	$71,782.53	$74,352.61	$77,034.36	$79,805.05
5	$73,641.01	$76,447.66	$79,384.90	$82,430.02
6	$75,550.60	$78,605.17	$81,811.15	$85,147.72
7	$77,522.63	$80,842.17	$84,322.57	$87,965.72
8	$79,555.23	$83,151.08	$86,928.61	$90,885.93
9	$81,640.82	$85,553.80	$89,621.71	$93,915.90
10	$83,798.33	$87,988.43	$92,401.86	$97,061.32
11	$83,798.33	$90,530.13	$95,291.79	$100,327.86
12	$83,798.33	$93,147.53	$98,274.44	$103,715.53
13	$83,798.33	$93,147.53	$101,368.76	$107,228.10
14				$108,488.54
15				$109,766.01
16				$111,060.51
17				$112,368.26
18				$113,691.16
19				$115,027.30
20				$116,386.15
21				$117,754.46
22				$119,143.59
23				$120,545.97
24				$121,963.49
25				$123,398.05

Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.

ADVANCED DEGREES
Bargaining unit members will receive a stipend above base salary placement for the following:

Master's Degree from an accredited institution - $1,773.88
Doctorate (e.g., Ed. D. or Ph. D.) from an accredited institution - $1,773.88
National Board Certification - $1,773.88
Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - $1,773.88
Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC) - $1,773.88
School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation - $1,773.88

Certificated Hourly Rate*: $41.76
Standards Based Intervention Hourly Rate*: $46.41
Curriculum Development Hourly Rate*: $41.76
Summer School Hourly Rate*: $46.41
* Per Article 14, §14.5.1.1, §14.5.2.1 and §14.8.1 these amounts will increase by the same percentage applied to the salary schedule, if any, each year.
Class size Overage Rates:
General Education: $31.71 per student per day
Elementary PE and all Secondary: $6.34 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	$95.10	0.1421%
Secondary SDC – SH	11	1	$95.10	0.1421%
Full Inclusion Facilitators	11	1	$95.10	0.1421%
Preschool SDC	12	1	$95.10	0.1421%
Elementary SDC – LH	15	1	$63.38	0.0947%
Secondary SDC – LH	15	1	$63.38	0.0947%
Elementary Adaptive PE	18	1	$63.38	0.0947%
Secondary Adaptive PE	20	1	$63.38	0.0947%
Resource Specialist	28	2	$63.38	0.0947%
Speech Pathologist	55		$31.72 **	0.0474%

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

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

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

30-Day: $401.55
Other: $642.48
Annual: $642.48
Triennial: $883.41
Case management: $240.93 per month
Hourly Rate: $80.31

Benefits Cash-in-Lieu Amount (Annual for full-time FTE): $2,107

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

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

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

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

Class IV: Teachers with a B.A. 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 bargaining unit members shall have until October 31st to submit documentation of credits for salary placement for 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 seventy-five percent (75%) of the school year must have been taught.

SERVICE CREDIT

Effective July 1, 2026, credit for public school teaching experience outside the District, and one (1) year of credit for military service, shall be given. All bargaining unit members shall be placed on the appropriate step, including those employed prior to July 1, 2026.

Effective July 1, 2000, year-for-year credit 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 also offer appropriate service credit for individuals who have taught in a K-12 private school without a state credential or license, but under the following conditions:

1. Individual possesses a Master’s Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to their Master’s or Ph.D.
3. Individual will be teaching for the District in a field related to their Master’s or Ph.D.
4. District 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 bargaining unit member is limited to four (4) lower division units for every fifteen (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 bargaining unit member to retain the position held.

Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the bargaining unit member applies for the authorization through the Human Resources Department.

To ensure classification credit, advance approval must be obtained from the Human Resources Department.

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 bargaining unit member to retain the position held at the time of taking CEUs. Fifteen (15) classroom hours shall equal one (1) unit.

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

Mt. Diablo Education Association (TISP Co-Leads: 190 days)
Salary Schedule – 2025- 2026
(2.3% increase effective 7/1/25)

Mt. Diablo Unified School District

Units	0 - 44	45 – 59	60 - 74	75 +
Steps	Class I	Class II	Class III	Class IV
1	$68,735.06	$70,305.57	$72,362.01	$74,478.70
2	$70,074.27	$72,260.93	$74,537.01	$76,885.00
3	$71,864.42	$74,212.41	$76,785.87	$79,382.65
4	$73,722.60	$76,362.14	$79,116.36	$81,961.94
5	$75,631.31	$78,513.82	$81,530.44	$84,657.85
6	$77,592.50	$80,729.64	$84,022.26	$87,449.01
7	$79,617.84	$83,027.09	$86,601.55	$90,343.18
8	$81,705.37	$85,398.40	$89,278.03	$93,342.31
9	$83,847.33	$87,845.52	$92.043.91	$96,454.17
10	$86,063.15	$90,366.50	$94,889.21	$99,684.60
11	$86,063.15	$92,976.89	$97,867.24	$103,039.42
12	$86,063.15	$95,665.03	$100,930.51	$106,518.65
13	$86,063.15	$95,665.03	$104,108.46	$110,126.15
14				$111,420.66
15				$112,732.66
16				$114,062.15
17				$115,405.24
18				$116,736.89
19				$118,136.14
20				$119,531.72
21				$120,937.01
22				$122,363.69
23				$123,803.97
24				$125,259.80
25				$126,733.13

Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.

ADVANCED DEGREES
Bargaining unit members will receive a stipend above base salary placement for the following:

Master's Degree from an accredited institution - $1,773.88
Doctorate (e.g., Ed. D. or Ph. D.) from an accredited institution - $1,773.88
National Board Certification - $1,773.88
Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - $1,773.88
Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC) - $1,773.88
School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation - $1,773.88

Certificated Hourly Rate*: $41.76
Standards Based Intervention Hourly Rate*: $46.41
Curriculum Development Hourly Rate*: $41.76
Summer School Hourly Rate*: $46.41
* Per Article 14, §14.5.1.1, §14.5.2.1 and §14.8.1 these amounts will increase by the same percentage applied to the salary schedule, if any, each year.
Class size Overage Rates:
General Education: $31.71 per student per day
Elementary PE and all Secondary: $6.34 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	$95.10	0.1421%
Secondary SDC – SH	11	1	$95.10	0.1421%
Full Inclusion Facilitators	11	1	$95.10	0.1421%
Preschool SDC	12	1	$95.10	0.1421%
Elementary SDC – LH	15	1	$63.38	0.0947%
Secondary SDC – LH	15	1	$63.38	0.0947%
Elementary Adaptive PE	18	1	$63.38	0.0947%
Secondary Adaptive PE	20	1	$63.38	0.0947%
Resource Specialist	28	2	$63.38	0.0947%
Speech Pathologist	55		$31.72 **	0.0474%

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

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

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

30-Day: $401.55
Other: $642.48
Annual: $642.48
Triennial: $883.41
Case management: $240.93 per month
Hourly Rate: $80.31

Benefits Cash-in-Lieu Amount (Annual for full-time FTE): $2,107

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

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

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

Class Ill: Teachers with a B.A. degree plus 60 semester units

Class IV: Teachers with a B.A. 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 bargaining unit members shall have until October 31st to submit documentation of credits for salary placement for 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 seventy-five percent (75%) of the school year must have been taught.

SERVICE CREDIT

Effective July 1, 2026, credit for public school teaching experience outside the District, and one (1) year of credit for military service, shall be given. All bargaining unit members shall be placed on the appropriate step, including those employed prior to July 1, 2026.

Effective July 1, 2000, year-for-year credit 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 also offer appropriate service credit for individuals who have taught in a K-12 private school without a state credential or license, but under the following conditions:

1. Individual possesses a Master’s Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to their Master’s or Ph.D.
3. Individual will be teaching for the District in a field related to their Master’s or Ph.D.
4. District 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 bargaining unit member is limited to four (4) lower division units for every fifteen (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 bargaining unit member to retain the position held.

Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the bargaining unit member applies for the authorization through the Human Resources Department.

To ensure classification credit, advance approval must be obtained from the Human Resources Department.

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 bargaining unit member to retain the position held at the time of taking CEUs. Fifteen (15) classroom hours shall equal one (1) unit.

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

Mt. Diablo Education Association (TISP Lead; School Counselors: 195 days)
Salary Schedule – 2025 - 2026
(2.3% increase effective 7/1/25)

Mt. Diablo Unified School District

Units / Steps	0 - 44 Class I	45 – 59 Class II	60 - 74 Class III	75 + Class IV
1	$70,543.88	$72,155.72	$74,266.27	$76,438.66
2	$71,918.33	$74,162.54	$76,498.51	$78,908.29
3	$73,755.59	$76,165.37	$78,806.55	$81,471.67
4	$75,622.67	$78,371.67	$81,198.37	$84,118.83
5	$77,621.61	$80,579.97	$83,675.98	$86,885.69
6	$79,634.41	$82,854.10	$86,233.38	$89,750.30
7	$81,713.05	$85,212.01	$88,880.54	$92,720.63
8	$83,855.51	$87,645.73	$91,627.45	$95,798.68
9	$86,053.84	$90,157.25	$94,466.12	$98,992.44
10	$88,327.97	$92,744.57	$97,396.56	$102,307.88
11	$88,327.97	$95,423.65	$100,442.69	$105,750.99
12	$88,327.97	$98,182.53	$103,586.58	$109,321.77
13	$88,327.97	$98,182.53	$106,848.16	$113,024.21
14				$114,352.78
15				$115,699.31
16				$117,063.78
17				$118,442.22
18				$119,836.62
19				$121,244.99
20				$122,677.29
21				$124,119.57
22				$125,583.79
23				$127,061.97
24				$128,556.11
25				$130.068.21

Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.

ADVANCED DEGREES
Bargaining unit members will receive a stipend above base salary placement for the following:

Master's Degree from an accredited institution - $1,773.88
Doctorate (e.g., Ed. D. or Ph. D.) from an accredited institution - $1,773.88
National Board Certification - $1,773.88
Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - $1,773.88
Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC) - $1,773.88
School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation - $1,773.88

Certificated Hourly Rate*: $41.76
Standards Based Intervention Hourly Rate*: $46.41
Curriculum Development Hourly Rate*: $41.76
Summer School Hourly Rate*: $46.41
* Per Article 14, §14.5.1.1, §14.5.2.1 and §14.8.1 these amounts will increase by the same percentage applied to the salary schedule, if any, each year.
Class size Overage Rates:
General Education: $31.71 per student per day
Elementary PE and all Secondary: $6.34 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	$95.10	0.1421%
Secondary SDC – SH	11	1	$95.10	0.1421%
Full Inclusion Facilitators	11	1	$95.10	0.1421%
Preschool SDC	12	1	$95.10	0.1421%
Elementary SDC – LH	15	1	$63.38	0.0947%
Secondary SDC – LH	15	1	$63.38	0.0947%
Elementary Adaptive PE	18	1	$63.38	0.0947%
Secondary Adaptive PE	20	1	$63.38	0.0947%
Resource Specialist	28	2	$63.38	0.0947%
Speech Pathologist	55		$31.72 **	0.0474%

Key: SDC – Special Day Class; SH – Severely Handicapped; LH – Learning Handicapped
** Speech Pathologists rates based on number of sessions with student rather than days

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

30-Day: $401.55
Other: $642.48
Annual: $642.48
Triennial: $883.41
Case management: $240.93 per month
Hourly Rate: $80.31

Benefits Cash-in-Lieu Amount (Annual for full-time FTE): $2,107

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

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

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

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

Class IV: Teachers with a B.A. 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 bargaining unit members shall have until October 31st to submit documentation of credits for salary placement for 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 seventy-five percent (75%) of the school year must have been taught.

SERVICE CREDIT

Effective July 1, 2026, credit for public school teaching experience outside the District, and one (1) year of credit for military service, shall be given. All bargaining unit members shall be placed on the appropriate step, including those employed prior to July 1, 2026.

Effective July 1, 2000, year-for-year credit 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 also offer appropriate service credit for individuals who have taught in a K-12 private school without a state credential or license, but under the following conditions:

1. Individual possesses a Master’s Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to their Master’s or Ph.D.
3. Individual will be teaching for the District in a field related to their Master’s or Ph.D.
4. District 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 bargaining unit member is limited to four (4) lower division units for every fifteen (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 bargaining unit member to retain the position held.

Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the bargaining unit member applies for the authorization through the Human Resources Department.

To ensure classification credit, advance approval must be obtained from the Human Resources Department.

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 bargaining unit member to retain the position held at the time of taking CEUs. Fifteen (15) classroom hours shall equal one (1) unit.

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

Mt. Diablo Education Association (Extended School Year: 207 days)
Salary Schedule – 2025 - 2026
(2.3% increase effective 7/1/25)

Mt. Diablo Unified School District

Units	0 - 44	45 – 59	60 - 74	75 +
Steps	Class I	Class II	Class III	Class IV
1	$74,885.04	$76,596.07	$78,836.50	$81,142.58
2	$76,344.08	$78,726.39	$81,206.11	$83,764.18
3	$78,294.39	$80,852.47	$83,656.18	$86,485.31
4	$80,318.83	$83,294.54	$86,195.20	$89,295.38
5	$82,398.32	$85,538.74	$88,825.27	$92,232.50
6	$84,534.99	$87,952.81	$91,540.05	$95,273.39
7	$86,741.54	$90,455.83	$94,350.11	$98,426.51
8	$89,015.85	$93,039.31	$97,266.06	$101,693.99
9	$91,349.46	$95,705.38	$100,279.42	$105,084.28
10	$93,763.54	$98,451.92	$103,390.19	$108,603.75
11	$93,763.54	$101,295.87	$106,623.78	$112,258.74
12	$93,763.54	$104,224.53	$109,961.13	$116,049.26
13	$93,763.54	$104,224.53	$113,423.43	$119,979.55
14				$121,389.88
15				$122,819.26
16				$124,267.71
17				$125,730.98
18				$127,211.19
19				$128,706.22
20				$130,226.66
21				$131,757.69
22				$133,312.02
23				$134,881.17
24				$136,467.27
25				$138,072.41

Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.

ADVANCED DEGREES
Bargaining unit members will receive a stipend above base salary placement for the following:

Master's Degree from an accredited institution - $1,773.88
Doctorate (e.g., Ed. D. or Ph. D.) from an accredited institution - $1,773.88
National Board Certification - $1,773.88
Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - $1,773.88
Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC) - $1,773.88
School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation - $1,773.88

Certificated Hourly Rate*: $41.76
Standards Based Intervention Hourly Rate*: $46.41
Curriculum Development Hourly Rate*: $41.76
Summer School Hourly Rate*: $46.41
* Per Article 14, §14.5.1.1, §14.5.2.1 and §14.8.1 these amounts will increase by the same percentage applied to the salary schedule, if any, each year.
Class size Overage Rates:
General Education: $31.71 per student per day
Elementary PE and all Secondary: $6.34 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	$95.10	0.1421%
Secondary SDC – SH	11	1	$95.10	0.1421%
Full Inclusion Facilitators	11	1	$95.10	0.1421%
Preschool SDC	12	1	$95.10	0.1421%
Elementary SDC – LH	15	1	$63.38	0.0947%
Secondary SDC – LH	15	1	$63.38	0.0947%
Elementary Adaptive PE	18	1	$63.38	0.0947%
Secondary Adaptive PE	20	1	$63.38	0.0947%
Resource Specialist	28	2	$63.38	0.0947%
Speech Pathologist	55		$31.72 **	0.0474%

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

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

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

30-Day: $401.55
Other: $642.48
Annual: $642.48
Triennial: $883.41
Case management: $240.93 per month
Hourly Rate: $80.31

Benefits Cash-in-Lieu Amount (Annual for full-time FTE): $2,107

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

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

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

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

Class IV: Teachers with a B.A. 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 bargaining unit members shall have until October 31st to submit documentation of credits for salary placement for 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 seventy-five percent (75%) of the school year must have been taught.

SERVICE CREDIT

Effective July 1, 2026, credit for public school teaching experience outside the District, and one (1) year of credit for military service, shall be given. All bargaining unit members shall be placed on the appropriate step, including those employed prior to July 1, 2026.

Effective July 1, 2000, year-for-year credit 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 also offer appropriate service credit for individuals who have taught in a K-12 private school without a state credential or license, but under the following conditions:

1. Individual possesses a Master’s Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to their Master’s or Ph.D.
3. Individual will be teaching for the District in a field related to their Master’s or Ph.D.
4. District 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 bargaining unit member is limited to four (4) lower division units for every fifteen (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 bargaining unit member to retain the position held.

Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the bargaining unit member applies for the authorization through the Human Resources Department.

To ensure classification credit, advance approval must be obtained from the Human Resources Department.

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 bargaining unit member to retain the position held at the time of taking CEUs. Fifteen (15) classroom hours shall equal one (1) unit.

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

Mt. Diablo Education Association (MDEA President: 212 days)
Salary Schedule – 2025 - 2026
(2.3% increase effective 7/1/25)

Mt. Diablo Unified School District

Units	0 - 44	45 – 59	60 - 74	75 +
Steps	Class I	Class II	Class III	Class IV
1	$76,693.86	$78,446.22	$80,740.77	$83,102.55
2	$78,188.14	$80,627.99	$83,167.61	$85,787.47
3	$80,185.56	$82,805.43	$85,676.86	$88,574.33
4	$82,258.90	$85,204.07	$88,277.21	$91,452.27
5	$84,388.62	$87,604.89	$90,970.81	$94,460.34
6	$86,576.90	$90,077.28	$93,751.16	$97,574.68
7	$88,836.75	$92,640.75	$96,629.10	$100,803.96
8	$91,166.00	$95,286.64	$99,615.48	$104,150.36
9	$93,555.97	$98,017.11	$102,701.63	$107,622.55
10	$96,028.36	$100,829.99	$105,887.54	$111,227.03
11	$96,028.36	$103,742.63	$109,199.23	$114,970.31
12	$96,028.36	$106,742.03	$112,617.20	$118,852.39
13	$96,028.36	$106,742.03	$116,163.12	$122,877.60
14				$124,322.00
15				$125,785.91
16				$127,269.34
17				$128,767.96
18				$130,283.92
19				$131,815.06
20				$133,372.23
21				$134,636.42
22				$136,532.12
23				$138,139.17
24				$139,763.57
25				$141,407.49

Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.

ADVANCED DEGREES
Bargaining unit members will receive a stipend above base salary placement for the following:

Master's Degree from an accredited institution - $1,773.88
Doctorate (e.g., Ed. D. or Ph. D.) from an accredited institution - $1,773.88
National Board Certification - $1,773.88
Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - $1,773.88
Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC) - $1,773.88
School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation - $1,773.88

Certificated Hourly Rate*: $41.76
Standards Based Intervention Hourly Rate*: $46.41
Curriculum Development Hourly Rate*: $41.76
Summer School Hourly Rate*: $46.41
* Per Article 14, §14.5.1.1, §14.5.2.1 and §14.8.1 these amounts will increase by the same percentage applied to the salary schedule, if any, each year.
Class size Overage Rates:
General Education: $31.71 per student per day
Elementary PE and all Secondary: $6.34 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	$95.10	0.1421%
Secondary SDC – SH	11	1	$95.10	0.1421%
Full Inclusion Facilitators	11	1	$95.10	0.1421%
Preschool SDC	12	1	$95.10	0.1421%
Elementary SDC – LH	15	1	$63.38	0.0947%
Secondary SDC – LH	15	1	$63.38	0.0947%
Elementary Adaptive PE	18	1	$63.38	0.0947%
Secondary Adaptive PE	20	1	$63.38	0.0947%
Resource Specialist	28	2	$63.38	0.0947%
Speech Pathologist	55		$31.72 **	0.0474%

Key: SDC – Special Day Class; SH – Severely Handicapped; LH – Learning Handicapped
** Speech Pathologists rates based on number of sessions with student rather than days

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

30-Day: $401.55
Other: $642.48
Annual: $642.48
Triennial: $883.41
Case management: $240.93 per month
Hourly Rate: $80.31

Benefits Cash-in-Lieu Amount (Annual for full-time FTE): $2,107

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

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

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

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

Class IV: Teachers with a B.A. 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 bargaining unit members shall have until October 31st to submit documentation of credits for salary placement for 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 seventy-five percent (75%) of the school year must have been taught.

SERVICE CREDIT

Effective July 1, 2026, credit for public school teaching experience outside the District, and one (1) year of credit for military service, shall be given. All bargaining unit members shall be placed on the appropriate step, including those employed prior to July 1, 2026.

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 Master’s Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to their Master’s or Ph.D.
3. Individual will be teaching for the District in a field related to their Master’s or Ph.D.
4. District 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 bargaining unit member is limited to four (4) lower division units for every fifteen (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 bargaining unit member to retain the position held.

Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the bargaining unit member applies for the authorization through the Human Resources Department.

To ensure classification credit, advance approval must be obtained from the Human Resources Department.

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 bargaining unit member to retain the position held at the time of taking CEUs. Fifteen (15) classroom hours shall equal one (1) unit.

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

Mt. Diablo Education Association – Adult Education Teacher and Adult Education Coordinator
Work Year: Teacher- variable; Coordinator- 230 days
Salary Schedule – 2025 – 2026
(effective 7/1/25)

Mt. Diablo Unified School District

Steps	Adult Ed Teacher (Hourly)	Adult Ed Coordinator (Hourly)	Adult Ed Coordinator Salary
1	$43.71	$56.82	$104,554
2	$45.94	$57.59	$105,966
3	$49.47	$58.18	$107,042
4	$53.77	$58.72	$108,047
5		$59.48	$109,434

Benefits Cash-in-Lieu Amount (Annual for full-time FTE): $2,107

Adult Education Coordinators are salaried employees. Full-time Adult Education Coordinators work forty (40) hours per week (§31.1.5) for 230 days per year (§31.7.2).

Full-time Adult Education Teachers work at least thirty (30) hours per week and at least one thousand fifty (1050) hours per year (§31.1.6).

Mt. Diablo Education Association (Teachers: 185 days)
Salary Schedule – 2026 - 2027
(3.6434% increase effective 7/1/26)

Mt. Diablo Unified School District

Units / Steps	0 - 44 Class I	45 – 59 Class II	60 - 74 Class III	75 + Class IV
1	$69,363.90	$70,949.35	$73,025.05	$75,159.95
2	$70,716.25	$72,923.30	$75,219.15	$77,589.00
3	$72,521.85	$74,891.70	$77,489.10	$80,108.70
4	$74,397.75	$77,061.75	$79,840.45	$82,713.50
5	$76,323.60	$79,233.65	$82,276.90	$85,433.00
6	$78,303.10	$81,468.45	$84,791.05	$88,250.55
7	$80,347.35	$83,786.50	$87,395.85	$91,169.85
8	$82,454.50	$86,182.25	$90,095.00	$94,198.30
9	$84,615.30	$88,648.30	$92,886.65	$97,337.75
10	$86,850.10	$91,193.90	$95,768.95	$100,599.30
11	$86,850.10	$93,828.30	$98,764.10	$103,982.95
12	$86,850.10	$96,540.40	$101,853.60	$107,494.25
13	$86,850.10	$96,540.40	$105,061.50	$111,135.05
14				$112,441.15
15				$113,765.75
16				$115,107.00
17				$116,463.05
18				$117,833.90
19				$119,217.70
20				$120,625.55
21				$122,044.50
22				$123,483.80
23				$124,937.90
24				$126,406.80
25				$127,894.20

Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.

ADVANCED DEGREES
Bargaining unit members will receive a stipend above base salary placement for the following:

Master's Degree from an accredited institution - $1,839
Doctorate (e.g., Ed. D. or Ph. D.) from an accredited institution - $1,839
National Board Certification - $1,839
Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - $1,839
Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC) - $1,839
School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation - $1,839

Certificated Hourly Rate*: $43.28
Standards Based Intervention Hourly Rate*: $48.09
Curriculum Development Hourly Rate*: $43.28
Summer School Hourly Rate*: $48.09
* Per Article 14, §14.5.1.1, §14.5.2.1 and §14.8.1 these amounts will increase by the same percentage applied to the salary schedule, if any, each year.
Class size Overage Rates:
General Education: $32.88 per student per day
Elementary PE and all Secondary: $6.57 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	$98.56	0.1421%
Secondary SDC – SH	11	1	$98.56	0.1421%
Full Inclusion Facilitators	11	1	$98.56	0.1421%
Preschool SDC	12	1	$98.56	0.1421%
Elementary SDC – LH	15	1	$65.69	0.0947%
Secondary SDC – LH	15	1	$65.69	0.0947%
Elementary Adaptive PE	18	1	$65.69	0.0947%
Secondary Adaptive PE	20	1	$65.69	0.0947%
Resource Specialist	28	2	$65.69	0.0947%
Speech Pathologist	55		$32.88 **	0.0474%

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

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

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

30-Day: $416.22
Other: $665.96
Annual: $665.96
Triennial: $915.69
Case management: $249.74 per month
Hourly Rate: $83.25

Benefits Cash-in-Lieu Amount (Annual for full-time FTE): $2,107

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

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

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

Class Ill: Teachers with a B.A. degree plus 60 semester units

Class IV: Teachers with a B.A. 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 bargaining unit members shall have until October 31st to submit documentation of credits for salary placement for 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 seventy-five percent (75%) of the school year must have been taught.

SERVICE CREDIT

Effective July 1, 2026, credit for public school teaching experience outside the District, and one (1) year of credit for military service, shall be given. All bargaining unit members shall be placed on the appropriate step, including those employed prior to July 1, 2026.

Effective July 1, 2000, year-for-year credit 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 also offer appropriate service credit for individuals who have taught in a K-12 private school without a state credential or license, but under the following conditions:

1. Individual possesses a Master’s Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to their Master’s or Ph.D.
3. Individual will be teaching for the District in a field related to their Master’s or Ph.D.
4. District 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 bargaining unit member is limited to four (4) lower division units for every fifteen (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 bargaining unit member to retain the position held.

Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the bargaining unit member applies for the authorization through the Human Resources Department.

To ensure classification credit, advance approval must be obtained from the Human Resources Department.

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 bargaining unit member to retain the position held at the time of taking CEUs. Fifteen (15) classroom hours shall equal one (1) unit.

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

Mt. Diablo Education Association (TISP Co-Leads: 190 days)
Salary Schedule – 2026- 2027
(3.6434% increase effective 7/1/26)

Mt. Diablo Unified School District

Units	0 - 44	45 – 59	60 - 74	75 +
Steps	Class I	Class II	Class III	Class IV
1	$71,238.60	$72,866.90	$74,998.70	$77,191.30
2	$72,627.50	$74,894.20	$77,252.10	$79,686.00
3	$74,481.90	$76,915.80	$79,583.40	$82,273.80
4	$76,408.50	$79,144.50	$81,998.30	$84,949.00
5	$78,386.40	$81,375.10	$84,500.60	$87,742.00
6	$80,419.40	$83,670.30	$87,082.70	$90,635.70
7	$82,518.90	$86,051.00	$89,757.90	$93,633.90
8	$84,683.00	$88,511.50	$92,530.00	$96,744.20
9	$86,902.20	$91,044.20	$95,397.10	$99,968.50
10	$89,197.40	$93,658.60	$98,357.30	$103,318.20
11	$89,197.40	$96,364.20	$101,433.40	$106,793.30
12	$89,197.40	$99,149.60	$104,606.40	$110,399.50
13	$89,197.40	$99,149.60	$107,901.00	$114,138.70
14				$115,480.10
15				$116,840.50
16				$118,218.00
17				$119,610.70
18				$121,018.60
19				$122,439.80
20				$123,885.70
21				$125,343.00
22				$126,821.20
23				$128,314.60
24				$129,823.20
25				$131,350.80

Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.

Master's Degree from an accredited institution - $1,839
Doctorate (e.g., Ed. D. or Ph. D.) from an accredited institution - $1,839
National Board Certification - $1,839
Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - $1,839
Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC) - $1,839
School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation - $1,839

Certificated Hourly Rate*: $43.28
Standards Based Intervention Hourly Rate*: $48.09
Curriculum Development Hourly Rate*: $43.28
Summer School Hourly Rate*: $48.09
* Per Article 14, §14.5.1.1, §14.5.2.1 and §14.8.1 these amounts will increase by the same percentage applied to the salary schedule, if any, each year.
Class size Overage Rates:
General Education: $32.88 per student per day
Elementary PE and all Secondary: $6.57 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	$98.56	0.1421%
Secondary SDC – SH	11	1	$98.56	0.1421%
Full Inclusion Facilitators	11	1	$98.56	0.1421%
Preschool SDC	12	1	$98.56	0.1421%
Elementary SDC – LH	15	1	$65.69	0.0947%
Secondary SDC – LH	15	1	$65.69	0.0947%
Elementary Adaptive PE	18	1	$65.69	0.0947%
Secondary Adaptive PE	20	1	$65.69	0.0947%
Resource Specialist	28	2	$65.69	0.0947%
Speech Pathologist	55		$32.88 **	0.0474%

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

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

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

30-Day: $416.22
Other: $665.96
Annual: $665.96
Triennial: $915.69
Case management: $249.74 per month
Hourly Rate: $83.25

Benefits Cash-in-Lieu Amount (Annual for full-time FTE): $2,107

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

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

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

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

Class IV: Teachers with a B.A. 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 bargaining unit members shall have until October 31st to submit documentation of credits for salary placement for 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 seventy-five percent (75%) of the school year must have been taught.

SERVICE CREDIT

Effective July 1, 2026, credit for public school teaching experience outside the District, and one (1) year of credit for military service, shall be given. All bargaining unit members shall be placed on the appropriate step, including those employed prior to July 1, 2026.

Effective July 1, 2000, year-for-year credit 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 also offer appropriate service credit for individuals who have taught in a K-12 private school without a state credential or license, but under the following conditions:

1. Individual possesses a Master’s Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to their Master’s or Ph.D.
3. Individual will be teaching for the District in a field related to their Master’s or Ph.D.
4. District 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 bargaining unit member is limited to four (4) lower division units for every fifteen (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 bargaining unit member to retain the position held.

Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the bargaining unit member applies for the authorization through the Human Resources Department.

To ensure classification credit, advance approval must be obtained from the Human Resources Department.

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 bargaining unit member to retain the position held at the time of taking CEUs. Fifteen (15) classroom hours shall equal one (1) unit.

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

Salary Schedule Appendix A

Mt. Diablo Education Association (TISP Lead; School Counselors: 195 days)
Salary Schedule – 2026 - 2027
(3.6434% increase effective 7/1/26)

Mt. Diablo Unified School District

Units	0 - 44	45 – 59	60 - 74	75 +
Steps	Class I	Class II	Class III	Class IV
1	$73,113.30	$74,784.45	$76,972.35	$79,222.65
2	$74,538.75	$76,865.10	$79,285.05	$81,783.00
3	$76,441.95	$78,939.90	$81,677.70	$84,438.90
4	$78,419.25	$81,227.25	$84,156.15	$87,184.50
5	$80,449.20	$83,516.55	$86,724.30	$90,051.00
6	$82,535.70	$85,872.15	$89,374.35	$93,020.85
7	$84,690.45	$88,315.50	$92,119.95	$96,097.95
8	$86,911.50	$90,840.75	$94,965.00	$99,290.10
9	$89,189.10	$93,440.10	$97,907.55	$102,599.25
10	$91,544.70	$96,123.30	$100,945.65	$106,037.10
11	$91,544.70	$98,900.10	$104,102.70	$109,603.65
12	$91,544.70	$101,758.80	$107,359.20	$113,304.75
13	$91,544.70	$101,758.80	$110,740.50	$117,142.35
14				$118,519.05
15				$119,915.25
16				$121,329.00
17				$122,758.35
18				$124,203.30
19				$125,661.90
20				$127,145.85
21				$128,641.50
22				$130,158.60
23				$131,691.30
24				$133,239.60
25				$134,807.40

Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.

Master's Degree from an accredited institution - $1,839
Doctorate (e.g., Ed. D. or Ph. D.) from an accredited institution - $1,839
National Board Certification - $1,839
Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - $1,839
Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC) - $1,839
School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation - $1,839

Certificated Hourly Rate*: $43.28
Standards Based Intervention Hourly Rate*: $48.09
Curriculum Development Hourly Rate*: $43.28
Summer School Hourly Rate*: $48.09
* Per Article 14, §14.5.1.1, §14.5.2.1 and §14.8.1 these amounts will increase by the same percentage applied to the salary schedule, if any, each year.

Class size Overage Rates:
General Education: $32.88 per student per day
Elementary PE and all Secondary: $6.57 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	$98.56	0.1421%
Secondary SDC – SH	11	1	$98.56	0.1421%
Full Inclusion Facilitators	11	1	$98.56	0.1421%
Preschool SDC	12	1	$98.56	0.1421%
Elementary SDC – LH	15	1	$65.69	0.0947%
Secondary SDC – LH	15	1	$65.69	0.0947%
Elementary Adaptive PE	18	1	$65.69	0.0947%
Secondary Adaptive PE	20	1	$65.69	0.0947%
Resource Specialist	28	2	$65.69	0.0947%
Speech Pathologist	55		$32.88 **	0.0474%

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

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

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

30-Day: $416.22
Other: $665.96
Annual: $665.96
Triennial: $915.69
Case management: $249.74 per month
Hourly Rate: $83.25

Benefits Cash-in-Lieu Amount (Annual for full-time FTE): $2,107

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

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

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

Class Ill: Teachers with a B.A. degree plus 60 semester units

Class IV: Teachers with a B.A. 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 bargaining unit members shall have until October 31st to submit documentation of credits for salary placement for 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 seventy-five percent (75%) of the school year must have been taught.

SERVICE CREDIT

Effective July 1, 2026, credit for public school teaching experience outside the District, and one (1) year of credit for military service, shall be given. All bargaining unit members shall be placed on the appropriate step, including those employed prior to July 1, 2026.

Effective July 1, 2000, year-for-year credit 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 also offer appropriate service credit for individuals who have taught in a K-12 private school without a state credential or license, but under the following conditions:

1. Individual possesses a Master’s Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to their Master’s or Ph.D.
3. Individual will be teaching for the District in a field related to their Master’s or Ph.D.
4. District 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 bargaining unit member is limited to four (4) lower division units for every fifteen (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 bargaining unit member to retain the position held.

Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the bargaining unit member applies for the authorization through the Human Resources Department.

To ensure classification credit, advance approval must be obtained from the Human Resources Department.

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 bargaining unit member to retain the position held at the time of taking CEUs. Fifteen (15) classroom hours shall equal one (1) unit.

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

Mt. Diablo Education Association (Extended School Year: 207 days)
Salary Schedule – 2026 - 2027
(3.6434% increase effective 7/1/26)

Mt. Diablo Unified School District

Units / Steps	0 - 44 Class I	45 – 59 Class II	60 - 74 Class III	75 + Class IV
1	$77,612.58	$79,386.57	$81,709.11	$84,097.89
2	$79,125.75	$81,595.26	$84,164.13	$86,815.80
3	$81,146.07	$83,797.74	$86,704.02	$89,635.14
4	$83,245.05	$86,225.85	$89,334.99	$92,549.70
5	$85,399.82	$88,656.03	$92,061.18	$95,592.60
6	$87,614.82	$91,156.59	$94,874.31	$98,745.21
7	$89,902.17	$93,750.30	$97,788.87	$102,011.67
8	$92,259.90	$96,430.95	$100,809.00	$105,400.26
9	$94,677.66	$99,190.26	$103,932.63	$108,913.05
10	$97,178.22	$102,038.58	$107,157.69	$112,562.46
11	$97,178.22	$104,986.26	$110,509.02	$116,348.49
12	$97,178.22	$108,020.88	$113,965.92	$120,277.35
13	$97,178.22	$108,020.88	$117,555.30	$124,351.11
14				$125,812.53
15				$127,294.65
16				$128,795.40
17				$130,312.71
18				$131,846.58
19				$133,394.95
20				$134,970.21
21				$136,557.90
22				$138,168.36
23				$139,795.38
24				$141,438.96
25				$143,103.24

Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.

Master's Degree from an accredited institution - $1,839
Doctorate (e.g., Ed. D. or Ph. D.) from an accredited institution - $1,839
National Board Certification - $1,839
Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - $1,839
Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC) - $1,839
School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation - $1,839

Certificated Hourly Rate*: $43.28
Standards Based Intervention Hourly Rate*: $48.09
Curriculum Development Hourly Rate*: $43.28
Summer School Hourly Rate*: $48.09
* Per Article 14, §14.5.1.1, §14.5.2.1 and §14.8.1 these amounts will increase by the same percentage applied to the salary schedule, if any, each year.
Class size Overage Rates:
General Education: $32.88 per student per day
Elementary PE and all Secondary: $6.57 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	$98.56	0.1421%
Secondary SDC – SH	11	1	$98.56	0.1421%
Full Inclusion Facilitators	11	1	$98.56	0.1421%
Preschool SDC	12	1	$98.56	0.1421%
Elementary SDC – LH	15	1	$65.69	0.0947%
Secondary SDC – LH	15	1	$65.69	0.0947%
Elementary Adaptive PE	18	1	$65.69	0.0947%
Secondary Adaptive PE	20	1	$65.69	0.0947%
Resource Specialist	28	2	$65.69	0.0947%
Speech Pathologist	55		$32.88 **	0.0474%

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

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

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

30-Day: $416.22
Other: $665.96
Annual: $665.96
Triennial: $915.69
Case management: $249.74 per month
Hourly Rate: $83.25

Benefits Cash-in-Lieu Amount (Annual for full-time FTE): $2,107

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

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

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

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

Class IV: Teachers with a B.A. 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 bargaining unit members shall have until October 31st to submit documentation of credits for salary placement for 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 seventy-five percent (75%) of the school year must have been taught.

SERVICE CREDIT

Effective July 1, 2026, credit for public school teaching experience outside the District, and one (1) year of credit for military service, shall be given. All bargaining unit members shall be placed on the appropriate step, including those employed prior to July 1, 2026.

Effective July 1, 2000, year-for-year credit 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 also offer appropriate service credit for individuals who have taught in a K-12 private school without a state credential or license, but under the following conditions:

1. Individual possesses a Master’s Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to their Master’s or Ph.D.
3. Individual will be teaching for the District in a field related to their Master’s or Ph.D.
4. District 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 bargaining unit member is limited to four (4) lower division units for every fifteen (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 bargaining unit member to retain the position held.

Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the bargaining unit member applies for the authorization through the Human Resources Department.

To ensure classification credit, advance approval must be obtained from the Human Resources Department.

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 bargaining unit member to retain the position held at the time of taking CEUs. Fifteen (15) classroom hours shall equal one (1) unit.

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

Mt. Diablo Education Association (MDEA President: 212 days)
Salary Schedule – 2026 - 2027
(3.6434% increase effective 7/1/26)

Mt. Diablo Unified School District

Units	0 - 44	45 – 59	60 - 74	75 +
Steps	Class I	Class II	Class III	Class IV
1	$79,487.28	$81,304.12	$83,682.76	$86,129.24
2	$81,037.00	$83,566.16	$86,197.08	$88,912.80
3	$83,106.12	$85,821.84	$88,798.32	$91,800.24
4	$85,255.80	$88,308.60	$91,492.84	$94,785.20
5	$87,462.72	$90,797.48	$94,284.88	$97,901.60
6	$89,731.12	$93,358.44	$97,165.96	$101,130.36
7	$92,073.72	$96,014.80	$100,150.92	$104,475.72
8	$94,488.40	$98,760.20	$103,244.00	$107,946.16
9	$96,964.56	$101,586.16	$106,443.08	$111,543.80
10	$99,525.52	$104,503.28	$109,746.04	$115,281.36
11	$99,525.52	$107,522.16	$113,178.32	$119,158.84
12	$99,525.52	$110,630.08	$116,718.72	$123,182.60
13	$99,525.52	$110,630.08	$120,394.80	$127,354.76
14				$128,851.48
15				$130,369.40
16				$131,906.40
17				$133,460.36
18				$135,031.28
19				$136,617.04
20				$138,230.36
21				$139,856.40
22				$141,505.76
23				$143,172.08
24				$144,855.36
25				$146,559.84

Actual paid base salaries are based on a daily rate which includes decimals. The amount received daily or annually may be higher or lower than the figures on this rounded salary schedule.

Master's Degree from an accredited institution - $1,839
Doctorate (e.g., Ed. D. or Ph. D.) from an accredited institution - $1,839
National Board Certification - $1,839
Bilingual Cross-cultural Language in Academic Development (BCLAD) certification - $1,839
Speech and Language Pathologists who possess a valid Certificate of Clinical Competence (CCC) - $1,839
School Nurses who possess a valid National Board Certification of School Nurses (NBCSN) designation - $1,839

Certificated Hourly Rate*: $43.28
Standards Based Intervention Hourly Rate*: $48.09
Curriculum Development Hourly Rate*: $43.28
Summer School Hourly Rate*: $48.09
* Per Article 14, §14.5.1.1, §14.5.2.1 and §14.8.1 these amounts will increase by the same percentage applied to the salary schedule, if any, each year.
Class size Overage Rates:
General Education: $32.88 per student per day
Elementary PE and all Secondary: $6.57 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	$98.56	0.1421%
Secondary SDC – SH	11	1	$98.56	0.1421%
Full Inclusion Facilitators	11	1	$98.56	0.1421%
Preschool SDC	12	1	$98.56	0.1421%
Elementary SDC – LH	15	1	$65.69	0.0947%
Secondary SDC – LH	15	1	$65.69	0.0947%
Elementary Adaptive PE	18	1	$65.69	0.0947%
Secondary Adaptive PE	20	1	$65.69	0.0947%
Resource Specialist	28	2	$65.69	0.0947%
Speech Pathologist	55		$32.88 **	0.0474%

Key: SDC – Special Day Class; SH – Severely Handicapped; LH – Learning Handicapped
** Speech Pathologists rates based on number of sessions with student rather than days

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

30-Day: $416.22
Other: $665.96
Annual: $665.96
Triennial: $915.69
Case management: $249.74 per month
Hourly Rate: $83.25

Benefits Cash-in-Lieu Amount (Annual for full-time FTE): $2,107

PLACEMENT ON SALARY SCHEDULE

All classification units must conform to District requirements.

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

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

Class Ill: Teachers with a B.A. degree plus 60 semester units

Class IV: Teachers with a B.A. 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 bargaining unit members shall have until October 31st to submit documentation of credits for salary placement for 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 seventy-five percent (75%) of the school year must have been taught.

SERVICE CREDIT

Effective July 1, 2026, credit for public school teaching experience outside the District, and one (1) year of credit for military service, shall be given. All bargaining unit members shall be placed on the appropriate step, including those employed prior to July 1, 2026.

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 Master’s Degree and/or Ph.D.
2. K-12 private school teaching experience was in a field related to their Master’s or Ph.D.
3. Individual will be teaching for the District in a field related to their Master’s or Ph.D.
4. District 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 bargaining unit member is limited to four (4) lower division units for every fifteen (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 bargaining unit member to retain the position held.

Units for obtaining a Supplemental Authorization shall not be credited for salary schedule movement until the bargaining unit member applies for the authorization through the Human Resources Department.

To ensure classification credit, advance approval must be obtained from the Human Resources Department.

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 bargaining unit member to retain the position held at the time of taking CEUs. Fifteen (15) classroom hours shall equal one (1) unit.

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

Mt. Diablo Education Association – Adult Education Teacher and Adult Education Coordinator
Work Year: Teacher- variable; Coordinator- 230 days
Salary Schedule – 2026 – 2027
(3.6434% increase effective 7/1/26)

Mt. Diablo Unified School District

Steps	Adult Ed Teacher (Hourly)	Adult Ed Coordinator (Hourly)	Adult Ed Coordinator Salary
1	$45.30	$58.89	$108,363.58
2	$47.62	$59.69	$109,826.28
3	$51.27	$60.29	$110,941.90
4	$55.73	$60.86	$111,983.14
5		$61.64	$113,421.05

Benefits Cash-in-Lieu Amount (Annual for full-time FTE): $2,184.15

Adult Education Coordinators are salaried employees. Full-time Adult Education Coordinators work forty (40) hours per week (§31.1.5) for 230 days per year (§31.7.2).

Full-time Adult Education Teachers work at least thirty (30) hours per week and at least one thousand fifty (1050) hours per year (§31.1.6).

Mt. Diablo Unified School District

2025-26 UPDATED MDEA SUPPLEMENTAL COMPENSATION SCHEDULE

Bargaining unit members holding positions entitled to extra compensation for special duties shall receive the following in addition to the salary provided for their placement on the salary schedule. These stipended positions shall be approved annually by the site administrator.

All stipends in this schedule will increase by the same percentage increase applied to the salary schedule, if any, moving forward, rounded to the nearest whole dollar.

Longevity increment of $410 added beginning in the second year and in each alternate year thereafter through year ten (10).

Athletic Coaches:		**Year 1**	**Year 2**	**Year 4**	**Year 6**	**Year 8**	**Year 10**
Fall	Cross Country	$2,394	2,804	3,196	3,597	3,998	$4,399
	Cross Country Assistant	$2,039	2,449	2,841	3,242	3,643	$4,044
	Football- Varsity	$2,662	3,072	3,464	3,865	4,266	$4,667
	Football- Varsity Assistant	$2,262	2,672	3,064	3,465	3,866	$4,267
	Football- Junior Varsity	$2,262	2,672	3,064	3,465	3,866	$4,267
	Football- Junior Varsity Assistant	$2,262	2,672	3,064	3,465	3,866	$4,267
	Football Trainer	$2,262	2,672	3,064	3,465	3,866	$4,267
	Golf- Girls	$2,130	2,540	2,932	3,333	3,734	$4,135
	Tennis- Girls	$2,130	2,540	2,932	3,333	3,734	$4,135
	Volleyball-Varsity- Girls	$2,130	2,540	2,932	3,333	3,734	$4,135
	Volleyball- Junior Varsity- Girls	$2,039	2,449	2,841	3,242	3,643	$4,044
	Water Polo- Boys	$2,130	2,540	2,932	3,333	3,734	$4,135
	Water Polo- Girls	$2,130	2,540	2,932	3,333	3,734	$4,135
Winter	Basketball- Varsity- Boys	$2,394	2,804	3,196	3,597	3,998	$4,399
	Basketball- Varsity- Girls	$2,394	2,804	3,196	3,597	3,998	$4,399
	Basketball- Junior Varsity- Boys	$2,039	2,449	2,841	3,242	3,643	$4,044
	Basketball- Junior Varsity- Girls	$2,039	2,449	2,841	3,242	3,643	$4,044
	Soccer- Varsity- Boys	$2,130	2,540	2,932	3,333	3,734	$4,135
	Soccer- Varsity- Girls	$2,130	2,540	2,932	3,333	3,734	$4,135
	Soccer- Junior Varsity- Boys	$2,039	2,449	2,841	3,242	3,643	$4,044
	Soccer- Junior Varsity- Girls	$2,039	2,449	2,841	3,242	3,643	$4,044
	Wrestling	$2,394	2,804	3,196	3,597	3,998	$4,399
	Wrestling- Assistant	$2,039	2,449	2,841	3,242	3,643	$4,044
Spring	Baseball- Varsity	$2,394	2,804	3,196	3,597	3,998	$4,399
	Baseball- Junior Varsity	$2,039	2,449	2,841	3,242	3,643	$4,044
	Cheer	$2,394	2,804	3,196	3,597	3,998	$4,399
	Golf- Boys	$2,130	2,540	2,932	3,333	3,734	$4,135
	Lacrosse- Boys	$2,130	2,540	2,932	3,333	3,734	$4,135
	Lacrosse- Girls	$2,130	2,540	2,932	3,333	3,734	$4,135
	Softball- Varsity	$2,394	2,804	3,196	3,597	3,998	$4,399
	Softball- Junior Varsity	$2,039	2,449	2,841	3,242	3,643	$4,044
	Swimming- Boys	$2,130	2,540	2,932	3,333	3,734	$4,135
	Swimming- Girls	$2,130	2,540	2,932	3,333	3,734	$4,135
	Tennis- Boys	$2,130	2,540	2,932	3,333	3,734	$4,135
	Track- Boys	$2,394	2,804	3,196	3,597	3,998	$4,399
	Track- Girls	$2,394	2,804	3,196	3,597	3,998	$4,399
	Volleyball- Varsity- Boys	$2,130	2,540	2,932	3,333	3,734	$4,135
	Volleyball- Junior Varsity- Boys	$2,039	2,449	2,841	3,242	3,643	$4,044
Art Directors *							
	High School Band Director	$3,172	$3,582	$3,974	$4,375	4,776	5,177
	High School Choral Director	$2,262	$2,672	$3,064	$3,465	3,866	4,267
	High School Dance Director	$2,130	$2,540	$2,932	$3,333	3,734	4,135
	High School Drama Director	$2,130	$2,54	$2,932	$3,333	3,734	4,135

* Art Directors producing fewer than three (3) productions annually per school shall receive stipends on a prorated basis.

High School Athletic Director and High School ASB Advisory/Leadership Teacher							
	Fall	$3,172	$3,573	$3,974	$4,375	$4,776	$5,177
	Spring	$3,172	$3,573	$3,974	$4,375	$4,776	$5,177

Supplemental Compensation Schedule Appendix B

Co-Curricular

High School

Yearbook/Publications	$711	Three (3) positions per school allowable
Other Stipends (i.e., Model UN, Mock Trial)	$784	Two (2) positions per school allowable

* Each site may choose to fund alternative activities such as Academic Decathlon and Odyssey of the Mind through a faculty vote. Potential variations from the discussed uses of these funds shall first be reviewed by the Assistant Superintendent, Secondary Education and the Executive Board of the Association. Should this matter go to a vote of the faculty, such a vote shall require a two-thirds (2/3) faculty concurrence to fund alternative uses.

Middle School

Band/Choral Director	$713	Three (3) positions per school allowable. To be eligible for the stipend, the position must include evening performances.
Drama Director	$711	One (1) positions per school allowable. To be eligible for the stipend, the position must include evening performances.
Publications	$711	Two (2) positions per school allowable.
Yearbook	$711	Two (2) positions per school allowable.
Sports Site Coordinator	$3,138	One (1) position per school allowable.
Athletic Coaches	$313	Per season, per team

Note: A single bargaining unit member may hold multiple positions, including multiple positions in one category. For example, a bargaining unit member acting as the yearbook director, band director, and jazz band director would receive three stipends. A bargaining unit member serving as the only bargaining unit member responsible for the yearbook would receive both stipends. A single member may not receive more than three (3) stipends in a single year. Stipends for Athletic Coaches do not apply the limit of three per year.

Departmental Chairperson

Identified subject areas*

1 – 4 teachers (including chairperson)	$870	* Maximum positions per school (including Special Education)
5 – 9 teachers (including chairperson)	$1,156	Middle Schools: Eight (8)
10 or more teachers (including chairperson)	$1,454	High Schools: Thirteen (13)

Elementary FTE Stipends:

Each elementary school, Robert L. Shearer, Shadelands, and Sunrise shall receive a stipend for each FTE in the amount of $170

Teachers on Special Assignment (TOSAs) (full-time):	$927
Teacher of Record assigned to a Dual Language classroom:	$1,752
CA Registered Nurse Licensure employed as a School Nurse (stipend prorated by full-time equivalent percentage)	$1,752

Longevity Plan:

High School Athletic Coaches:

1. Coaches shall be referred to as “certificated” and “non-certificated.” A “certificated” coach is one who is properly certified to teach in California.
2. All “non-certificated” coaches shall receive longevity in the same way and manner as certificated coaches.
3. Athletic coaches are able to qualify for longevity pay without regard to continuous service within the same sport, level, and gender if gender is applicable.

Mt. Diablo Unified School District

2026-27 UPDATED MDEA SUPPLEMENTAL COMPENSATION SCHEDULE

Bargaining unit members holding positions entitled to extra compensation for special duties shall receive the following in addition to the salary provided for their placement on the salary schedule. These stipended positions shall be approved annually by the site administrator.

All stipends in this schedule will increase by the same percentage increase applied to the salary schedule, if any, moving forward, rounded to the nearest whole dollar.

Longevity increment of $425 added beginning in the second year and in each alternate year thereafter through year ten (10).

		Year 1	Year 2	Year 4	Year 6	Year 8	Year 10
Athletic Coaches:							
Fall	Cross Country	$2,481	$2,906	$3,331	$3,756	$4,181	$4,606
	Cross Country Assistant	$2,113	$2,538	$2,963	$3,388	$3,813	$4,238
	Football- Varsity	$2,759	$3,184	$3,609	$4,034	$4,459	$4,884
	Football- Varsity Assistant	$2,344	$2,769	$3,194	$3,619	$4,044	$4,469
	Football- Junior Varsity	$2,344	$2,769	$3,194	$3,619	$4,044	$4,469
	Football- Junior Varsity Assistant	$2,344	$2,769	$3,194	$3,619	$4,044	$4,469
	Football Trainer	$2,344	$2,769	$3,194	$3,619	$4,044	$4,469
	Golf- Girls	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Tennis- Girls	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Volleyball-Varsity- Girls	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Volleyball- Junior Varsity- Girls	$2,113	$2,538	$2,963	$3,388	$3,813	$4,238
	Water Polo- Boys	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Water Polo- Girls	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
Winter	Basketball- Varsity- Boys	$2,481	$2,906	$3,331	$3,756	$4,181	$4,606
	Basketball- Varsity- Girls	$2,481	$2,906	$3,331	$3,756	$4,181	$4,606
	Basketball- Junior Varsity- Boys	$2,113	$2,538	$2,963	$3,388	$3,813	$4,238
	Basketball- Junior Varsity- Girls	$2,113	$2,538	$2,963	$3,388	$3,813	$4,238
	Soccer- Varsity- Boys	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Soccer- Varsity- Girls	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Soccer- Junior Varsity- Boys	$2,113	$2,538	$2,963	$3,388	$3,813	$4,238
	Soccer- Junior Varsity- Girls	$2,113	$2,538	$2,963	$3,388	$3,813	$4,238
	Wrestling	$2,481	$2,906	$3,331	$3,756	$4,181	$4,606
	Wrestling- Assistant	$2,113	$2,538	$2,963	$3,388	$3,813	$4,238
Spring	Baseball- Varsity	$2,481	$2,906	$3,331	$3,756	$4,181	$4,606
	Baseball- Junior Varsity	$2,113	$2,538	$2,963	$3,388	$3,813	$4,238
	Cheer	$2,481	$2,906	$3,331	$3,756	$4,181	$4,606
	Golf- Boys	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Lacrosse- Boys	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Lacrosse- Girls	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Softball- Varsity	$2,481	$2,906	$3,331	$3,756	$4,181	$4,606
	Softball- Junior Varsity	$2,113	$2,538	$2,963	$3,388	$3,813	$4,238
	Swimming- Boys	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Swimming- Girls	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Tennis- Boys	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Track- Boys	$2,481	$2,906	$3,331	$3,756	$4,181	$4,606
	Track- Girls	$2,481	$2,906	$3,331	$3,756	$4,181	$4,606
	Volleyball- Varsity- Boys	$2,208	$2,633	$3,058	$3,483	$3,908	$4,333
	Volleyball- Junior Varsity- Boys	$2,113	$2,538	$2,963	$3,388	$3,813	$4,238
Art Directors *							
	High School Band Director	$3,288	$3,713	$4,138	$4,563	$4,988	5,413
	High School Choral Director	$2,344	$2,769	$3,194	$3,619	$4,044	4,469
	High School Dance Director	$2,208	$2,633	$3,058	$3,483	$3,908	4,333
	High School Drama Director	$2,208	$2,633	$3,058	$3,483	$3,908	4,333

* Art Directors producing fewer than three (3) productions annually per school shall receive stipends on a prorated basis.

High School Athletic Director and High School ASB Advisory/Leadership Teacher							
	Fall	$3,288	$3,713	$4,138	$4,563	$4,988	$5,413
	Spring	$3,288	$3,713	$4,138	$4,563	$4,988	$5,413

Co-Curricular

High School

Yearbook/Publications	$737	Three (3) positions per school allowable
Other Stipends (i.e., Model UN, Mock Trial)	$813	Two (2) positions per school allowable

* Each site may choose to fund alternative activities such as Academic Decathlon and Odyssey of the Mind through a faculty vote. Potential variations from the discussed uses of these funds shall first be reviewed by the Assistant Superintendent, Secondary Education and the Executive Board of the Association. Should this matter go to a vote of the faculty, such a vote shall require a two-thirds (2/3) faculty concurrence to fund alternative uses.

Middle School

Band/Choral Director	$739	Three (3) positions per school allowable. To be eligible for the stipend, the position must include evening performances.
Drama Director	$737	One (1) positions per school allowable. To be eligible for the stipend, the position must include evening performances.
Publications	$737	Two (2) positions per school allowable.
Yearbook	$737	Two (2) positions per school allowable.
Sports Site Coordinator	$3,252	One (1) position per school allowable.
Athletic Coaches	$324	Per season, per team

Note: A single bargaining unit member may hold multiple positions, including multiple positions in one category. For example, a bargaining unit member acting as the yearbook director, band director, and jazz band director would receive three stipends. A bargaining unit member serving as the only bargaining unit member responsible for the yearbook would receive both stipends. A single member may not receive more than three (3) stipends in a single year. Stipends for Athletic Coaches do not apply the limit of three per year.

Departmental Chairperson

Identified subject areas*

1 – 4 teachers (including chairperson)	$902
5 – 9 teachers (including chairperson)	$1,198
10 or more teachers (including chairperson)	$1,507

* Maximum positions per school (including Special Education)
Middle Schools: Eight (8)
High Schools: Thirteen (13)

Elementary FTE Stipends:

Each elementary school, Robert L. Shearer, Shadelands, and Sunrise shall receive a stipend for each FTE in the amount of $180

Teachers on Special Assignment (TOSAs) (full-time):	$961
Teacher of Record assigned to a Dual Language classroom:	$1,839
CA Registered Nurse Licensure employed as a School Nurse (stipend prorated by full-time equivalent percentage)	$1,839

Longevity Plan:

High School Athletic Coaches:

1. Coaches shall be referred to as “certificated” and “non-certificated.” A “certificated” coach is one who is properly certified to teach in California.
2. All “non-certificated” coaches shall receive longevity in the same way and manner as certificated coaches.
3. Athletic coaches are able to qualify for longevity pay without regard to continuous service within the same sport, level, and gender if gender is applicable.

MT.DIABLO

UNIFIED SCHOOL DISTRICT

2025-2026 INSTRUCTIONAL CALENDAR

Board Approved 12/18/2024 (Parent Teacher Conferences added 6/5/2025)

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
July 2025			1	2	3	4	5	
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
	27	28	29	30	31			
								(0)
Aug 2025						1	2	0
	3	4	5	6	7	8	9	3
	10	11	12	13	14	15	16	5
	17	18	19	20	21	22	23	5
	24	25	26	27	28	29	30	5
	31							
								(18)
Sept 2025		1	2	3	4	5	6	4
	7	8	9	10	11	12	13	5
	14	15	16	17	18	19	20	5
	21	22	23	24	25	26	27	5
	28	29	30					2
								(21)
Oct 2025				1	2	3	4	3
	5	6	7	8	9	10	11	0
	12	13	14	15	16	17	18	4
	19	20	21	22	23	24	25	5
	26	27	28	29	30	31		4
								(16)
Nov 2025							1	0
	2	3	4	5	6	7	8	5
	9	10	11	12	13	14	15	4
	16	17	18	19	20	21	22	5
	23	24	25	26	27	28	29	0
	30							
								(14)
Dec 2025		1	2	3	4	5	6	5
	7	8	9	10	11	12	13	5
	14	15	16	17	18	19	20	5
	21	22	23	24	25	26	27	0
	28	29	30	31				0
								(15)

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Jan 2026					1	2	3	0
	4	5	6	7	8	9	10	5
	11	12	13	14	15	16	17	5
	18	19	20	21	22	23	24	4
	25	26	27	28	29	30	31	5
								(19)
Feb 2026	1	2	3	4	5	6	7	5
	8	9	10	11	12	13	14	5
	15	16	17	18	19	20	21	4
	22	23	24	25	26	27	28	5
								(19)
March 2026	1	2	3	4	5	6	7	5
	8	9	10	11	12	13	14	5
	15	16	17	18	19	20	21	4
	22	23	24	25	26	27	28	5
	29	30	31					1
								0
								(20)
April 2026				1	2	3	4	3
	5	6	7	8	9	10	11	0
	12	13	14	15	16	17	18	4
	19	20	21	22	23	24	25	5
	26	27	28	29	30			4
								(16)
May 2026						1	2	1
	3	4	5	6	7	8	9	5
	10	11	12	13	14	15	16	5
	17	18	19	20	21	22	23	5
	24	25	26	27	28	29	30	4
	31							
								(20)
June 2026		1	2	3	4	5	6	2
	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30					
								(2)

T = Work Day, All Teachers | N = New Staff Orientation | L = Legal Holiday | B = Board Holiday | R = School Recess

July 4: Independence Day
July 29: Title I Academy
July 30-31: New Staff Orientation
August 1-5: All Teacher In-Service Day- Non Student Day
August 6: First Student Day
Sept 1: Labor Day
Oct 3: End of 1st Quarter
October 6th-10th: Fall Recess
October 13: Indigenous Peoples Day
Oct 14: School Resumes
Oct 27: Teacher In Service- Non Student Day
Oct 31: End of 1st Trimester
Nov 3-14: Caregiver Conferences (TK-5th Grade)
Nov 11: Veterans Day
Nov 24-28: School Recess
Nov 27: Thanksgiving Day
Nov 28: Board Holiday
Dec 1: School Resumes
Dec 19: End of 1st Semester/End of 2nd Quarter
Dec 22- Jan 2: Winter Recess

Quarter 1= 42 days
Quarter 2= 42 days
Quarter 3= 48 days
Quarter 4= 48 days

Semester 1= 84 days
Semester 2= 96 days

180 days

Trimester 1= 55 days
Trimester 2= 67 days
Trimester 3= 58 days

180 days

Dec 25: Christmas Holiday
Jan 1: New Year's Day
Jan 5: School Resumes
Jan 19: Martin Luther King Day
Feb 16: Presidents Day
Feb 27: End of Trimester 2
Mar 13: End of 3rd Quarter
Mar 16: All Teacher In-Service Day- Non Student Day
Mar 31: Cesar Chavez Day
Apr 6-13: Spring Recess
Apr 10: Board Holiday
Apr 14: School Resumes
May 25: Memorial Day
Jun 2: Last Student Day
Jun 2: End of 2nd Semester/ 4th Quarter/ 3rd Trimester
Jun 19: Juneteenth

MT.DIABLO

UNIFIED SCHOOL DISTRICT

2026-2027 INSTRUCTIONAL CALENDAR

Board Approved 12/18/2024 (Parent Teacher Conferences added 6/5/2025)

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
July 2026				1	2	3	4	
	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30	31		
								(0)
Aug 2026							1	0
	2	3	4	5	6	7	8	2
	9	10	11	12	13	14	15	5
	16	17	18	19	20	21	22	5
	23	24	25	26	27	28	29	5
	30	31						1
								(18)
Sept 2026			1	2	3	4	5	4
	6	7	8	9	10	11	12	4
	13	14	15	16	17	18	19	5
	20	21	22	23	24	25	26	5
	27	28	29	30				3
								(21)
Oct 2026					1	2	3	2
	4	5	6	7	8	9	10	0
	11	12	13	14	15	16	17	4
	18	19	20	21	22	23	24	5
	25	26	27	28	29	30	31	5
								(16)
Nov 2026	1	2	3	4	5	6	7	4
	8	9	10	11	12	13	14	4
	15	16	17	18	19	20	21	5
	22	23	24	25	26	27	28	0
	29	30						1
								(14)
Dec 2026			1	2	3	4	5	4
	6	7	8	9	10	11	12	5
	13	14	15	16	17	18	19	5
	20	21	22	23	24	25	26	0
	27	28	29	30	31			0
								(14)

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Jan 2027						1	2	0
	3	4	5	6	7	8	9	5
	10	11	12	13	14	15	16	5
	17	18	19	20	21	22	23	4
	24	25	26	27	28	29	30	5
	31							0
								(19)
Feb 2027		1	2	3	4	5	6	5
	7	8	9	10	11	12	13	5
	14	15	16	17	18	19	20	4
	21	22	23	24	25	26	27	5
	28							0
								(19)
March 2027		1	2	3	4	5	6	5
	7	8	9	10	11	12	13	5
	14	15	16	17	18	19	20	4
	21	22	23	24	25	26	27	5
	28	29	30	31				2
								(21)
April 2027					1	2	3	2
	4	5	6	7	8	9	10	0
	11	12	13	14	15	16	17	4
	18	19	20	21	22	23	24	5
	25	26	27	28	29	30		5
								(16)
May 2027							1	0
	2	3	4	5	6	7	8	5
	9	10	11	12	13	14	15	5
	16	17	18	19	20	21	22	5
	23	24	25	26	27	28	29	5
	30	31						0
								(20)
June 2027			1	2	3	4	5	2
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
	27	28	29	30				
								(2)

T = Work Day, All Teachers | **N** = New Staff Orientation | **L** = Legal Holiday | **B** = Board Holiday | **R** = School Recess

July 3: Independence Day (Observed)
July 29: Title I Academy
July 30-31: New Staff Orientation
August 3-5: All Teacher In-Service Day- Non Student Day
August 6: First Student Day
Sept 7: Labor Day
Oct 2: End of 1st Quarter
October 5-9: Fall Recess
Oct 12: Indigenous Peoples Day
Oct 13: School Resumes
October 26: Teacher In Service- Non Student Day
Oct 30: End of 1st Trimester
Nov 2-13: Caregiver Conferences (TK-5th Grade)
Nov 11: Veterans Day
Nov 23-27: School Recess
Nov 26: Thanksgiving Day
Nov 27: Board Holiday
Nov 30: School Resumes
Dec 18: End of 1st Semester/End of 2nd Quarter
Dec 21- Jan 1: Winter Recess

Quarter 1=	41 days	
Quarter 2=	42 days	
Quarter 3=	48 days	
Quarter 4=	49 days	
Semester 1=	83 days	
Semester 2=	97 days	
	180 days	
Trimester 1=	55 days	
Trimester 2=	66 days	
Trimester 3=	59 days	
	180 days	

Dec 25: Christmas Holiday
Jan 1: New Year's Day
Jan 4: School Resumes
Jan 18: Martin Luther King Day
Feb 15: Presidents Day
Feb 26: End of Trimester 2
Mar 12: End of 3rd Quarter
Mar 15: All Teacher In-Service Day- Non Student Day
Mar 31: Cesar Chavez Day
Apr 5-12: Spring Recess
Apr 9: Board Holiday
Apr 13: School Resumes
May 31: Memorial Day
Jun 2: Last Student Day
Jun 8: End of 2nd Semester/ 4th Quarter/ 3rd Trimester
Jun 18: Juneteenth (Observed)

APPLICATION
PART-TIME EMPLOYMENT LEADING TO RETIREMENT
(WILLIE BROWN)

Name:_____ Date:_____

Address:_____ DOB:_____

_____ Telephone #:_____

ID number:_____ Job location:_____

"Willie Brown" is a program designed to allow unit members aged fifty-five (55) or over to work part-time and receive full-time retirement credit during the ten (10) years immediately prior to retirement. Conditions for participation in " Willie Brown" are as follows:

- Application must be made to personnel services by February 28 in the year previous to the school year in which the unit member intends to participate in the program
- Unit members must be at least fifty-five (55) years of age
- Unit members must have a minimum of ten (10) years of employment in Mount Diablo Unified School District, the most recent five (5) years of which must have been on a full-time basis
- The minimum of the equivalent of half-time service may be exceeded upon mutual consent of the unit member and the district
- At the end of the maximum ten (10) year part-time employment period, the unit member must retire. Retirement may occur before the end of the ten (10) year period.
- For the spring of 1999 on a pilot basis, the number of participants shall be increased to 20 although the district shall not be required to grant this number.
- Those entering the Program for the first time shall do so on the basis of seniority.
- Mutual agreement between the unit member and the immediate supervisor is required before the plan can be implemented. The immediate supervisor's signature is required on the application form.

I have read and understand the conditions for participation in the "Willie Brown" Program

_____
Teacher's signature

_____
Supervisor's approval

Distribution:
White personnel
Pink teacher
Yellow supervisor

Appendix D

MOUNT DIABLO UNIFIED SCHOOL DISTRICT OF CONTRA COSTA COUNTY, CALIFORNIA
1936 Carlotta Dr.
Concord, CA 94519

NOTICE OF ELECTION– Certificated employee
PART-TIME EMPLOYMENT

AS PROVIDED UNDER EDUCATION CODE 44922 AND 45024

Teacher name
Address

NOTICE IS HERE BY GIVEN that the Governing Board of this School District offers to employ the person named at left under the following part-time contract

PART-TIME CONTRACT OF EMPLOYMENT

1. Parties and Date. Effective on_____, the governing board of this School District and the above-named employee, mutual agree, and a promise as follows:
2. Special terms. The following special terms are subject to the other provisions of this part-time contract.:
   a) Assignment:_____
   b) Percentage of part-time: _____
   c) Salary: $_____ per year. Class_____ Step_____
   d) Payable:_____ installments of $_____ beginning_____
   e) Period (term) of contract:_____
   f)
3. The Board hereby employees Employee as a certificated employee of the District under the terms stated above. The salary may be changed by mutual agreement during the term of this contract. This contract does not entitle the Employee to any specific position, work, or work schedule. Assignment within the Employee's credential(s) is at the District's discretion at all times.
4. The minimum of the equivalent of half-time service may be exceeded upon the mutual consent of the employee and the school district.
5. Employee and the district agree to contribute to the State Teachers Retirement System an amount equal to what would be contributed if employee was full time. Credit for retirement allowance will be earned at the full-time rate.
6. Fringe benefits: the employee shall receive health benefits in the same manner as a full-time employee.
7. At the end of the maximum 10-year part-time employment period, the employee is required to submit a resignation. Resignation may occur before the end of the 10-year period. A part-time employment plan of less than 10 years, terminated by resignation, may be designed.
8. Article X of Agreement operable on March 9, 1977, Teacher Transfer, will not apply to participants in this program.
9. Salaries and preparation periods of secondary teachers will be based on the normal teaching load of a full-time teacher as follows:

Normal length student day	Pay per period
6 periods	1/5 full-time rate
7 periods	1/6 full-time rate

10. This contract is subject to the laws of the State of California, to the rules and regulations of the State Board of Education of this Governing Board, and to any amendments or modifications thereof during the term of this contract, all of which are by this reference made a part hereof as though fully set forth herein.
11. Before rendering service hereunder, the employee shall file with the District Superintendent a certificate evidence freedom from active tuberculosis, as required by Ed. Code 41406. The employee shall possess a valid California credential covering this assignment and have it on file in the office of the Contra Costa County Superintendent of Schools, as required by law.

12. Employee's salary shall be withheld until the employee substantiates their training, experience and credentials, which substantiation must be received by the District within 30 days after the employee's first day of employment under this contract.

The district shall have an additional 30 days within which to review and verify the substantiating documents, however, it is the employee's sole responsibility to supply the district with all documents and information necessary to account correctly for said training, experience, and credentials, and employee shall cooperate in furnishing to the District such additional information as it may request.

MOUNTABLE UNIFIED SCHOOL DISTRICT

By
Director of certificated personnel

ACCEPTANCE

I have read and understand the above offer of employment and accept all its terms and conditions.

DATED_____ EMPLOYEE'S SIGNATURE_____

(Sign, date, and return copy to Personnel Services Office)

IMPORTANT NOTE TO EMPLOYEE This offer must be accepted and returned to the District Personnel Services Office before July 1st. Otherwise, the employee shall be deemed to have declined the employment.

EDUCATION CODE 44842
"[I]f, without good cause, a probationary or permanent employee of a school district fails prior to July 1 of any school year to notify the governing board of the district of his or her intention to remain or not to remain in the service of the district, as the case may be, during the ensuing school year if a request to give such notice, including a copy of this section, shall have been personally served upon the employee, or mailed to him or her by United States certified mail with return receipt requested to his or her last known place of address, by the clerk or secretary of the governing board of the school district, not later than the preceding May 30, the employee may be deemed to have declined employment and his or her services as an employee of the district may be terminated on June 30 of that year."

Appendix D

Appendix E

MT. DIABLO UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM

FORMAL GRIEVANCE – STEP 1

Grievant's name: Date:

_____	_____	_____
School/Department	Position / Title	Supervisor: Name and Title

Date grievance occurred:

Provision of contract violated:

Article #(s) Article title(s):

Section #(s) Section title(s):

Informal Discussion(s):

Date(s):

MDEA Representative:

Statement of Grievance issue(s):

Remedy / Remedies Sought:

Initiated by: Date:

Represented by: Date:

*Immediate Supervisor: Upon completion of this section, disperse copies immediately to Asst. Supt /Personnel Services, Immediate Supervisor, MDEA, Grievant

Appendix E

MT. DIABLO UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM

FORMAL GRIEVANCE – STEP 1

IMMEDIATE SUPERVISOR'S RESPONSE

Within 10 work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give their decision in writing to the grievant

Grievant's Name: _____

School/Department _____

Statement of response: _____

_____

_____

_____

_____

_____

_____

_____

_____ Date _____

(Signature of Immediate Supervisor)

*Immediate Supervisor: Upon completion of this section, disperse immediately as follows:

White	- Asst. Supt./ Personnel Services
Blue	- Immediate Supervisor
Green	- MDEA
Canary	- Grievant (For file)
Pink	- Grievant (Complete below and send to Asst. Supt / Personnel Services)
Golden	- Grievant (Complete below and send to MDEA)

☐ I accept this decision ☐ I appeal this decision

_____ Date _____

Signature of Grievant

Appendix E

Mt. Diablo Unified School District

CLASS SIZE GRIEVANCE FORM

FORMAL GRIEVANCE – STEP 2

Grievant's name: _____ Date: _____
(To be given to Supervisor on this date)

_____	_____	_____
School/Department	Position / Title	Supervisor: Name and Title

Date grievance occurred:

Provision of contract violated:
Article #(s) Article title(s):
Section #(s) Section title(s):

Informal Discussion(s):

Date(s):

MDEA Representative:

Statement of Grievance issue(s):

Remedy / Remedies Sought:

Initiated by: Date:
Represented by: Date:

*Immediate Supervisor: Upon completion of this section, disperse copies immediately to Asst. Supt /Personnel Services, Immediate Supervisor, MDEA, Grievant

Appendix E

MT. DIABLO UNIFIED SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION
INITIAL

Copy 1 – Evaluator
Copy 2 – Evaluatee

1936 Carlotta Drive, Concord, CA 94519

Evaluatee _____ Position _____ School _____

Employee ID # _____ Standards Selected (at least 2) _____

Evaluator _____ Position _____ School Year _____

Status: ❑ Temporary ❑ Prob Intern/Probationary I ❑ Probationary II ❑ Permanent

Peer Assistance and Review (PAR) Program ❑ Yes ❑ No

DEV=Developing (may only be used for 1st year teacher–someone new to the profession)

Rating: U=Unsatisfactory NI=Needs Improvement ME=Meets Expectations D=Distinguished

STANDARD I – Engaging and Supporting All Students in Learning	PLANS FOR GROWTH	EVIDENCED BY
• Using knowledge of students to engage them in learning. • Connecting learning to students' prior knowledge, backgrounds, life experiences and interests. • Connecting subject matter to meaningful, real life contexts. • Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs. • Promoting critical thinking through inquiry, problem solving and reflection. • Monitoring student learning and adjusting instruction while teaching.		

Evaluatee _____

School Year _____

STANDARD II – Creating and Maintaining Effective Environments for Student Learning	PLANS FOR GROWTH	EVIDENCED BY
• Promoting social development and responsibility within a caring community in which each student is treated fairly and respectfully. • Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage productive interactions among students. • Establishing and maintaining a physically, intellectually, and emotionally safe learning environment. • Creating a rigorous learning environment with high expectations and appropriate support for all students. • Developing, communicating and maintaining high standards for individual and group behavior. • Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn. • Using instructional time to optimize learning.		

Appendix F

Evaluatee _____

School Year _____

STANDARD III – Understanding and Organizing Subject Matter for Student Learning	PLANS FOR GROWTH	EVIDENCED BY
• Demonstrating knowledge of subject matter academic content and standards. • Applying knowledge of student development and proficiencies to ensure student understanding of subject matter. • Organizing curriculum to facilitate student understanding of subject matter. • Utilizing instructional strategies that are appropriate to the subject matter. • Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to students. • Addressing the needs of English Learners and Students with Special Needs to provide equitable access to the content.		

Appendix F

Evaluatee _____

School Year _____

STANDARD IV – Planning Instruction and Designing Learning Experiences for All Students	PLANS FOR GROWTH	EVIDENCED BY
• Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction. • Establishing and articulating goals for student learning. • Developing and sequencing long-term and short-term instructional plans to support student learning. • Planning instruction that incorporates appropriate strategies to meet the learning needs of all students. • Adapting instructional plans and curricular material to meet the assessed learning needs of all students.		

Appendix F

Evaluatee _____

School Year _____

STANDARD V – Assessing Student Learning	PLANS FOR GROWTH	EVIDENCED BY
• Applying knowledge of the purposes, characteristics and uses of different types of assessments. • Collecting and analyzing assessment data from a variety of sources to inform instruction. • Reviewing data both individually and with colleagues to monitor student learning. • Using assessment data to establish learning goals and to plan, differentiate, and modify instruction. • Involving all students in self-assessment, goal setting, and monitoring progress. • Using available technologies to assist in assessment, analysis, and communication of student learning. • Using assessment data to establish learning goals and to plan, differentiate and modify instruction.		

Appendix F

Evaluatee _____

School Year _____

STANDARD VI – Developing as a Professional Educator	PLANS FOR GROWTH	EVIDENCED BY
• Reflecting on teaching practice in support of student learning. • Establishing professional goals and engaging in continuous and purposeful professional growth and development. • Collaborating with colleagues and the broader professional community to support teacher and student learning. • Working with families to support student learning. • Engaging local communities in support of the instructional program. • Managing professional responsibilities to maintain motivation and commitment to all students. • Demonstrating professional responsibility, integrity and ethical conduct.		

Additional Comments/Evaluatee

Additional Comments/Evaluator

Additional Pages May Be Used

_____ _____ _____ _____

Date Evaluatee Signature Date Evaluator Signature

Appendix F

MT. DIABLO UNIFIED SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION

❑ **INTERIM**

❑ **FINAL**

Copy 1 – Personnel
Copy 2 – Evaluator
Copy 3 – Evaluatee

1936 Carlotta Drive, Concord, CA 94519

Evaluatee _____ Position _____ School _____

Employee ID # _____ Standards Selected (at least 2) _____

Evaluator _____ Position _____ School Year _____

Status: ❑ Temporary ❑ Prob Intern/Probationary I ❑ Probationary II ❑ Permanent

Peer Assistance and Review (PAR) Program ❑ Yes ❑ No

DEV=Developing (may only be used for 1st year teacher–someone new to the profession)

Rating: U=Unsatisfactory NI=Needs Improvement ME=Meets Expectations D=Distinguished

STANDARD I – Engaging and Supporting All Students in Learning	**Rating**	**COMMENDATIONS / RECOMMENDATIONS / EVIDENCE**
• Using knowledge of students to engage them in learning. • Connecting learning to students' prior knowledge, backgrounds, life experiences and interests. • Connecting subject matter to meaningful, real life contexts. • Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs. • Promoting critical thinking through inquiry, problem solving and reflection. • Monitoring student learning and adjusting instruction while teaching.		

Evaluatee _____

School Year _____

STANDARD II – Creating and Maintaining Effective Environments for Student Learning	Rating	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
• Promoting social development and responsibility within a caring community in which each student is treated fairly and respectfully. • Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage productive interactions among students. • Establishing and maintaining a physically, intellectually, and emotionally safe learning environment. • Creating a rigorous learning environment with high expectations and appropriate support for all students. • Developing, communicating and maintaining high standards for individual and group behavior. • Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn. • Using instructional time to optimize learning.		

Evaluatee _____

School Year _____

STANDARD III – Understanding and Organizing Subject Matter for Student Learning	Rating	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
• Demonstrating knowledge of subject matter academic content and standards. • Applying knowledge of student development and proficiencies to ensure student understanding of subject matter. • Organizing curriculum to facilitate student understanding of subject matter. • Utilizing instructional strategies that are appropriate to the subject matter. • Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to students. • Addressing the needs of English Learners and Students with Special Needs to provide equitable access to the content.		

Evaluatee _____

School Year _____

STANDARD IV – Planning Instruction and Designing Learning Experiences for All Students	Rating	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
• Using knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction. • Establishing and articulating goals for student learning. • Developing and sequencing long-term and short-term instructional plans to support student learning. • Planning instruction that incorporates appropriate strategies to meet the learning needs of all students. • Adapting instructional plans and curricular material to meet the assessed learning needs of all students.		

Evaluatee _____

School Year _____

STANDARD V – Assessing Student Learning	Rating	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
• Applying knowledge of the purposes, characteristics and uses of different types of assessments. • Collecting and analyzing assessment data from a variety of sources to inform instruction. • Reviewing data both individually and with colleagues to monitor student learning. • Using assessment data to establish learning goals and to plan, differentiate, and modify instruction. • Involving all students in self-assessment, goal setting, and monitoring progress. • Using available technologies to assist in assessment, analysis, and communication of student learning. • Using assessment information to share timely and comprehensible feedback with students and their families.		

Evaluatee _____

School Year _____

STANDARD VI – Developing as a Professional Educator	Rating	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
• Reflecting on teaching practice in support of student learning. • Establishing professional goals and engaging in continuous and purposeful professional growth and development. • Collaborating with colleagues and the broader professional community to support teacher and student learning. • Working with families to support student learning. • Engaging local communities in support of the instructional program. • Managing professional responsibilities to maintain motivation and commitment to all students. • Demonstrating professional responsibility, integrity and ethical conduct.		

Additional Comments/Evaluatee	Additional Comments/Evaluator

Additional Pages May Be Used

Date	Evaluatee Signature	Date	Evaluator Signature

1936 Carlotta Drive, Concord, CA 94519

MT. DIABLO UNIFIED SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION

Copy 1 – Evaluator
Copy 2 – Evaluatee

Evaluatee _____ Site _____

ADDITIONAL PAGES FOR:

☐ Initial Conference ☐ Interim Evaluation ☐ Final Evaluation

Date _____ Evaluatee's Signature _____ Evaluator's Signature _____

Per 02 027 8/00

Appendix F

1936 Carlotta Drive, Concord, CA 94519

MT. DIABLO UNIFIED SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION

EVALUATION ADDENDUM #1
IMPROVEMENT REQUIRED

Evaluatee _____ Evaluator _____

School / Site _____

Assignment _____ School Year _____

Specific Elements Requiring Improvement	Improvement plan includes input from evaulatee and evaluator. Designate responsibility of both parties	Timeline

_____ _____ _____

Date Evaluatee's Signature Evaluator's Signature

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

Per 02 0 10

Appendix F

OBSERVATION FORM

Teacher _____ Formal Observation ❑ Observation # _____

Time _____ Period _____ Scheduled ❑ Unscheduled ❑

Observation Date _____ Standards Addressed _____

Conference Date _____ Teacher Signature _____

Instructional Focus _____ Evaluator Signature _____

OBSERVATION DATA	COMMENDATIONS/QUESTIONS/ RECOMMENDATIONS

REFLECTIONS/DEBRIEFING NOTES/NEXT STEPS

Appendix F

1936 Carlotta Drive, Concord, CA 94519

MT. DIABLO UNIFIED SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION
INITIAL

School Nurse

Copy 1 – Personnel
Copy 2 – Evaluatee
Copy 3 – Evaluator

Evaluatee _____ Position _____ School _____

Employee ID # _____ Standards Selected (at least 2) _____

Evaluator _____ Position _____ School Year _____

Status: ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent

Peer Assistance and Review (PAR) Program ☐ Yes ☐ No

Rating: U=Unsatisfactory NI=Needs Improvement ME=Meets Expectations D=Distinguished

STANDARD I – Applying Clinical Knowledge and Nursing Process	PLANS FOR GROWTH	EVIDENCED BY
• Uses a systematic approach for problem solving and decision-making. • Assesses issues using subjective and objective data collection. • Develops plans and makes decisions based on assessment data. • Applies medical knowledge in providing health services. • Objectively reviews and evaluates health services.		

Appendix F

STANDARD II – Serving Students with Special Health Needs	PLANS FOR GROWTH	EVIDENCED BY
• Uses the nursing process to serve students with special health needs. • Completes health assessments for students. • Consults with parents, staff, and health care providers. • Trains and supervises district and contracted staff who perform specialized health care procedures with students requiring such services. • Monitors specialized health care procedures provided to students.		

STANDARD III – Communicating with Parents, Students, Staff, and Health Care Providers	PLANS FOR GROWTH	EVIDENCED BY
• Uses effective written communication skills in preparing health assessments and reports. • Uses effective verbal and nonverbal communication skills with students, staff, and parents. • Provides clear and concise interpretation of medical information to staff. • Uses professional approach in managing confidential and other medical information.		

Evaluatee _____

School Year _____

STANDARD IV – Managing Health Programs and Services.	PLANS FOR GROWTH	EVIDENCED BY
• Uses organization and evaluation skills to develop and implement health programs and services. • Implements approved district policy and procedures. • Manages health services provided to students with special health care needs. • Effectively organizes and conducts vision, hearing, and scoliosis screening activities. • Provides staff training.		

STANDARD V – Collaborating with Individuals and Groups to Meet Student Health Needs.	PLANS FOR GROWTH	EVIDENCED BY
• Uses knowledge, collaboration, and communication skills in interagency networking. • Uses effective coordinating skills to provide for the health and educational needs of students. • Attends job related meetings and activities. • Refers students who meet vision, hearing, and scoliosis referral criteria to appropriate health care providers.		

CERTIFICATED PERSONNEL EVALUATION
INITIAL
School Nurse

Evaluatee _____

School Year _____

STANDARD VI – Health Consultation	PLANS FOR GROWTH	EVIDENCED BY
• Uses clinical knowledge to provide consultation services to staff, students and parents. • Provides information and leads staff development activities on health-related matters.		
STANDARD VII – Professional Development	**PLANS FOR GROWTH**	**EVIDENCED BY**
• Participates in continuing education to maintain effective nursing skills. • Uses current research and medical information in providing health care to students.		

Additional Comments/Evaluatee

Additional Comments/Evaluator

Date _____ Evaluatee Signature _____

Date _____ Evaluator Signature _____

Additional Pages May Be Used

1936 Carlotta Drive, Concord, CA 94519

MT. DIABLO UNIFIED SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION

☐ **INTERIM** ☐ **FINAL**

School Nurse

Copy 1 – Personnel
Copy 2 – Evaluatee
Copy 3 – Evaluator

Evaluatee _____ Position _____ School _____

Employee ID # _____ Standards Selected (at least 2) _____

Evaluator _____ Position _____ School Year _____

Status: ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent

Peer Assistance and Review (PAR) Program ☐ Yes ☐ No

Rating: U=Unsatisfactory NI=Needs Improvement ME=Meets Expectations D=Distinguished

STANDARD I – Applying Clinical Knowledge and Nursing Process	**PLANS FOR GROWTH**	**EVIDENCED BY**
• Uses a systematic approach for problem solving and decision-making. • Assesses issues using subjective and objective data collection. • Develops plans and makes decisions based on assessment data. • Applies medical knowledge in providing health services. • Objectively reviews and evaluates health services. **Rating**		

☐ INTERIM ☐ FINAL Evaluatee _____

School Nurse School Year _____

STANDARD II – Serving Students with Special Health Needs	PLANS FOR GROWTH	EVIDENCED BY
• Uses the nursing process to serve students with special health needs. • Completes health assessments for students. • Consults with parents, staff, and health care providers. • Trains and supervises district and contracted staff who perform specialized health care procedures with students requiring such services. • Monitors specialized health care procedures provided to students. **Rating**		

STANDARD III – Communicating with Parents, Students, Staff, and Health Care Providers	PLANS FOR GROWTH	EVIDENCED BY
• Uses effective written communication skills in preparing health assessments and reports. • Uses effective verbal and nonverbal communication skills with students, staff, and parents. • Provides clear and concise interpretation of medical information to staff. • Uses professional approach in managing confidential and other medical information. **Rating**		

CERTIFICATED PERSONNEL EVALUATION

☐ **INTERIM** ☐ **FINAL**

School Nurse

Evaluatee _____

School Year _____

STANDARD IV – Managing Health Programs and Services.	**PLANS FOR GROWTH**	**EVIDENCED BY**
• Uses organization and evaluation skills to develop and implement health programs and services. • Implements approved district policy and procedures. • Manages health services provided to students with special health care needs. • Effectively organizes and conducts vision, hearing, and scoliosis screening activities. • Provides staff training. **Rating**		
STANDARD V – Collaborating with Individuals and Groups to Meet Student Health Needs.	**PLANS FOR GROWTH**	**EVIDENCED BY**
• Uses knowledge, collaboration, and communication skills in interagency networking. • Uses effective coordinating skills to provide for the health and educational needs of students. • Attends job related meetings and activities. • Refers students who meet vision, hearing, and scoliosis referral criteria to appropriate health care providers. **Rating**		

CERTIFICATED PERSONNEL EVALUATION

☐ **INTERIM** ☐ **FINAL**

School Nurse

Evaluatee _____

School Year _____

STANDARD VI – Health Consultation	**PLANS FOR GROWTH**	**EVIDENCED BY**
• Uses clinical knowledge to provide consultation services to staff, students and parents. • Provides information and leads staff development activities on health-related matters. **Rating**		
STANDARD VII – Professional Development	**PLANS FOR GROWTH**	**EVIDENCED BY**
• Participates in continuing education to maintain effective nursing skills. • Uses current research and medical information in providing health care to students. **Rating**		

Additional Comments/Evaluatee

Additional Comments/Evaluator

Date Evaluatee Signature

Date Evaluator Signature

Additional Pages May Be Used

MT. DIABLO UNIFIED SCHOOL DISTRICT

ADDITIONAL PAGES FOR:

CERTIFICATED PERSONNEL EVALUATION

❑ **INITIAL** ❑ **INTERIM** ❑ **FINAL**

School Nurse

Copy 1 – Personnel
Copy 2 – Evaluatee
Copy 3 – Evaluator

Evaluatee: _____ Site: _____

Date: _____

_____
Evaluatee's Signature

_____
Evaluator's Signature

Per 02 061 4/09

Appendix F

Appendix F

Appendix F(3)

Standard I

Engaging and supporting all students in learning.

	Unsatisfactory	Needs Improvement	Meets Expectations	Distinguished
Element 1: Using knowledge of students to engage them in learning.	• Fails to use data to learn about students and guide selection of instructional strategies. • Does not differentiate instruction.	• Uses limited sources of data to learn about students and guide selection of instructional strategies. • Inconsistently differentiates instruction based on knowledge of students' strengths, interests and needs.	• **Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.** • **Differentiates instruction based on knowledge of students' strengths, interests and needs.**	
Element 2: Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.	• Makes no connections between classroom learning and students' life experiences, interests and cultural backgrounds. • Does not support student use of first and second language skills to achieve learning goals. • Does not connect lessons to students' lives and society. • Does not use students' comments and questions in order to extend their understanding.	• Makes limited connections between classroom learning and students' life experiences, interests and cultural backgrounds. • Supports some student use of first and second language skills to achieve learning goals. • Inconsistently connects lessons to students' lives and society. • Makes limited use of students' comments and questions during a lesson in order to extend their understanding.	• **Connects classroom learning to students' life experiences, interests and cultural backgrounds.** • **Supports all students to use first and second language skills to achieve learning goals.** • **Connects the relevance and impact of lessons on students' lives and society.** • **Builds on students' comments and questions during a lesson in order to extend their understanding.**	
Element 3: Connecting subject matter to meaningful, real-life contexts.	• Makes no connections to meaningful, real-life contexts in planning subject matter instruction. • Does not engage students in making real-life connections to subject matter. • Provides no evidence opportunities for students to acquire and practice skills in meaningful contexts. • Does not seek feedback from students regarding relevance of subject matter to their lives.	• Makes limited connections to meaningful, real-life contexts in planning subject matter instruction. • Engages some students in making real-life connections to subject matter. • Provides limited opportunities for students to acquire and practice skills in meaningful contexts. • Inconsistently seeks feedback from students regarding relevance of subject matter to their lives.	• **Integrates connections to meaningful, real-life contexts in planning subject matter instruction.** • **Actively engages students in making real-life connections to subject matter.** • **Provides opportunities for all students to acquire and practice skills in meaningful contexts.** • **Seeks feedback from students regarding relevance of subject matter to their lives.**	
Element 4: Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs.	• Ineffectively uses strategies, resources and technologies designed to meet students' learning needs. • Provides insufficient opportunities for students to learn, practice, internalize, and apply subject-specific learning strategies and procedures. • Does not use differentiated instruction to meet the assessed learning needs of students. • Does not adapt materials and resources and makes no accommodations to support students' learning. • Does not use technology to facilitate learning.	• Makes limited use of strategies, resources and technologies designed to meet students' learning needs. • Provides limited opportunities or students to learn, practice, internalize, and apply subject-specific learning strategies and procedures. • Inconsistently uses differentiated instruction to meet the assessed learning needs of students. • Inconsistently adapts materials and resources and makes limited accommodations to support students' learning. • Makes limited use of technology to facilitate learning.	• **Utilizes a broad range of strategies, resources and technologies designed to meet students' diverse learning needs.** • **Provides opportunities for all students to learn, practice, internalize, and apply subject-specific learning strategies and procedures.** • **Uses differentiated instruction to meet the assessed learning needs of all students and increase active participation in learning.** • **Adapts materials and resources and makes accommodations to support students' diverse learning needs.** • **Utilizes multiple types of technology to facilitate learning including assistive equipment when appropriate.**	
Element 5: Promoting critical thinking through inquiry, problem solving, and reflection.	• Fails to guide students to think critically. • Does not facilitate students' application of previous learning to new situations. • Provides insufficient opportunities for students to develop and use strategies and technologies to assess knowledge and information.	• Guides some students to think critically through the use of questioning strategies, posing/solving problems and reflecting on issues in content. • Inconsistently facilitates students' application of previous learning to new situations. • Provides limited opportunities for students to develop and use strategies and technologies to assess knowledge and information.	• **Guides all students to think critically through the use of questioning strategies, posing/solving problems and reflecting on issues in content.** • **Facilitates students' application of previous learning to new situations.** • **Provides opportunities for students to develop and use strategies and technologies to assess knowledge and information.**	
Element 6: Monitoring student learning and adjusting	• Does not check for student understanding and revise plans accordingly.	• Inconsistently checks for student understanding and makes limited plan revisions.	• **Systematically checks for student understanding and revises plans accordingly.**	

CSTP Standard I - October 2011 - Reviewed June 2012

"Developing" may only be used for 1st year teachers - someone new to the profession.

Appendix F

instruction while teaching.	• Does not use strategies in a lesson to check for student understanding • Does not monitor the learning of limited English proficiency students or students with special needs. • Provides no support or opportunities for students to learn when some students have mastered the lesson objective(s) and others have not.	• Incorporates few strategies in a lesson to check for student understanding. • Ineffectively monitors the learning of limited English proficiency students as well as students with special needs. • Provides limited support and opportunities for students to learn when some students have mastered the lesson objective(s) and others have not.	• **Incorporates a variety of strategies in a lesson to check for student understanding.** • **Monitors the learning of all limited English proficiency students as well as students with special needs.** • **Provides additional support and opportunities for students to learn when some students have mastered the lesson objective(s) and others have not.**

Appendix F

"Developing" may / be used for 1st year teachers - someone new to the profession.

Standard II

Creating and maintaining effective environments for student learning.

	Unsatisfactory	Needs Improvement	Meets Expectations	Distinguished
Element 1: Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.	• Does not model and demonstrate fairness, equity, and respect in a classroom community. • No evidence of acceptance and respect for different experiences, ideas, backgrounds, feelings, and points of view. • Does not provide learning opportunities that encourage student-to-student communication. • Group structures are not evident.	• Inconsistently models and demonstrates fairness, equity and respect in a classroom community that values individuals and cultures. • Limited acceptance and respect for different experiences, ideas, backgrounds, feelings and points of view. • Provides some learning opportunities that encourage student-to-student communication. • Uses group structures in limited ways.	• **Models and demonstrates fairness, equity and respect in a classroom community that values all individuals and cultures.** • **Promotes acceptance and respect for different experiences, ideas, backgrounds, feelings, and points of view.** • **Provides learning opportunities that encourage student-to-student communication with empathy and understanding.** • **Provides effective group structures with opportunities to assume varied roles.**	
Element 2: Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.	• Does not provide classroom seating that accommodates individual and group learning needs of students. • Does not establish a stimulating, curriculum-rich learning environment that supports content learning and academic vocabulary development. • Does not provide a physical and/or virtual environment that reflects an appreciation of diversity. • Does not provide students access to resources, technologies and comfortable work places. • Does not create an effective physical and/or virtual learning environment for all students.	• Inconsistently provides classroom seating that accommodates individual and group learning needs of some students. • Inconsistently establishes a stimulating, curriculum-rich learning environment that supports content learning and academic vocabulary development. • Inconsistently provides a physical and/or virtual environment that reflects an appreciation of diversity. • Infrequently provides students access to resources, technologies and comfortable work places. • Inconsistently creates and provides an effective physical and/or virtual learning environment for all students.	• **Arranges and adapts classroom seating to accommodate individual and group learning needs for all students.** • **Establishes a stimulating, curriculum-rich learning environment that supports content learning and academic vocabulary development for all students.** • **Provides a physical and/or virtual environment that reflects an appreciation of diversity.** • **Provides all students access to resources, technologies and comfortable work places.** • **Creates and promotes an effective physical and/or virtual learning environment for all students.**	
Element 3: Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.	• Does not develop a learning environment that facilitates positive and productive classroom interactions of students. • Does not provide instruction on skills that develop resiliency and support intellectual and emotional safety for students and staff. • Does not create a safe, accessible learning environment for students.	• Limited development of a learning environment that facilitates positive and productive classroom interactions in order to encourage, support and recognize the achievements and contributions of all students. • Inconsistently models and provides instruction on skills that develop resiliency and support intellectual and emotional safety for all students and staff. • Creates a safe, accessible learning environment for some students.	• **Develops a learning environment that facilitates positive and productive classroom interactions in order to encourage, support and recognize the achievements and contributions of all students.** • **Models and provides instruction on skills that develop resiliency and support intellectual and emotional safety for all students and staff.** • **Creates a safe, accessible learning environment for all students.**	
Element 4: Creating a rigorous learning environment with high expectations and appropriate support for all students.	• Little or no evidence of a productive, achievement oriented climate in the classroom. • Does not set high expectations for some students. • No evidence of opportunities for students to initiate their own learning.	• Limited evidence of a productive, achievement oriented climate in the classroom. • Sets high expectations for some students. • Limited opportunities for students to initiate their own learning. • Minimal opportunities for students to examine	• **Establishes a productive, achievement oriented climate in the classroom.** • **Sets high expectations for all students.** • **Creates opportunities for all students to initiate their own learning.** • **Provides opportunities for all students to**	

"Developing" may only be used for 1st year teachers – someone new to the profession.

	• No evidence of opportunities for students to examine or evaluate their own work. • Little or no evidence of challenging and diverse academic content for students.	or evaluate their own work. • Limited evidence of challenging and diverse academic content for students.	examine or evaluate their own work. • Integrates rigor to provide challenging and diverse academic content for all students.
Element 5: Developing, communicating, and maintaining high standards for individual and group behavior.	• Does not establish equitable guidelines for student behavior. • Discourages students from participating in classroom decision making. • Does not use strategies to develop and maintain high standards for individual student and group behavior. • Demonstrates lack of knowledge of student developmental and individual needs. • Does not respond to behavior issues. • No evidence that students take responsibility for their own behavior and actions. • Little or not evidence of collaboration with students, families and communities.	• Establishes guidelines for student behavior but inconsistently maintains them. • Occasionally involves students in classroom decision making, problem solving and conflict resolution. • Inconsistently uses strategies to develop and maintain high standards for individual student and group behavior. • Demonstrates limited knowledge of student developmental and individual needs to support positive classroom conduct. • Inconsistently responds to behavior issues. • Provides limited opportunities for students to take responsibility for their own behavior and actions. • Limited evidence of collaboration with students, families and communities to establish, maintain and communicate standards for student behavior.	• **Establishes and maintains equitable guidelines for student behavior.** • **Involves students in classroom decision-making, problem solving and conflict resolution.** • **Uses multiple strategies including culturally responsive instruction to develop and maintain high standards for individual student and group behavior.** • **Uses knowledge of student development and individual needs to support positive classroom conduct.** • **Works proactively to prevent and respond in order to minimize behavior issues.** • **Provides opportunities for all students to take responsibility for their own behavior and actions.** • **Collaborates with students, families and communities to establish, maintain and communicate standards for student behavior.**
Element 6: Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.	• Does not develop daily schedules, timelines, classrooms and norms that maximize learning. • Does not adapt routines, procedures, and norms to ensure the success of students with special needs. • Does not facilitate smooth and effective transitions. • Does not prevent or refocus behaviors disruptive to the learning environment.	• Inconsistently develops daily schedules, timelines, classrooms and norms that maximize learning. • Adapts some routines, procedures, and norms to ensure the success of students with special needs. • Occasionally facilitates smooth and effective transitions. • Inconsistently prevents or refocuses behaviors disruptive to the learning environment.	• **Develops daily schedules, timelines, classrooms and norms that maximize learning.** • **Adapts routines, procedures, and norms to ensure the success of students with special needs.** • **Facilitates smooth and effective transitions.** • **Promotes positive behaviors and consistently prevents or refocuses behaviors disruptive to the learning environment.**
Element 7: Using instructional time to optimize learning.	• Does not organize instruction. • Does not pace instruction to accomplish learning goals. • Does not redirect students' off-task behavior. • Does not adjust instructional time for student engagement. • Does not structure time for independent learning opportunities. • Rarely meets instructional, preparation, administrative, and managerial timelines and expectations.	• Inconsistently organizes instruction to optimize learning time. • Paces instruction to accomplish some learning goals. • Redirects some students' off-task behavior. • Inconsistently adjusts instructional time for student engagement. • Inconsistently structures time for independent learning opportunities. • Inconsistently meets instructional, preparation, administrative, and managerial timelines and expectations.	• **Organizes instruction to optimize learning time.** • **Paces instruction to accomplish learning goals.** • **Redirects students' off-task behavior to make the most of instructional time.** • **Adjusts instructional time so that all students remain engaged and challenged.** • **Structures time for both independent and collaborative learning opportunities.** • **Meets instructional preparation, administrative, and managerial timelines and expectations.**

"Developing" may ./ be used for 1st year teachers - someone new to the profession.

Standard III

Understanding and organizing subject matter for student learning.

	Unsatisfactory	Needs Improvement	Meets Expectations	Distinguished
Element 1: Demonstrating knowledge of subject matter academic content standards.	• Fails to teach and apply the key concepts and underlying themes and relationships in the academic content standards. • Does not integrate key concepts, themes, relationships, and connections across subject matter areas. • Does not demonstrate knowledge of subject matter that incorporates different perspectives • Does not keep subject matter and content standards knowledge current.	• Inconsistently teaches and applies the key concepts and underlying themes and relationships in the academic content standards. • Inconsistently integrates key concepts, themes, relationships, and connections across subject matter areas. • Inconsistently demonstrates knowledge of subject matter that incorporates different perspectives. • Demonstrates limited effort to keep subject matter and content standards knowledge current.	• **Teaches and applies the key concepts and underlying themes and relationships in the academic content standards.** • **Integrates key concepts, themes, relationships, and connections across subject matter areas.** • **Demonstrates knowledge of subject matter that incorporates different perspectives.** • **Keeps subject matter and content standards knowledge current.**	
Element 2: Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.	• Does not demonstrate understanding of students' individual cognitive, social, emotional and physical development. • Does not connect content being taught to students' prior knowledge and experiences. • Fails to demonstrate understanding of English Learners' levels of language acquisition. • Fails to demonstrate understanding of students with special needs.	• Builds and applies limited understanding of students' individual cognitive, social, emotional and physical development. • Connects content being taught to some students' prior knowledge and experiences. • Demonstrates limited understanding of English Learners' levels of language acquisition to support their learning. • Demonstrates limited understanding of students with special needs to differentiate instruction.	• **Builds and applies understanding of students' individual cognitive, social, emotional and physical development.** • **Connects content being taught to students' prior knowledge and experiences.** • **Builds understanding of English Learners' levels of language acquisition to best support their learning.** • **Builds understanding of all students with special needs to differentiate instruction.**	
Element 3: Organizing curriculum to facilitate student understanding of the subject matter.	• Does not demonstrate knowledge of student readiness to learn. • Does not demonstrate knowledge of subject matter to organize curriculum and plan lessons and units. • Does not organize subject matter to reveal and value different cultural perspectives. • Fails to utilize standards-aligned and/or adopted curriculum in ways that support student learning. • Fails to incorporate subject or grade level expectations in organizing subject matter.	• Demonstrates limited knowledge of student learning readiness to organize, sequence and adjust curriculum. • Demonstrates limited knowledge of subject matter to organize curriculum and plan lessons and units. • Inconsistently organizes subject matter to reveal and value different cultural perspectives. • Inconsistently utilizes standards-aligned and/or adopted curriculum in ways that support student learning. • Incorporates limited subject or grade level expectations in organizing subject matter.	• **Applies knowledge of student learning readiness to organize, sequence and adjust curriculum.** • **Applies knowledge of subject matter to organize curriculum and plan lessons and units.** • **Organizes subject matter to reveal and value different cultural perspectives.** • **Utilizes standards-aligned and/or adopted curriculum in ways that support student learning.** • **Incorporates subject or grade level expectations in organizing subject matter.**	
Element 4: Utilizing instructional strategies that are appropriate to the subject matter.	• Uses few instructional strategies with little or no checking for student understanding. • Does not build on students' life experiences, prior knowledge and interests. • Uses few instructional strategies and approaches to illustrate a concept and its connections within and across subject areas. • Does not support students to think critically. • Does not use strategies that make the depth and complexity of subject matter understandable to students.	• Develops and uses some instructional strategies with limited checking for student understanding. • Builds on some students' life experiences, prior knowledge and interests to make content relevant and meaningful to them. • Uses some instructional strategies and approaches to illustrate a concept and its connections within and across subject areas. • Encourages some students to think critically. • Uses strategies that make the depth and complexity of subject matter understandable to	• **Develops and uses a repertoire of instructional strategies including checking for student understanding.** • **Builds on students' life experiences, prior knowledge and interests to make content relevant and meaningful to them.** • **Uses effective instructional strategies and approaches to illustrate a concept and its connections within and across subject areas.** • **Challenges all students to think critically** • **Uses strategies that make the depth and**	

"Developing" may only be used for 1st year teachers - someone new to the profession.

		some students.	**complexity of subject matter understandable to all students.**
Element 5: Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.	• Does not use a range of materials, resources and technologies. • Does not select materials, resources and technologies to differentiate student learning. • Does not select and use learning materials and resources that reflect diversity. • Does not access new instructional resources to support student learning.	• Infrequently uses a range of materials, resources and technologies. • Selects limited materials, resources and technologies to support some differentiated student learning. • Inconsistently selects and uses learning materials and resources that reflect diversity. • Inconsistently accesses new instructional resources to support student learning.	• **Uses a range of materials, resources and technologies.** • **Selects materials, resources and technologies to support differentiated student learning of the subject matter.** • **Selects and uses learning materials and resources that reflect diversity.** • **Accesses new instructional resources to support student learning.**
Element 6: Addressing the needs of English Learners and students with special needs to provide equitable access to the content.	• Does not address the English Language Development (ELD) standards as they relate to English learners' levels of language acquisition. • Does not address the Individual Education Plan (IEP) goals and objectives of students with special needs. • Fails to select materials, resources and technologies to support subject matter instruction of English Learners and students with special needs. • Does not provide equal access to the critical concepts and themes in the academic content standards for students at various levels of English proficiency and for students with special needs.	• Inconsistently addresses the English Language Development (ELD) standards as they relate to English learners' levels of language acquisition. • Addresses some of the Individual Education Plan (IEP) goals and objectives of students with special needs. • Selects limited materials, resources and technologies to support subject matter instruction of English Learners and students with special needs. • Provides limited access to the critical concepts and themes in the academic content standards for students at various levels of English proficiency and for students with special needs.	• **Addresses the English Language Development (ELD) standards as they relate to English learners' levels of language acquisition.** • **Addresses the Individual Education Plan (IEP) goals and objectives of all students with special needs.** • **Selects materials, resources and technologies to support subject matter instruction of English Learners and all students with special needs.** • **Provides equal access to the critical concepts and themes in the academic content standards for students at various levels of English proficiency and for all students with special needs.**

Appendix F

"Developing" may , be used for 1st year teachers - someone new to the profession.

Standard IV

Planning instruction and designing learning experiences for all students.

	Unsatisfactory	Needs Improvement	Meets Expectations	Distinguished
Element 1: Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.	• Rarely incorporates students' prior knowledge and experience in curriculum and instructional planning. • Neglects to use knowledge of students' diverse lives, families and communities to inform planning of curriculum and instruction. • Fails to use students' individual cognitive, social, emotional and physical development to plan, adapt and differentiate instruction. • Does not plan lessons and units that provide access to academic content standards. • Does not apply knowledge of English learners' levels of language proficiency to plan instruction that supports subject matter learning and academic language development.	• Inconsistently incorporates students' prior knowledge and experience in curriculum and instructional planning. • Inconsistently uses knowledge of students' diverse lives, families and communities to inform planning of curriculum and instruction. • Inconsistently uses students' individual cognitive, social, emotional and physical development to plan, adapt and differentiate instruction. • Plans lessons and units that provide limited access to academic content standards for students. • Applies some knowledge of English learners' levels of language proficiency to plan instruction that supports subject matter learning and academic language development.	• **Incorporates students' prior knowledge and experience in curriculum and instructional planning.** • **Uses knowledge of students' diverse lives, families and communities to inform planning of curriculum and instruction.** • **Uses students' individual cognitive, social, emotional and physical development to plan, adapt and differentiate instruction.** • **Plans lessons and units that provide access to academic content standards for all students.** • **Uses knowledge of English learners' levels of language proficiency to plan instruction that supports subject matter learning and academic language development.**	
Element 2: Establishing and articulating goals for student learning.	• Rarely establishes and communicates high learning expectations based on students' strengths, interests and needs. • Neglects to establish long-term and short-term goals based on academic content standards. • Does not determine learning goals that address students' language abilities and diverse learning needs. • Does not work with students and families to establish learning goals. • Inadequately develops goals that prepare students for successful transition to their next learning environment.	• Inconsistently establishes and communicates high learning expectations based on students' strengths, interests and needs. • Inconsistently establishes long-term and short-term goals based on academic content standards. • Determines learning goals that address some students' language abilities and diverse learning needs. • Seldom works with students and families to establish learning goals. • Inconsistently develops goals that prepare students for successful transition to their next learning environment.	• **Establishes and communicates high learning expectations based on students' strengths, interests and needs.** • **Establishes long-term and short-term goals based on academic content standards.** • **Determines learning goals that address all students' language abilities and diverse learning needs.** • **Works with students and families to establish learning goals.** • **Develops goals that prepare students for successful transition to their next learning environment.**	
Element 3: Developing and sequencing long-term and short-term instructional plans to support student learning.	• Does not collaborate with colleagues to make instructional decisions. • Rarely designs instructional plans that consider the long-term and the short-term. • Does not use assessment results for long-term and short-term planning. • Does not incorporate diverse subject matter perspectives in planning. • Does not select and sequence instructional strategies appropriate to lesson content complexity and to student learning needs. • Does not develop instructional plans that support students' second language learning and diverse learning needs. • Incorporates little or no knowledge of students into prescribed curriculum, pace and assessment calendars. • Does not design instruction so that students participate in setting and achieving their individual learning goals.	• Occasionally collaborates with colleagues to make instructional decisions. • Inconsistently designs instructional plans that consider the long-term and the short-term. • Inconsistently uses assessment results for long-term and short-term planning. • Inconsistently incorporates diverse subject matter perspectives in planning. • Inconsistently selects and sequences instructional strategies appropriate to lesson content complexity and to student learning needs. • Develops instructional plans that support some students' second language learning and diverse learning needs. • Incorporates knowledge of some students into prescribed curriculum, pace and assessment calendars. • Inconsistently designs instruction so that students participate in setting and achieving their individual learning goals.	• **Collaborates with colleagues to make instructional decisions.** • **Designs instructional plans that consider the long-term and the short-term.** • **Uses assessment results for long-term and short-term planning.** • **Incorporates diverse subject matter perspectives in planning.** • **Selects and sequences instructional strategies appropriate to lesson content complexity and to student learning needs.** • **Develops instructional plans that support students' second language learning and diverse learning needs.** • **Incorporates professional expertise and knowledge of students into prescribed curriculum, pace and assessment calendars.** • **Designs instruction so that students participate in setting and achieving their individual learning goals.**	
Element 4: Planning instruction	• Does not develop unit and lesson plans that build on	• Inconsistently develops unit and lesson plans that	• **Develops unit and lesson plans that build on and**	

CSTP Standard IV – October 2011 – Reviewed June 2012

"Developing" may only be used for 1st year teachers – someone new to the profession.

Appendix F

that incorporates appropriate strategies to meet the learning needs of all students.	and extend students' understanding of subject matter. • Does not plan instructional strategies related to learning goals. • Does not plan instruction to allow enough time for student learning, review and assessment. • Rarely uses knowledge of subject matter and students to plan and appropriately pace instructional activities within a lesson and over time. • Seldom checks for understanding, prepares for adjustments, remediates or accelerates instruction and individualizes when appropriate. • Does not address the ELD standards appropriately, based on English learners' levels of language acquisition. • Does not address students' IEP goals and/or the learning objectives of students with special needs. • Neglects to select materials, resources and technologies to support the learning needs of English Learners and students with special needs.	build on and extend students' understanding of subject matter. • Plans some instructional strategies that are related to learning goals. • Inconsistently plans instruction to allow enough time for student learning, review and assessment. • Inconsistently uses knowledge of subject matter and students to plan and appropriately pace instructional activities within a lesson and over time. • Inconsistently checks for understanding, prepares for adjustments, remediates or accelerates instruction and individualizes when appropriate. • Minimally addresses the ELD standards, based on English learners' levels of language acquisition. • Minimally addresses students' IEP goals and the learning objectives of some students with special needs. • Selects materials, resources and technologies to support be learning needs of some English Learners and students with special needs.	extend students' understanding of subject matter. • Ensures that each instructional strategy is related to learning goals. • Plans instruction to allow enough time for student learning, review and assessment. • Uses knowledge of subject matter and students to plan and appropriately pace instructional activities within a lesson and over time. • Checks for understanding, prepares for adjustments, remediates or accelerates instruction and individualizes when appropriate. • Addresses the ELD standards appropriately, based on English learners' levels of language acquisition. • Addresses students' IEP goals and the learning objectives of all students with special needs. • Selects materials, resources and technologies to support the learning needs of English Learners and all students with special needs.
Element 5: Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.	• Does not collaborate with colleagues to identify typically difficult concepts or skills for students in order to re-examine and strengthen plans for future lessons. • Does not adjust instruction based on assessment of student learning while teaching. • Rarely reflects on what he/she has learned during a particular lesson so that plans can be revisited in advance of teaching the lesson again. • Rarely reflects on effective and ineffective strategies in current instruction and applies that knowledge to planning of future lessons. • Rarely reflects on effective and ineffective use of curriculum and applies that knowledge to planning of future lessons. • Does not modify existing plans for students at identified levels of English proficiency. • Does not modify existing plans for students with special needs.	• Occasionally collaborates with colleagues to identify typically difficult concepts or skills for students in order to re-examine and strengthen plans for future lessons. • Inconsistently adjusts instruction based on limited assessment of student learning while teaching. • Inconsistently reflects on what he/she has learned during a particular lesson so that plans can be revisited in advance of teaching the lesson again. • Inconsistently reflects on effective and ineffective strategies in current instruction and applies that knowledge to planning of future lessons. • Inconsistently reflects on effective and ineffective use of curriculum and applies that knowledge to planning of future lessons. • Inconsistently strengthens existing plans for students at identified levels of English proficiency. • Inconsistently strengthens existing plans for students with special needs.	• Collaborates with colleagues to identify typically difficult concepts or skills for students in order to re-examine and strengthen plans for future lessons. • Adjusts instruction based on assessments of student learning while teaching. • Reflects on what he/she has learned during a particular lesson so that plans can be revisited in advance of teaching the lesson again. • Reflects on effective and ineffective strategies in current instruction and applies that knowledge to planning of future lessons. • Reflects on effective and ineffective use of curriculum and applies that knowledge to planning of future lessons. • Strengthens existing plans for students at identified levels of English proficiency. • Strengthens existing plans for students with special needs.

Appendix F

"Developing" may be used for 1st year teachers – someone new to the profession.

Standard V

Assessing students for learning.

	Unsatisfactory	Needs Improvement	Meets Expectations	Distinguished
Element 1: Applying knowledge of the purposes, characteristics, and uses of different types of assessments.	• Does not demonstrate knowledge of the different types of assessments. • Does not use assessment strategies and instruments appropriate to the learning outcomes being evaluated. • Fails to demonstrate knowledge of assessment concepts such as validity, reliability and bias to choose assessments appropriate to students. • Inadequately utilizes grading systems.	• Inconsistently demonstrates knowledge of the different types of assessments and their uses, benefits and limitations to inform instruction. • Uses some assessment strategies and instruments appropriate to the learning outcomes being evaluated. • Inconsistently demonstrates knowledge of assessment concepts such as validity, reliability and bias to choose assessments appropriate to students. • Utilizes grading systems that reflect some student learning and draw on limited sources of information.	• **Demonstrates knowledge of the different types of assessments and their uses, benefits and limitations to inform instruction.** • **Uses assessment strategies and instruments appropriate to the learning outcomes being evaluated.** • **Demonstrates knowledge of assessment concepts such as validity, reliability and bias to choose assessments appropriate to students.** • **Utilizes grading systems that reflect student learning and draw on multiple sources of information.**	
Element 2: Collecting and analyzing assessment data from a variety of sources to inform instruction.	• Does not keep a continuous and comprehensive record of group and individual achievement. • Does not select, design and use assessment tools appropriate to what is being assessed. • Insufficiently collects, selects and reflects upon evidence of student learning. • Does not work with families to gather information about students and their learning. • Insufficiently uses standardized tests, diagnostic tools and developmental assessments to understand student progress. • Does not use a range of assessment strategies to implement and monitor individualized student learning goals (including IEP goals) • Rarely uses analyses of student behavior to support learning. • Insufficiently interprets data based on how an assessment is scored and what results it reports.	• Inconsistently keeps a continuous and comprehensive record of group and individual achievement. • Inconsistently selects, designs and uses assessment tools appropriate to what is being assessed. • Inconsistently collects, selects and reflects upon evidence of student learning. • Works with some families to gather information about students and their learning. • Inconsistently uses standardized tests, diagnostic tools and developmental assessments to understand student progress. • Uses a limited range of assessment strategies to implement and monitor individualized student learning goals (including IEP goals). • Inconsistently uses analyses of student behavior to support learning. • Inconsistently interprets data based on how an assessment is scored and what results it reports.	• **Keeps a continuous and comprehensive record of group and individual achievement.** • **Selects, designs and uses assessment tools appropriate to what is being assessed.** • **Collects, selects and reflects upon evidence of student learning.** • **Works with families to gather information about all students and their learning.** • **Uses standardized tests, diagnostic tools and developmental assessments to understand student progress.** • **Uses a range of assessment strategies to implement and monitor individualized student learning goals (including IEP goals).** • **Uses analyses of student behavior to support learning.** • **Interprets data based on how an assessment is scored and what results it reports.**	
Element 3: Reviewing data, both individually and with colleagues, to monitor student learning.	• Rarely reviews student assessment data with colleagues. • Does not use assessment results to monitor teaching and guide planning and instruction. • Does not use assessment information to	• Inconsistently reviews student assessment data with colleagues. • Inconsistently uses assessment results to monitor teaching and guide planning and instruction.	• **Reviews student assessment data with colleagues.** • **Uses assessment results to monitor teaching and guide planning and instruction.**	

"Developing" may only be used for 1st year teachers - someone new to the profession.

	determine when and how to revisit content that has been taught. • Does not use assessment data to eliminate gaps between students' potential and their performance. • Does not use assessment results to plan instruction to support English Learners. • Does not use assessment results to plan instruction to support students' IEPs.	• Inconsistently uses assessment information to determine when and how to revisit content that has been taught. • Inconsistently uses assessment data to eliminate gaps between students' potential and their performance. • Inconsistently uses assessment results to plan instruction to support English Learners. • Inconsistently uses assessment results to plan instruction to support students' IEPs.	• **Uses assessment information to determine when and how to revisit content that has been taught.** • **Uses assessment data to eliminate gaps between students' potential and their performance.** • **Uses assessment results to plan instruction to support English Learners.** • **Uses assessment results to plan instruction to support students' IEPs.**
Element 4: Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.	• Does not use assessment data to develop learning goals that reflect key subject matter concepts, skills and applications. • Rarely reviews and revises learning goals with students. • Does not use informal assessments to adjust instruction while teaching. • Does not use sources of assessment to measure student progress and does not differentiate instructional goals and plans. • Does not use assessments to plan instruction to meet the specific needs of English Learners and students with special needs.	• Inconsistently uses assessment data to develop learning goals that reflect key subject matter concepts, skills and applications. • Reviews and revises learning goals with some students. • Inconsistently uses informal assessments to adjust instruction while teaching. • Uses limited sources of assessment to measure student progress and inconsistently differentiates instructional goals and plans. • Inconsistently uses assessments to plan instruction to meet the specific needs of English Learners and students with special needs.	• **Uses assessment data to develop learning goals that reflect key subject matter concepts, skills and applications.** • **Reviews and revises learning goals with all students.** • **Uses informal assessments to adjust instruction while teaching.** • **Uses multiple sources of assessment to measure student progress and differentiate instructional goals and plans.** • **Uses assessments to plan instruction to meet the specific needs of English learners and students with special needs.**
Element 5: Involving all students in self-assessment, goal setting, and monitoring progress.	• Does not make assessment integral to the learning process. • Does not make assessment an interactive process between teacher and student. • Does not model self-assessment strategies for students. • Does not develop and use tools and guidelines that help students assess their work and monitor their learning goals. • Rarely provides opportunities for students to engage in peer discussion and reflection of their work. • Rarely provides opportunities for students to demonstrate and reflect on their learning inside and outside of the classroom.	• Inconsistently makes assessment integral to the learning process. • Inconsistently makes assessment an interactive process between teacher and student. • Occasionally models self-assessment strategies for students. • Inconsistently develops and uses tools and guidelines that help students assess their work and monitor their learning goals. • Provides limited opportunities for students to engage in peer discussion and reflection of their work. • Provides limited opportunities for students to demonstrate and reflect on their learning inside and outside of the classroom.	• **Makes assessment integral to the learning process.** • **Makes assessment an interactive process between teacher and student.** • **Models self-assessment strategies for all students.** • **Develops and uses tools and guidelines that help all students assess their work and monitor their learning goals.** • **Provides opportunities for all students to engage in peer discussion and reflection of their work.** • **Provides opportunities for all students to demonstrate and reflect on their learning inside and outside of the classroom.**
Element 6: Using available technologies to assist in assessment, analysis, and communication of student learning.	• Does not use technology resources that support assessment practices. • Does not use technology to analyze student learning and inform instruction. • Does not use appropriate technology	• Inconsistently uses technology resources that support assessment practices. • Inconsistently uses technology to analyze student learning and inform instruction. • Inconsistently uses appropriate technology	• **Uses technology resources that support assessment practices.** • **Uses technology to analyze student learning and inform instruction.** • **Uses appropriate technology resources to**

"Developing" may be used for 1st year teachers – someone new to the profession.

	resources to communicate students' learning to students and their families.	resources to communicate students' learning to students and their families.	**communicate students' learning to students and their families.**
Element 7: Using assessment information to share timely and comprehensible feedback with students and their families.	• Does not provide adequate information to students and their families about their progress as they engage in learning activities. • Does not initiate regular and timely contact with families and resource providers about student progress. • Does not communicate assessment results to families in ways that promote student learning. • Does not provide families with ways to use assessment information at home to improve student learning.	• Provides students with limited information about their progress as they engage in learning activities. • Inconsistently initiates contact with families and resource providers about student progress. • Infrequently communicates assessment results to families in ways that promote student learning. • Provides families with limited ways to use assessment information at home to improve student learning.	• **Provides all students with information about their progress as they engage in learning activities.** • **Initiates regular and timely contact with families and resource providers about student progress.** • **Communicates assessment results to families in ways that promote student learning.** • **Provides families with ways to use assessment information at home to improve student learning.**

Appendix F

"Developing" may only be used for 1st year teachers – someone new to the profession.

Standard VI

Developing as a professional educator.

	Unsatisfactory	Needs Improvement	Meets Expectations	Distinguished
Element 1: Reflecting on teaching practice in support of student learning.	• Minimally assesses professional growth over time. • Rarely adjusts teaching practice through observations and interactions with students. • Does not reflect on instructional successes and challenges to move practice forward. • Does not formulate professional development plans that are based on reflection and analysis. • Does not develop awareness of potential bias that might influence teaching or affect student learning.	• Inconsistently assesses professional growth over time. • Inconsistently adjusts teaching practice through observations and interactions with students. • Inconsistently reflects on instructional successes and challenges to move practice forward. • Formulates professional development plans that are based on limited reflection and analysis. • Inconsistently develops awareness of potential bias that might influence teaching or affect student learning.	• **Assesses professional growth over time.** • **Adjusts teaching practice through observations and interactions with students.** • **Reflects on instructional successes and challenges to move practice forward.** • **Formulates professional development plans that are based on reflection and analysis.** • **Actively develops awareness of potential bias that might influence teaching or affect student learning.**	
Element 2: Establishing professional goals and engaging in continuous and purposeful professional growth and development.	• Does not demonstrate a commitment to lifelong learning. • Rarely establishes goals or pursues opportunities for professional growth and development. • Does not establish professional goals that are informed by appropriate resources such as the knowledge base for teaching, school and district priorities, colleagues, supervisors, mentors and personal reflections. • Does not use professional literature, district professional development and other professional opportunities to increase understanding of teaching and learning. • Does not demonstrate knowledge of current expectations of professional roles and responsibilities. • Does not expand knowledge and effective application of new instructional methods and technologies. • Does not refine approaches that make the curriculum accessible to all students.	• Inconsistently demonstrates a commitment to lifelong learning. • Inconsistently establishes goals or pursues opportunities for professional growth and development. • Inconsistently establishes professional goals that are informed by appropriate resources such as the knowledge base for teaching, school and district priorities, colleagues, supervisors, mentors and personal reflections. • Inconsistently uses professional literature, district professional development and other professional opportunities to increase understanding of teaching and learning. • Inconsistently demonstrates knowledge of current expectations of professional roles and responsibilities. • Inconsistently expands knowledge and effective application of new instructional methods and technologies. • Inconsistently refines approaches that make the curriculum accessible to all students.	• **Demonstrates a commitment to lifelong learning.** • **Establishes goals and pursues opportunities for professional growth and development.** • **Establishes professional goals that are informed by appropriate resources such as the knowledge base for teaching, school and district priorities, colleagues, supervisors, mentors and personal reflections.** • **Uses professional literature, district professional development and other professional opportunities to increase understanding of teaching and learning.** • **Demonstrates knowledge of current expectations of professional roles and responsibilities.** • **Expands knowledge and effective application of new instructional methods and technologies.** • **Continues to refine approaches that make the curriculum accessible to all students.**	
Element 3: Collaborating with colleagues and the broader professional community to support teacher and student learning.	• Does not collaborate with all stakeholders to ensure that all students' diverse learning needs are met. • Does not accept feedback of all stakeholders in support of teaching practice and student learning. • Rarely supports school and district goals and priorities. • Rarely contributes to school-wide events, activities and decision making. • Does not establish and maintain productive relationships with all stakeholders to become a visible and a valued member of the school and district communities. • Rarely contributes to the learning of other educators. • Does not benefit from and rarely contributes to professional organizations to improve teaching. • Does not benefit from and rarely adds to the knowledge base of the profession.	• Inconsistently collaborates with all stakeholders to ensure that all students' diverse learning needs are met. • Resistant to the feedback of all stakeholders in support of teaching practice and student learning. • Inconsistently supports school and district goals and priorities. • Inconsistently contributes to school-wide events, activities and decision making. • Inconsistently establishes and maintains productive relationships with all stakeholders to become a visible and a valued member of the school and district communities. • Inconsistently contributes to the learning of other educators. • Occasionally benefits from and may contribute to professional organizations to improve teaching. • Occasionally benefits from and may add to the knowledge base of the profession.	• **Collaborates with all stakeholders to ensure that all students' diverse learning needs are met.** • **Remains receptive to the feedback of all stakeholders in support of teaching practice and student learning.** • **Supports school and district goals and priorities.** • **Contributes to school-wide events, activities and decision making.** • **Establishes and maintains productive relationships with all stakeholders to become a visible and a valued member of the school and district communities.** • **Contributes to the learning of other educators.** • **Benefits from and contributes to professional organizations to improve teaching.** • **Benefits from and adds to the knowledge base of the profession.**	
Element 4: Working with families to support student learning.	• Does not value and respect students' families and facilitate their role in student learning. • Does not develop an understanding of families' racial, cultural, linguistic and socioeconomic backgrounds. • Does not engage families as sources of knowledge about students' strengths, interests, and needs in support of their	• Inconsistently values and respects students' families and facilitates their role in student learning. • Inconsistently develops an understanding of families' racial, cultural, linguistic and socioeconomic backgrounds. • Inconsistently engages families as sources of knowledge about students' strengths, interests, and needs in support of	• **Values and respects students' families and facilitates their role in student learning.** • **Develops an understanding of families' racial, cultural, linguistic and socioeconomic backgrounds.** • **Engages families as sources of knowledge about students' strengths, interests, and needs in support of**	

CSTP Standard VI – October 2011 – Reviewed June 2012

"Developing" ma, , be used for 1st year teachers – someone new to the profession.

Appendix F

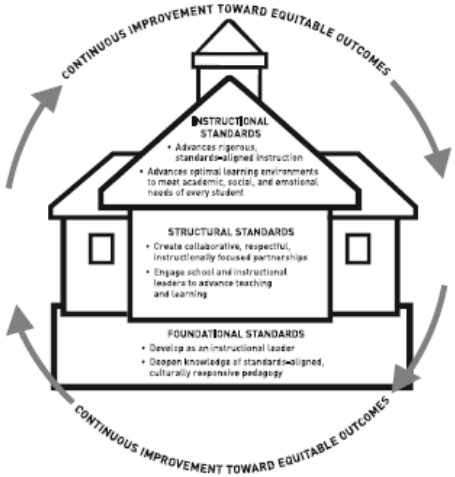
	learning and personal growth and development. • Does not communicate the educational program to families in a thorough and comprehensible fashion. • Does not provide opportunities for families to participate in the classroom and school community.	their learning and personal growth and development. • Inconsistently communicates the educational program to all families in a thorough and comprehensible fashion. • Provides limited opportunities for all families to participate in the classroom and school community.	their learning and personal growth and development. • Communicates the educational program to all families in a thorough and comprehensible fashion. • Provides opportunities for all families to participate in the classroom and school community.
Element 5: Engaging local communities in support of the instructional program.	• Does not demonstrate an understanding of the cultures and dynamics of students' communities. • Does not value and respect the students' communities or facilitate the roles of the community in student learning. • Does not engage in collaboration between school and community. • Rarely identifies or draws upon school, district, and local community social service resources to benefit students and their families. • Rarely identifies or uses additional resources from the local community and businesses to support student learning. • Does not provide students with community-based experiences that support their learning.	• Demonstrates a limited understanding of the cultures and dynamics of students' communities. • Inconsistently values and respects the students' communities or facilitates the roles of the community in student learning. • Inconsistently engages in collaboration between school and community. • Inconsistently identifies and draws upon school, district, and local community social service resources to benefit students and their families. • Inconsistently identifies and uses additional resources from the local community and businesses to support student learning. • Provides students with limited community-based experiences that support their learning.	• Increases understanding of the cultures and dynamics of students' communities. • Values and respects the students' communities and facilitates the roles of the community in student learning. • Engages in collaboration between school and community. • Identifies and draws upon school, district, and local community social service resources to benefit students and their families. • Identifies and uses additional resources from the local community and businesses to support student learning. • Provides students with community-based experiences that support their learning.
Element 6: Managing professional responsibilities to maintain motivation and commitment to all students.	• Rarely challenges self intellectually and creatively throughout career. • Rarely finds support or develops strategies to balance professional responsibilities with personal needs. • Does not manage stress or maintain a positive attitude with students and colleagues. • Does not address the complications and challenges of teaching. • Rarely identifies sources of engagement and renewal in professional work.	• Inconsistently challenges self intellectually and creatively throughout career. • Inconsistently finds support and develops strategies to balance professional responsibilities with personal needs. • Inconsistently manages stress and maintains a positive attitude with students and colleagues. • Inconsistently addresses the complications and challenges of teaching. • Inconsistently identifies sources of engagement and renewal in professional work.	• Challenges self intellectually and creatively throughout career. • Finds support and develops strategies to balance professional responsibilities with personal needs. • Manages stress and maintains a positive attitude with students and colleagues. • Addresses the complications and challenges of teaching. • Identifies sources of engagement and renewal in professional work.
Element 7: Demonstrating professional responsibility, integrity, and ethical conduct.	• Rarely demonstrates knowledge of professional codes, ethical responsibilities and legal requirements applicable to the profession. • Does not demonstrate professional conduct and integrity in the classroom and school community. • Rarely contributes to school and student success by being knowledgeable of learning goals, standards, and objectives established by relevant national, state, and local organizations and stakeholders. • Does not meet professional obligations to implement school, district, state and federal policies and guidelines. • Rarely demonstrates knowledge about professional and legal responsibilities for students' learning, behavior and safety. • Does not interact appropriately with students and families. • Does not demonstrate professional obligations to students, colleagues, school and the profession.	• Inconsistently demonstrates knowledge of professional codes, ethical responsibilities and legal requirements applicable to the profession. • Inconsistently demonstrates professional conduct and integrity in the classroom and school community. • Inconsistently contributes to school and student success by being knowledgeable of learning goals, standards, and objectives established by relevant national, state, and local organizations and stakeholders. • Inconsistently meets professional obligations to implement school, district, state and federal policies and guidelines. • Inconsistently demonstrates knowledge about professional and legal responsibilities for students' learning, behavior and safety. • Inconsistently interacts appropriately with students and families. • Inconsistently demonstrates professional obligations to students, colleagues, school and the profession.	• Demonstrates knowledge of professional codes, ethical responsibilities and legal requirements applicable to the profession. • Demonstrates professional conduct and integrity in the classroom and school community. • Contributes to school and student success by being knowledgeable of learning goals, standards, and objectives established by relevant national, state, and local organizations and stakeholders. • Meets professional obligations to implement school, district, state and federal policies and guidelines. • Demonstrates knowledge about professional and legal responsibilities for students' learning, behavior and safety. • Interacts appropriately with students and families. • Demonstrates professional obligations to students, colleagues, school and the profession.

Appendix F

"Developing" may only be used for 1st year teachers - someone new to the profession.

Appendix F

MENTOR PRACTICE STANDARDS
AN OVERVIEW



This graphic represents three defining aspects of instructional mentoring addressed by the ***Mentor Practice Standards:***

1. **Foundational**—critical knowledge, skills, and professional goals necessary for effective mentoring
2. **Structural**—partnerships that characterize and support quality mentoring
3. **Instructional**—strategic focus on optimal and equitable classroom practice and student learning

A cycle of **Continuous Improvement Toward Equitable Outcomes** encircles the graphic to highlight the importance of ongoing formative teaching and coaching cycles.

Each of the six ***Mentor Practice Standards*** is subdivided into two basic components:

1. **Key Elements**
2. **Reflective Questions**

The Key Elements describe important aspects that further define a given practice standard. Each Key Element is further described by a set of Reflective Questions that invite mentors to consider specific ways to implement a given standard in practice. They are largely framed as concrete questions such as: *How do I…? To what extent do I…? When, how, and how often are…? In what ways do I…?*

Effective mentors recognize that all standards are equally important and interrelated; strong practices in all areas are essential for maximum impact.

© 2018 New Teacher Center. All rights reserved.

MENTOR PRACTICE STANDARDS

Foundational

1.0 **Develops as an instructional leader to advance mentoring, the teaching profession, and equitable outcomes for every student.**

2.0 **Deepens and maintains own knowledge of rigorous content standards, social and emotional learning, learner variability, and culturally responsive pedagogy.**

Structural

3.0 **Creates and maintains collaborative, respectful, instructionally focused mentoring partnerships to foster beginning teacher ownership of continuous improvement of practice and advance the learning of every student.**

4.0 **Engages school leaders and instructional leadership team in productive partnerships to advance beginning teacher effectiveness and the learning of every student.**

Instructional

5.0 **Builds beginning teacher capacity to advance equitable learning by providing rigorous, standards-aligned instruction that meets the needs of every student.**

6.0 **Builds beginning teacher capacity to advance equitable and inclusive learning by providing an environment that meets the diverse academic, social, and emotional needs of every student.**

© 2018 New Teacher Center. All rights reserved.

FOUNDATIONAL

1.0 Develops as an instructional leader to advance mentoring, the teaching profession, and equitable outcomes for every student.



Develops and continuously pursues professional growth goals and action plans that are grounded in mentor standards and expectations and are continually informed by mentor and beginning teacher data of practice and student learning data.

- When I assess my practice using the mentor standards and expectations, what areas of strength can I identify and what areas of growth can I prioritize?
- In what ways do my mentor professional growth goals serve the program's mission to improve beginning teacher effectiveness and foster equitable outcomes for every student?
- What knowledge and skills do I need to identify inequities in the classroom in order to pursue equitable outcomes for every student with the beginning teacher? How do I improve my observation skills and use strategies, stances, tools, and entry points to ensure equitable outcomes for every student?
- What processes and protocols can I use to continually assess qualitative and quantitative mentor data, beginning teacher data, and student learning data to measure progress toward my mentor goals? How can my mentor colleagues and/or program leader support me in this process?



Collects and analyzes mentor and beginning teacher data of practice to inform instructional mentoring decisions that will improve beginning teacher practice and the academic, social, and emotional learning of every student.

- How can I analyze beginning teacher formative assessment data in ways that inform my mentoring focus and strategies throughout ongoing, instructionally focused teaching-coaching cycles with the beginning teacher? How can our program's mentor expectations support and guide me and my colleagues in this process? To what extent am I meeting or exceeding these benchmarks?
- How often do I elicit feedback from the beginning teacher on the mentoring process? In what ways do my words and actions exemplify a commitment to improving practice in service of every learner?
- How do I position myself as a learner and actively seek constructive feedback on my practice from mentor peers and program leader?
- What can I learn about my mentoring practice from participating in in-field coaching cycles with mentor colleagues and program leader?

© 2018 New Teacher Center. All rights reserved.



Engages in mentor professional learning opportunities and contributes fully to the mentor community of practice to advance own learning and that of mentor colleagues.

- How do my behaviors and actions in mentor professional learning contribute to building a professional community and upholding norms of collaboration, reflection, and transparency?
- In what ways is my participation in mentor professional learning and communities of practice contributing to emotionally and intellectually safe environments for all mentors to learn and grow?
- How do I use my own data of mentoring practice and that of my mentor colleagues to engage in thoughtful dialogue and reflection to solve mentoring related problems?
- What is my comfort and skill level in giving and receiving instructionally focused, evidence-based feedback with my mentor peers in ways that support inquiry/curiosity and risk-taking?
- How do I continually challenge myself to take risks in mentor professional learning contexts, such as in-field coaching and mentor professional learning communities, to deepen and expand my instructional mentoring knowledge and skills?



Builds collaborative partnerships with school and district instructional leaders, teacher leaders, and school communities to advance the teaching profession and advocate for equitable outcomes for every student.

- In what ways do I see myself as an instructional leader?
- How can I create and leverage opportunities to learn from and collaborate with instructional leadership team members and other teacher leaders to advance standards-aligned instruction and equitable outcomes for every student?
- What opportunities do I have to collaborate with school and district leaders to inform and/or advance school-based instructional goals and priorities?
- What is my comfort and skill level in describing to other teacher leaders the instructionally focused nature of my mentoring work and its impact on beginning teacher effectiveness and equitable outcomes for every student?
- In what ways can I advocate for conditions that support optimal learning environments that address the variable learning needs of every student?



Promotes, designs, and/or facilitates beginning teacher professional learning that is aligned with professional teaching standards, school and district instructional goals, and program vision, mission, and goals and promotes development of optimal learning environments and rigorous content learning for every student.

- How do I collaborate with my mentor colleagues to differentiate beginning teacher professional learning based on adult learning principles and assessed needs and interests of beginning teachers?
- How will the beginning teacher professional learning environment model classroom environments that are emotionally, intellectually, and physically safe?
- How will beginning teacher professional learning ensure alignment to teaching standards and rigorous content standards?
- How will beginning teacher professional learning ensure alignment to school/district goals and priorities and program vision and goals?

© 2018 New Teacher Center. All rights reserved.

FOUNDATIONAL

2.0 Deepens and maintains own knowledge of rigorous content standards, social and emotional learning, learner variability, and culturally responsive pedagogy.



Deepens and maintains own knowledge of grade-level content standards and standards-aligned tasks, lessons, and curriculum to ensure that every student has access to rigorous standards-aligned content.

- How do I develop knowledge of what constitutes rigor in the content areas taught by the beginning teacher? Examples: For math, how do I develop and maintain basic knowledge of the major work of the grade? For ELA/literacy, how do I develop and maintain basic knowledge of text complexity and academic vocabulary of grade-appropriate texts?
- How do I use my knowledge of content standards and task alignment to engage the beginning teacher and advance their ability to plan and deliver instruction that develops both the content knowledge and student skills required by the standards?
- What additional knowledge and skills do I need to support the beginning teacher's ability to deliver standards-aligned instruction in ways that promote learner agency and opportunities for self-directed learning?



Deepens and maintains own knowledge of research-based practices that create emotionally, intellectually, and physically safe classroom environments for every student.

- What research-based resources and skills do I need to learn about and integrate into my practice to help the beginning teacher embrace a growth mindset and create a classroom characterized by positive, trusting relationships, supported risk-taking, learner agency, productive struggle, and healthy expression of emotions?
- What data and research-based resources can I incorporate into my mentoring practice to help the beginning teacher deepen their knowledge of the inextricable connection between social and emotional learning and academic achievement?
- What research-based strategies and guidelines can I draw upon for mentoring the beginning teacher to create procedures, routines, and classroom designs that support safe and engaged student interactions?
- How do I engage with program leader and mentor colleagues within and outside of professional learning to expand my knowledge of how teachers purposefully use language and design and structure classroom routines and procedures in ways that promote safe and engaged teacher/student and student/student interactions?
- How do I seek out and use additional resources to further my knowledge of the practices that contribute to emotional, intellectual, and physical safety?
- How do I deepen my knowledge of and ability to articulate the inextricable connection between social and emotional learning and academic achievement?

© 2018 New Teacher Center. All rights reserved.



Deepens and maintains own knowledge of strategies and research-based frameworks designed to support the beginning teacher to expect, plan for, and meet the variable learning needs of every student.

- How prepared am I to scaffold learner variability strategies and frameworks into my mentoring practice and share with the beginning teacher?
- How can I expand my repertoire of research-based, standards-aligned instructional strategies that support the variable learning needs of every student to improve my mentoring of the beginning teacher? How can I collaborate with colleagues to build expertise in my use of research-based, standards-aligned instructional strategies with the beginning teacher?
- How do I participate in professional learning, engage with others, and conduct personal research to improve my knowledge of strategies and frameworks for meeting the variable learning needs of every student?
- What research can I reference with the beginning teacher to underscore that having variable learners in the classroom and planning for each one of them is to be expected?



Deepens and maintains own knowledge of equity principles and culturally responsive pedagogy to identify and address inequitable practices and engage the beginning teacher in using an equity lens to reflect on their practice.

- What is my definition of equity in education and my role in it?
- How does my background and experience shape my views, interactions, and beliefs? What are my biases?
- How do I deepen my comfort and skill level in having equity-based conversations, including conversations about race, with the beginning teacher and other peers?
- What are the connections between high expectations, rigorous content and curriculum, and equity?
- What additional knowledge and skills do I need to recognize and promote curriculum that is culturally responsive and inclusive?

© 2018 New Teacher Center. All rights reserved.

STRUCTURAL

3.0 Creates and maintains collaborative, respectful, instructionally focused mentoring partnerships to foster beginning teacher ownership of continuous improvement of practice and advance the learning of every student.



Cultivates relational trust, caring, mutual respect, and honesty with the beginning teacher to build ownership, solve problems, and foster beginning teacher agency, resilience, and commitment to the success of every student.

- In what ways do I convey empathy, caring, honesty, and respect in my instructional mentoring conversations?
- How am I modeling a growth mindset in my words and actions regarding the beginning teacher, their students, and myself as a mentor?
- How do I help the beginning teacher value their own background experiences and knowledge and see the connections between what they already know and the problems they are trying to solve?
- How do I build on the beginning teacher's comments and questions to extend their knowledge and sense of teacher agency and autonomy?
- In what ways can I leverage relational trust to support the beginning teacher's ability to analyze complex teaching issues and take responsible risks to improve instructional practice to meet the variable learning needs of every student?
- To what extent have I established an emotionally and intellectually safe environment with the beginning teacher in which they are willing to engage in productive struggle and responsible risk-taking to address complex issues?



Uses mentoring language and stances to engage the beginning teacher in collaborative, instructionally focused, problem-solving conversations and reflective analysis to promote beginning teacher agency and improved student academic, social, and emotional growth.

- How do I differentiate the types of mentoring language I use to facilitate strengths-based, reflective conversations?
- How can I expand and deepen my use of mentoring language stems to facilitate beginning teacher reflection, agency, and willingness to engage in complex problem-solving with curiosity and persistence?
- What contextual factors do I consider when employing different mentoring stances: instructive, collaborative, and facilitative? To what extent am I moving fluidly between stances to support beginning teacher agency, reflection, and ownership in our instructionally focused conversations?
- To what extent do I identify strategic mentoring stems when planning for specific mentoring conversations?
- How can my strategic use of mentoring language and stances support the beginning teacher to engage in productive struggle in the use of rigorous content standards?



Creates strategic mentoring outcomes and plans for meetings with the beginning teacher to advance beginning teacher practice and the learning of every student.

- What do I know about the beginning teacher's current context and social and emotional needs?
- What aspects of their teaching practice might be most appropriate to address developmentally? By extension, what are my strategic outcomes for the beginning teacher in the short and long range?
- What instructional focus would be most strategic at this time? What entry points can I listen for?
- How can I be responsive to the beginning teacher's immediate needs in each mentoring conversation and maintain focus on my short- and long-range strategic outcomes for them?

© 2018 New Teacher Center. All rights reserved.



Uses mentoring and collaboration time effectively to implement instructionally focused tools and protocols that advance instruction and the learning of every student.

- How do I ensure that I am prioritizing and committing to mutually agreed-upon time to meet with the beginning teacher for durations and frequencies that align with research-based expectations and program requirements?
- How am I using interaction data to assess the amount and types of interactions I have with the beginning teacher and the extent to which those interactions focus on standards-aligned instruction and evidence of student learning?
- How do I support the beginning teacher to commit to mutually agreed-upon times to meet? How do I engage with the program leader and school leaders to problem-solve if lack of teacher prep time or other systemic issues lead to inadequate time for beginning teacher/mentor meetings?
- How do I use my mentoring time to more effectively blend program requirements, meet the beginning teacher's needs, address issues that surface in data of practice, and forge them into relevant strategies for beginning teacher professional learning?
- How do I prioritize mentoring time available to effectively balance my strategic mentoring outcomes with the immediate needs of the beginning teacher and ensure beginning teacher ownership?



Facilitates reflective conversations about race, culture, and the diversity of the school and community to improve instruction and ensure that every student has what they need to be successful academically, socially, and emotionally.

- How do I foster equity-focused conversations that are characterized by respectful listening, perspective-taking, and honesty?
- How do I help the beginning teacher develop a knowledge of historic and current systemic inequities and embrace high expectations for every student?
- How do I become more comfortable and prepared to share my own self-reflections regarding my racial lens, bias, and privilege, despite discomfort it may cause?
- How am I supporting the beginning teacher to develop the knowledge, mindsets, and skills to recognize and address bias in their classrooms and in the school environment?
- How do I become more comfortable and prepared to initiate tough conversations about equity?



Builds the beginning teacher's capacity to create effective partnerships with families and local communities to improve instruction and learning for students of all backgrounds.

- To what extent does the beginning teacher understand the role of the family in student achievement? What knowledge and skills does the beginning teacher need to cultivate effective, strengths-based partnerships with families and to understand the critical role of the family in student achievement?
- How do I ensure that the communication structures, resources, and supports I offer are culturally responsive and will strengthen the beginning teacher's partnerships with families and local communities?
- How do I guide the beginning teacher in communicating with families in ways that are timely, welcoming, and responsive to individual student and family needs and that convey respect and understanding of cultural norms?
- How do I support the beginning teacher to become familiar with students' communities and to feel comfortable and capable engaging with community members to inform and strengthen instruction and support for families and students?
- How do I improve my knowledge of local communities and resources to support the beginning teacher in making connections for families and students to advance student learning?

© 2018 New Teacher Center. All rights reserved.

STRUCTURAL

4.0 Engages school leaders and instructional leadership team in productive partnerships to advance beginning teacher effectiveness and the learning of every student.



Initiates and maintains collaborative partnerships with school leaders to establish mentor's instructional role within the school and deepen alignments to school and district instructional priorities.

- How do I draw on mentoring language and stances in my meetings with school leaders in order to build collaboration and trust and ensure collaborative, two-way communication that advances support of the beginning teacher?
- What mentor conversation protocols do I use to guide collaborative conversations with school leaders that result in clearly identified next steps, specify who will do what by when, and establish next meeting times?
- How do I make clear the role of relational trust and confidentiality between mentor and the beginning teacher and their impact on improved practice?
- How do I share information about the beginning teacher's practice in ways that do not break trust with the beginning teacher? How do I decide what needs to be shared specifically and what could be generalized?
- How do I elicit in-depth responses from school leaders regarding their vision and instructional goals and priorities for the school?
- How do I articulate the alignments between the school's instructional goals and priorities and my instructional mentoring goals to advance standards-aligned instruction and equitable outcomes for every student?
- How do I capitalize on entry points in discussions with school leaders to address barriers and promote optimal working conditions and protected time for professional learning for beginning teachers?



Deepens school leaders' and instructional leadership teams' knowledge of the standards-aligned, formative assessment teaching-coaching cycle and its impact on instruction and equitable outcomes for every student.

- How do I build awareness of the instructionally focused teaching-coaching cycle and formative assessment tools and processes with instructional leaders? What entry points can I leverage to collaboratively explore their relevance to school-based instructional goals?
- How do I use formative assessment artifacts, anecdotes, and student learning data to illuminate the potential impact of the teaching-coaching cycle on teacher effectiveness and improved outcomes for every student?
- How do I use induction program data appropriately to illustrate the ways in which instructionally focused teaching-coaching cycles contribute to students' continuous academic, social, and emotional growth?
- What is my comfort level in raising awareness about school-wide patterns of instructional inequities that may have surfaced in the course of the teaching-coaching cycle?

© 2018 New Teacher Center. All rights reserved.



Builds collaborative partnerships with instructional leadership team to better meet beginning teacher needs, ensure mentoring aligns with school instructional priorities, and foster a learning environment in which every student can be successful.

- How do I engage the instructional leadership team to contribute resources, strategies, and expertise that will advance the beginning teacher's practice and support the variable learning needs of every student?
- How do I build the beginning teacher's capacity to select appropriate data and artifacts to share with instructional leaders?
- How do I raise the instructional leadership team's awareness of the effectiveness of analyzing student learning within the teaching-coaching cycle? How can I help them see the value and relevance of the analyzing student learning process for site-based professional learning communities and grade-level teams striving to address school-wide instructional goals and improve learning outcomes for every student?

© 2018 New Teacher Center. All rights reserved.

INSTRUCTIONAL

5.0 Builds beginning teacher capacity to advance equitable learning by providing rigorous, standards-aligned instruction that meets the needs of every student.



Advances standards-aligned instruction and student learning of rigorous content by engaging the beginning teacher in ongoing teaching-coaching cycles to advance equitable learning for every student.

- How do I use entry points to introduce specific formative assessment tools and processes at each stage of the teaching-coaching cycle to surface potential areas for growth or gaps in the beginning teacher's knowledge of rigorous content identified in the standards? How can I use those potential areas for growth or gaps as entry points to engage in deeper learning and shared inquiry through the teaching-coaching cycle? How do I secure resources for the beginning teacher that support growth and close gaps?
- How do I use formative assessment tools and processes at each stage of the teaching-coaching cycle to engage the beginning teacher in surfacing issues that impact student learning of rigorous, standards-aligned content and in making instructional modifications to address them?
- How do I engage the beginning teacher in delivering and reflecting upon rigorous, standards-aligned lessons through ongoing teaching-coaching cycles of inquiry in ways that are timely and responsive to the beginning teacher's needs?
- Which formative assessment tools and processes can the beginning teacher and I use to analyze the extent to which lessons, tasks, and curriculum are aligned to rigorous, grade-level content standards? If there is not alignment, how can I use the teaching-coaching cycle to build the beginning teacher's capacity to determine what adjustments need to be made to the lesson, task, or curriculum to ensure alignment to the standards?
- How can my mentoring through teaching-coaching cycles inspire shared commitment to providing every student with equitable access to rigorous, standards-aligned content?



Builds beginning teacher capacity to advance the learning of every student through use of appropriate assessments of student academic, social, and emotional skills.

- How do I support the beginning teacher in identifying their students' individual learning preferences, strengths, and areas for growth academically, socially, and emotionally?
- How do I build the beginning teacher's capacity to determine which assessments and sources of information about individual students will help them assess students' individual learning preferences, social and emotional skills, and academic performance?
- How do I build the beginning teacher's capacity to engage students in setting personal learning goals and monitoring their own progress using data from assessments?
- How do I support the beginning teacher to analyze student assessments for bias? How do I support the beginning teacher to revise assessments to address bias and/or to engage with school leaders to address bias apparent in required assessments?
- How do I support the beginning teacher in designing student assessments that have a range of appropriate options for students to demonstrate their learning and provide a complete and accurate picture of their skills and needs?

© 2018 New Teacher Center. All rights reserved.



Builds beginning teacher capacity to analyze student assessments to guide the planning and delivery of standards-aligned instruction that meets the variable learning needs of every student.

- How do I build the beginning teacher's capacity to analyze and interpret evidence of student learning to strategically plan and adjust instruction that is aligned with rigorous content standards and that provides appropriate challenge and scaffolds to meet the needs of each learner?
- How do I use formative assessment tools and processes for observation and analysis of student learning to engage the beginning teacher in surfacing students' variable learning needs and in planning ways to support every learner to meet the demands of rigorous content standards?
- How do I hold myself and the beginning teacher accountable for providing every student with equitable access to rigorous, standards-aligned content and improving each student's learning outcomes?
- How do I model a growth mindset in which learner variability is understood, expected, and welcomed when analyzing student assessments and planning and delivering standards-aligned instruction to meet the needs of every student?
- What support personnel or additional expertise can the beginning teacher and I seek out to ensure that the variable learning needs of every student are being addressed?



Builds beginning teacher capacity for continuous improvement through professional goal-setting based on assessments of practice and student learning and aligned with school and district instructional priorities and professional teaching standards.

- How can I support the beginning teacher to create professional goals that are aligned with school instructional goals and priorities and grounded in their knowledge of rigorous, grade-appropriate content standards, professional teaching standards, and data on instruction and student learning?
- How do I facilitate the beginning teacher's self-assessment and professional goal-setting process using results of academic, social, and emotional assessments? How do I capitalize on entry points to raise the beginning teacher's awareness of growth in meeting the academic, social, and emotional needs of every student?
- What do I need to do to be fully prepared to engage in co-assessment of the beginning teacher's content knowledge and support related goal-setting?
- How do I foster a sense of teacher agency and a growth mindset throughout the beginning teacher's professional goal-setting process?

© 2018 New Teacher Center. All rights reserved.

INSTRUCTIONAL

6.0 Builds beginning teacher capacity to advance equitable and inclusive learning by providing an environment that meets the diverse academic, social, and emotional needs of every student.



Engages beginning teacher in developing and applying research-based knowledge, skills, and strategies to create emotionally, intellectually, and physically safe learning environments for every student.

- How do I foster a shared knowledge of the connections between social and emotional growth and academic achievement?
- How do I ensure the beginning teacher and I focus on individual student strengths to support academic, social, and emotional growth?
- How do I model a growth mindset and articulate its role in fostering socially and emotionally safe learning environments?
- How do I build the beginning teacher's capacity to explore classroom conditions that are conducive to learning and that support positive, caring relationships, risk-taking, and healthy expression of emotions? What research-based resources, knowledge, and skills can I draw on to support beginning teacher success in implementing strategies that improve the learning environment?
- What formative assessment tools and processes can I use with the beginning teacher to observe for and provide feedback on conditions of social and emotional safety in their classroom?



Builds beginning teacher capacity to advance equitable and inclusive instruction for every student based on applying principles of equity and implementing culturally responsive pedagogy.

- How do I convey my professional commitment to diversity, equity, and inclusion in words and actions?
- How do I apply an equity lens in my instructional mentoring conversations about cultural competencies and culturally responsive pedagogy?
- What tools and resources can we use to assess the needs of second language learners and build the beginning teacher's capacity to ensure that curriculum and instruction is scaffolded, accessible, and responsive to every student's language learning needs?
- If equitable access to curriculum is not observed in a classroom, how do I use formative assessment tools and processes to surface issues? How do I engage the beginning teacher in a positive way to feel safe to reflect on the issues and problem-solve collaboratively?
- How do I engage the beginning teacher in a positive way to feel safe and problem-solve collaboratively if formative assessment surfaces issues of equitable access to curriculum in a classroom?
- How can conversations about diversity, equity, and inclusion fortify the beginning teacher's professional commitment to providing rigorous, standards-aligned, scaffolded instruction that supports the variable needs of every student?
- When and how do I facilitate reflective conversations with the beginning teacher regarding their emerging role as a teacher leader and advocate for equitable and inclusive learning environments for every student?

© 2018 New Teacher Center. All rights reserved.



Builds beginning teacher capacity to establish and maintain an inclusive classroom environment that fosters self-regulation and learner agency.

- What formative assessment observation tools and processes do I use with the beginning teacher to collect data to assess ways in which the classroom environment is inclusive?
- What research-based resources, knowledge, and skills can I draw on to support the beginning teacher in creating and maintaining an inclusive classroom environment?
- How do I support the beginning teacher to increase their knowledge of how students' perceptions of belonging in the classroom impact learning and learner agency?
- How can I support the beginning teacher to incorporate or refine instructional strategies to foster learner agency for every student?
- What entry points can I capitalize on to support the beginning teacher to explore and implement routines and procedures to increase student self-regulation and learner agency?



Builds beginning teacher capacity to equitably meet the diverse learning needs of every student through the instructional use of technology.

- To what extent do the beginning teacher and their students have equitable access to technology in the classroom? If there are inequities, in what ways can I advocate for access?
- How do I capitalize on entry points to explore technology-based strategies for scaffolding instruction and/or providing varied learning pathways to meet the needs of every student?
- How do I engage the beginning teacher in assessing student access to and use of technology outside of classroom/school for research and projects related to classroom assignments? How do I support the beginning teacher to leverage use of technology in class/school to mediate students' varying levels of access to and use of technology outside of school and advance equitable learning for every student?
- How do I build beginning teacher capacity to advocate for systematic and intentional uses of classroom and school-wide technology that enhance and advance equitable learning for every student?

© 2018 New Teacher Center. All rights reserved.

Mt. Diablo Unified School District

Adverse Working Conditions Report Form

Each unit member may report, in writing, any adverse conditions in their working environment, including matters related to classroom temperature. Such report shall be filed within ten (10) working days of the time the unit member might reasonably have been expected to know of the adverse working condition which is the basis of the unit member's complaint.

Request for Response

To: _____
Site Administrator or Supervisor

From: _____
(MDEA unit member name)

Site: _____Room Number _____

The following condition(s) in my working environment need(s) to be corrected:

_____

_____

_____

_____

_____

Signature _____ Date _____

Directions: After signing the form, scan and email to your site administrator or supervisor with copies to:

- Director Maintenance and Operations
- Chief Business Officer
- Chief of Human Resources
- MDEA President

Note to administrator/supervisor: A written response is due to the employee within ten (10) working days of the date this form is received.

If the unsafe conditions are not corrected or a program leading to corrections is not agreed to by the unit member in writing, the unit member may appeal within five (5) working days of receipt of the district response, in writing, to the Chief of Human Resources, who shall issue a written response within five (5) working days after receipt. If the unit member is dissatisfied with the response issued by the Chief of Human Resources, the Association may, within five (5) working days of receipt of such a response, appeal the matter directly to binding arbitration pursuant to Article 3, Section 3.10.

Appendix G

Mt. Diablo Unified School District
Employee Report of Assault

Employee Name: _____ Date of Report: _____

Employee Job Title: _____ Employee ID #: _____

Location of Incident: _____ Date of Incident: _____

Person(s) Perpetrating the Assault: _____

Is the perpetrator a Student? ☐ Parent? ☐ Staff Member? ☐ Other: ☐ _____

Description of the Incident:

_____

Law Enforcement Agency Contacted: _____

Date Contacted: _____ Time: _____

Who made the report: _____

District Emergency Line Contacted: _____

Date Contacted: _____ Time: _____

Who made the call: _____

Other Administrative Action Taken:

_____

Signed: _____ Date: _____
Employee Assaulted

Signed: _____ Date: _____
Principal or Administrative Designee

Distribution List:
Personnel/Human Resources
Site Principal/Administrator
Appropriate Bargaining Unit
Appropriate Assistant Superintendent

Appendix H

MOUNT DIABLO UNIFIED SCHOOL DISTRICT

REGISTRATION OF PERSONAL PROPERTY FOR USE IN THE INSTRUCTIONAL PROGRAM

(MDEA Unit Members Only)

Coverage for Personal Property

MDEA unit members shall be reimbursed for loss or damage to personal property occurring in the scope of employment of the unit member under the following conditions:

A. The loss or damage occurs through no fault of the unit member.
B. Payment is subject to a $10.00 deductible per occurrence.
C. The maximum reimbursement for any one loss shall not exceed $200.00 except for articles of personal clothing when the maximum for any one loss shall be $400.00.
D. The deductible provision does not apply to damages to the clothing of a unit member arising from an assault upon the unit member.
E. If a unit member files a claim for loss or damage to personally-owned equipment or teaching materials which have been brought to school, reimbursement for these articles shall be allowed under the terms of this contract, provided that:
    1. Such articles are for use in the instructional program.
    2. Prior written approval for use of such articles at school is obtained from the school administrator.
    3. The value of such articles is agreed upon by the unit member and the side administrator prior to its use at school and is recorded in writing.
F. In case of loss, please send a copy of this approved form with an explanation letter to the Risk Management Office, Dent Center. The letter must include a signed acknowledgment by the site administrator.

Certification of MDEA Unit Member

I certify that the following personally owned equipment and or teaching materials are for use in the instructional program:

Type or Kind	Model and/or Make	Serial No. and/or Model	Age of Property	Original Purchase Price	Value Agreed Upon

_____ _____ _____

Print Name MDEA Unit Member Signature Date

Certifications of site administrator

The foregoing personal property has been examined by me in the value has been agreed upon with the named employee.

_____ _____ _____

School Site Site Administrator Signature Date

Destruction of Tires: In addition to the above, destruction of tires which occurs while the unit member's car is parked in a district parking lot shall be reimbursed up to the unit members deductible up to $150 per tire, to a total maximum of $500. In order to receive this reimbursement, the unit member must immediately report the damage to a site, administrator and file a police report. A district parking lot includes parking which is in close proximity to a school or the district office. This section is in effect when school is in session and during afternoon or evening periods when teachers are on site for work-related meetings or activities. Any and all overnight parking is excluded-even overnight parking for a school-related activity.

Appendix I

MDEA Catastrophic Sick Leave Bank

Participation Request Form

The Catastrophic Sick Leave Bank (CSLB) was designed by MDEA to provide income protection to participants in the event of a catastrophic illness.

To be eligible for participation, an individual must be a dues-paying member of MDEA that has attained permanent status in their employment with the Mt. Diablo Unified School District (MDUSD) and is an active employee of the district.

To join the CSLB, an eligible member must contribute one sick day. Eligible members may join the CSLB at any time, but members who join after September 30th must complete a 30 day waiting period before they may withdraw from the bank.

Members who join the bank before the August pay warrant need not have any remaining accumulated sick days - the required contribution of one (1) sick day will be deducted when the annual sick leave days are credited with the August pay warrant.

Members who join the bank after the August pay warrant must have at least one (1) sick day in their sick leave balance in order to make the required contribution of one (1) sick day.

In the event of a catastrophic illness, a CSLB participant may apply to withdraw up to 75 days per year from the bank. These days can then be used to continue income just as sick days in a sick leave balance can be used. Only participants will be permitted to withdraw days from the bank.

Further information about the CSLB is available in the Collective Bargaining Agreement (MDEA Contract) in Article 19, Section 24.

By signing below, a MDEA member is requesting to become a participant in the bank. If the member meets the requirements for participation, one (1) sick day will be deducted from their MDUSD sick leave balance and they will be added to the roster of participants.

Name _____

Employee Identification Number _____

Site _____

Job Title _____

I understand the terms of eligibility for the Catastrophic Sick Leave Bank (CSLB) and I am requesting to join the Bank. I agree to contribute one (1) sick leave day to the CSLB.

Signature _____ Date _____

Appendix J

APPENDIX K
ADDITIONAL HIGH SCHOOL & MIDDLE SCHOOL STIPENDS

1. There shall be a pool of funds available at each high school for use at the contractual hourly rate to compensate for work beyond the school day. The allocation of these funds is to be decided at each school through a site established process which shall include one or more of the following bodies:
   a. Faculty Senate;
   b. Department Chairs;
   c. Curriculum Associates; or
   d. The entire faculty at a general faculty meeting.

   The MDEA faculty representative shall have the responsibility to file a report (e.g. the process used at the site) with the District and MDEA bargaining teams annually prior to the expenditure of any such funds. The available funds shall be on the basis of the following formula:

Enrollment to 900	$4,500
Enrollment to 1,500	$6,000
Enrollment to 2,000	$7,500
Enrollment to 2,500	$9,000

2. Additionally, high schools and middle schools shall receive $4,500 to fund positions. The positions to be funded are a site decision, which shall provide for the decision to be made by a body such as Faculty Senate, Department Chairs, Curriculum Associates or the entire faculty at a general faculty meeting. Unit members shall be given the first opportunity to accept these positions. The choices include:

   Conflict manager
   Leadership class and associated duties
   Coordination of teaching assistants
   Noon league supervision
   Similar activities

Appendix K

Mt. Diablo Unified School District
SUBSTITUTE TEACHER DAILY RATES
Salary Schedule
2025-2026

DAILY RATES:

Daily Rate	$250.00
Special Circumstances Rate (and Special Ed Assignments)*	$300.00
Certificated Retirees	$300.00

Certificated Substitutes providing service in Title I schools listed below will receive the Special Circumstances Daily Rate of $300.00. This rate will remain in effect for the duration of the assignment. Please highlight these schools on your "Substitute Teacher's Time Report" form to receive these rates.

Bel Air Elementary
Cambridge Elementary
Fair Oaks Elementary
Meadow Homes Elementary
Rio Vista Elementary
Shore Acres Elementary
Sun Terrace Elementary
Wren Avenue Elementary
Ygnacio Valley Elementary
El Dorado Middle School
Oak Grove Middle School
Riverview Middle School
Mt. Diablo High School
Olympic High School
Ygnacio Valley High School
Crossroads

*The Special Circumstance Rate applies to a Title I School, SpEd class or a long term assignment. Highlight in yellow for a Title I assignment, and write SpEd class for those assignments for Payroll to be aware of the different sub rate.

CLARIFICATION OF PAY AND SITE TIME
Substitute teachers are employed to work one of the two schedules:

- **Half Day**, 3 ½ hours for elementary and middle school, and 3 hours 40 minutes for high school assignments.
- Full Day

Appendix L

Appendix M

MT. DIABLO UNIFIED SCHOOL DISTRICT

Pregnancy and Maternity Leave Brochure

Prepared March 2013

Appendix M

STEPS FOR EMPLOYEE REQUEST FOR PREGNANCY AND MATERNITY LEAVE

Step One
Schedule personal appointment to review forms by calling 925-682-8000, extension 4142.

Step Two
Submit a request for Leave of Absence for Pregnancy and Maternity.

2a) Before Baby
Choose an option:

- ☐ Use accumulated sick leave. Usual length of maternity leave is six (6) weeks or eight (8) weeks for twins or Caesarin.
- ☐ Do **not** use accumulated sick leave. If sick leave is not used, employee will be placed in **unpaid status.**

2b) After Baby
Choose an option:

- ☐ Your doctor has not released you to return to work. You may use your accumulated sick leave. If your sick leave has been depleted you receive difference pay.
- ☐ Your doctor has released you to return to work and you wish to spend more time with the baby:
  - ☐ Apply for Family and Medical Leave Act up to 12 weeks.
  - ☐ Apply for Unpaid Parental Leave after Pregnancy and Maternity Leave and Family and Medical Leave Act have been exhausted.

Step Three
If you apply for Family and Medical Leave Act; three important facts to understand:

1. Family and Medical Leave Act is a twelve week **unpaid** leave of absence. Dental and vision benefits will remain intact during the twelve week leave.
2. By signing the Family and Medical Leave Act Form, you acknowledge that you will be billed for your portion of health benefits while on Family and Medical Leave Act and will remit payment directly to Fiscal Services.
3. You must contact Personnel if you wish to request an **unpaid** Parental Leave of Absence after the Family and Medical Leave Act.

Step Four
If you apply for an Unpaid Parental Leave of Absence; three important guidelines:

1. Complete the Request for Leave of Absence Without Pay Form.
2. Check the box "Parental" to apply for an **unpaid** Parental Leave of Absence.
3. If you with continuation of benefits, you must contact the Benefits Department (benefits@mdusd.org) to schedule an appointment.

Appendix M

FREQUENTLY ASKED QUESTIONS
PREGNANCY AND MATERNITY LEAVE

1. **What do I need to know and do for maternity leave?**
   Schedule a personal appointment to review all options. Call 925-682-8000, ext. 4142. It is important to meet in person so that questions can be answered immediately and to provide and review the required forms.

2. **What are my options?**
   Before the baby is born, you may use your accumulated sick leave during your period of disability. You may also choose not to use your accumulated sick leave. If you choose to not use your sick leave, you would be placed in an unpaid status.

   After the baby is born, and you have been released by your doctor to return to work, but you wish to spend more time with the baby, you may choose to use Family and Medical Leave Act for a total of 12 weeks. During Family and Medical Leave Act, you will be placed in an unpaid status. You may also choose to apply for an Unpaid Parental Leave of Absence after your 12 week Family and Medical Leave Act. If your doctor has not released you to return to work you may use your accumulated sick leave. If your sick leave has been depleted you will receive difference pay.

3. **Do I need a physician's note to go out on pregnancy and maternity leave?**
   Yes. Your physician would need to sign off on the forms that are provided when you meet in person with Personnel. If your physician decides to take you off work earlier than indicated on the form, a note will be required from your physician.

4. **How is sick leave used in conjunction with maternity leave?**
   That is your choice. You may use your accumulated sick leave to cover your absence, **or**, you may decide to not use your accumulated sick leave and go into an unpaid status.

5. **What does unpaid status mean?**
   You would not receive pay or compensation and your medical benefits along with your dental and vision benefits will stop. However, when you are on Family and Medical Leave Act your dental and vision benefits would remain intact. You are billed for your portion of your medical premium. Unpaid leaves are only available to probationary and permanent employees.

6. **How much time do I receive for maternity leave?**
   The duration of leave shall be determined by your physician. Usual length of Pregnancy and Maternity Leave is six (6) weeks or eight (8) weeks for twins or Caesarin.

7. **Can I take time off before the baby is born?**
   Yes. You can use your accumulated sick leave if you have it. If your sick leave has been exhausted, you would automatically go into difference pay.

8. **What is difference pay?**
   Difference pay is the difference between your daily rate of pay and the rate of pay the substitute teacher receives. Current substitute rate of pay is as follows:

Non-SIG Sites		SIG Sites	
Day 1 – Day 5	$97.50	Day 1 – Day 5	$111.50
Day 6 – Less than semester	$109.50	Day 6 – Less than semester	$125.50
Full Semester Rate	$138.50	Full semester rate	$158.50

9. **How long does difference pay last?**
   Difference pay lasts for 100 days or five (5) months. Once your accumulated sick leave has been exhausted, you would automatically go into difference pay. Section 19.3.4.3 of the MDEA contract states: *"An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year."*

10. **What happens when difference pay ends?**
    Once difference pay ends, you may apply for an unpaid improvement of health leave of absence. By requesting an unpaid improvement of health leave of absence, you would be placed on the 39-month rehire list if you are a permanent employee. If you are a probationary employee, you would be placed on a 24-month rehire list. Temporary employees do not have the option to apply for an unpaid leave of absence once difference pay ends.

Appendix M

11. **Do I get state disability while on maternity leave?**
Teachers do not pay into state disability. The exception is if you have purchased a separate insurance policy through American Fidelity or The Standard. Under that policy you would receive sick leave or difference pay.

12. **How does maternity leave impact my retirement service credit?**
Retirement credit is earned while you are in a paid status and is based on your salary earnings. During the time you use your sick leave, your retirement credit will be earned as normal. When you go into difference pay, your retirement credit will change. Since you will not be receiving a full paycheck your retirement credit will not be fully earned and would be based on the salary you earn while in difference pay. You do not receive retirement credit when you are on Family and Medical Leave Act or on an unpaid improvement of health leave of absence.

13. **While I am on an unpaid leave of absence, what happens to my health benefits?**
While on Family and Medical Leave Act, the District continues to pay for dental and vision and the employee would be billed for their portion of their medical premium that is usually deducted from their paycheck by the District.

    While on an Unpaid Parental Leave of Absence, the employee can choose to self-pay for their medical, dental and/or vision benefits. The dental and vision benefits would be billed to the employee by the District and the medical benefits would be billed directly by the medical carrier. The employee would need to schedule a time to meet with the Benefits Specialist to complete the required forms to self-pay for medical, dental and/or vision benefits. It is best to email the Benefits Specialist at benefits@mdusd.org

14. **What percent of the school year do I need to work in order to move on the certificated salary schedule?**
You must be in a paid status for at least 75% of the school year. There are 183 days in a school year. In order to complete 75% of 183 days, you must be in a paid status for 137 days.

15. **My baby is due during Winter or Spring Break. How will this affect my leave?**
Remember that maternity leave starts the day the baby is born and the six or eight weeks you receive for maternity leave are counted consecutively. You would not be docked sick leave for any time that is not part of your regular work year. If your baby is born during Winter or Spring Break your six or eight weeks will start counting during that time. You would not be charged for any sick leave since Winter and Spring Break are not part of your normal work year.

16. **How do I arrange for a substitute?**
You would need to work in conjunction with your administrator to find a substitute to cover your position while you are out on leave.

17. **What is my responsibility to report absences?**
It is the employee's responsibility to report all absences in SmartFindExpress. The phone number for SmartFindExpress is 925-682-3453. You may work with your office manager if you need assistance in entering your absences.

18. **Does my seniority continue while I am on Family and Medical Leave Act?**
Yes.

For further questions, please call Personnel Services at 925-682-8000, extension 4142, or, feel free to call the MDEA Office at 925-676-4664.

Memorandum of Understanding
between
Mt. Diablo Education Association
and
Mt. Diablo Unified School District

RE. IIST or "Hybrid RSP/IIST" Position Workload Protection Pilot Program

The parties acknowledge that Intervention and Instructional Support Teacher (IIST) positions were implemented without class size/contact limits being established for teachers assigned to either IIST positions or to "Hybrid RSP/IIST" positions

Since RSP caseloads are constantly in flux, teachers assigned to "hybrid RSP/IIST" positions found that their RSP caseloads continued to increase without a proportional decrease in the undefined number of general education IIST students they were serving. As a result, many teachers assigned to "Hybrid RSP/IIST" positions complained that their workloads were unmanageable

To address workload protections for IIST and/or "Hybrid RSP/IIST" teachers, the parties agree to establish a "Pilot Program" for the 2014-15 school year which will be implemented at elementary sites throughout the District as follows:

- For each caseload vacancy below a full-time RSP caseload of 28 students, a teacher assigned to a "Hybrid RSP/IIST" position may serve two (2) IIST students per week. Part time RSP teachers' caseload shall be proportional to their percentage of employment. Their availability to serve additional IIST students shall be based on the same ratio of two IIST students served for each available RSP caseload vacancy based on their percentage of employment.

- "Hybrid RSP/IIST" teachers whose RSP caseloads are reduced to zero may serve up to 56 IIST students per week.

- Each time an RSP student is formally added to a "Hybrid RSP/IIST" teacher's caseload, the number of IIST students who may be served per week shall be reduced by two (2) students

- RSP teachers with a formal caseload of 28 students shall not be required to serve any additional IIST students

(A chart illustrating the parties' agreement in this regard is attached for reference.)

The parties agree this Pilot program shall be implemented at elementary sites only at the beginning of the 2014-15 school year, and shall be reviewed no later than May 1, 2015, for possible alteration/adjustments.

The parties further agree to address workload complaints related to middle and high school teachers' assignment as IIST and/or "Hybrid RSP/IIST" teachers, if any, by May 30, 2015

For the District Date

Gary Moore 9/8/14
For MDEA Date

IIST and/or "Hybrid RSP/IIST Weekly Workload Limit Chart

28 – 0 = 0 (0 X 0 = 0 IIST students)
28 – 27 = 1 (1 x 2 = 2 IIST students)
28 – 26 = 2 (2 X 2 = 4 IIST students)
28 – 25 = 3 (2 X 3 = 6 IIST students)
28 – 24 = 4 (2 X 4 = 8 IIST students)
28 – 23 = 5 (2 X 5 = 10 IIST students)
28 – 22 = 6 (2 X 6 = 12 IIST students)
28 – 21 = 7 (2 X 7 = 14 IIST students)
28 – 20 = 8 (2 X 8 = 16 IIST students)
28 – 19 = 9 (2 X 9 = 18 IIST students)
28 – 18 = 10 (2 X 10 = 20 IIST students)
28 – 17 = 11 (2 X 11 = 22 IIST students)
28 – 16 = 12 (2 X 12 = 24 IIST students)
28 – 15 = 13 (2 X 13 = 26 IIST students)
28 – 14 = 14 (2 X 14 = 28 IIST students)
28 – 13 = 15 (2 X 15 = 30 IIST students)
28 – 12 = 16 (2 X 16 = 32 IIST students)
28 – 11 = 17 (2 X 17 = 34 IIST students)
28 – 10 = 18 (2 X 18 = 36 IIST students)
28 – 9 = 19 (2 X 19= 38 IIST students)
28 – 8 = 20 (2 X 20 = 40 IISST students)
28 – 7 = 21 (2 X 21 = 42 IIST students)
28 – 6 = 22 (2 X 22 = 44 IIST students)
28 – 5 = 23 (2 X 23 = 46 IIST students)
28 – 4 = 24 (2 X 24 = 48 IIST students)
28 – 3 = 25 (2 X 25 = 50 IIST students)
28 – 2 = 26 (2 X 26 = 52 IIST students)
28 – 1 = 27 (2 X 27 = 54 IIST students)
28 – 28 = 0 (2 X 28 = 56 IIST students)

Appendix N

Appendix O
Class Size Maximums for Rooms with Workstations

School Site	Room #	Workstations (class size maximums)
College Park	D-3	30
	D-4	28
	D-7	30
	D-8	28
	D-12	30
	E-2	30
	S-12	28
	S-13	32
	S-14	30
	S-17	28
Concord	602	28
	603	28
	605	29
	606	26
	607	26
	608	31
	717	32
	718	37
	804	30
MDHS	S lab 1	30
	S lab 2	30
	S lab 3	30
	S-1	29
	S-2	29
	S-3	30
	S-4	30
	S-5	30
	S-6	30
	S-7	29
	S-9	30
	S-10	26
	Shop 5	30

Northgate	1	28
	2	28
	3	28
	4	28
	5	28
	6	28
	7	28
	8	28
	9	29

Ygnacio Valley	101	33
	102	33
	104	33
	105	33
	106	33
	107	33
	110	33
	121	32
	122	32

Memorandum of Understanding
between
Mt. Diablo Education Association
and
Mt. Diablo Unified School District
regarding

Special Education Caseload Overage Special Compensation

Mt. Diablo Education Association (MDEA) and Mt. Diablo Unified School District (MDUSD) collectively, the Parties, acknowledge that Special Education teachers must be uniformly compensated for voluntarily agreeing to case manage students above and beyond their maximum caseloads, as identified in Article 6, Sections 6.2 – 6.3.5.

In the event that one or more Special Education teacher vacancies exists, currently employed Special Education teachers assigned to the site where a vacancy exists will be offered the opportunity to provide case management services to students not covered as a result of a vacancy. Special Education teachers are not obligated to case manage students beyond their contractual caseloads. Caseload Overage Special Compensation shall be authorized only by a Special Education manager and the Director of Special Education.

The Parties have mutually agreed to the flat rates listed below for Annual, Special/ 30 Day Review IEPs, Triennial IEPs and monthly Student Case Management, for each duty a Special Education teacher performs for students(s) beyond their contractual caseload.

Should unforeseen additional duties arise which require compensation beyond the established flat rates listed below, hours spent performing such additional duties shall be paid at the Standards Based Intervention pay rate, per Section 14.7.1. Pre-approval for such additional compensation must be obtained through the site administrator in coordination with the Director of Special Education. Special Education teachers may not conduct IEPs for students unless the teacher performing these duties is listed as that student's case manager.

A monthly **Special Education Caseload Overage Special Compensation Timesheet** must be submitted to the Payroll Department. The description and compensation for the work performed should be clearly marked on the time sheet to ensure that records are accurate and reflective of work completed, per the example below.

Rates for the additional case management are as follows:

- Special/ 30 Day Placement IEP = $313.00
- Annual/Other IEPs = $455.28
- Triennial IEPS = $626.01
- Case Management (per student/per month) = $170.73
- Additional Authorization for case management pre-approved by site administrator and Director of Special Education = hours approved x $56.91 per hour = X
- *The hourly rate of $56.91 is based on .0012% of step 1 column 1 of the 2014-15 salary schedule with 2% increase effective February, 2015. Moving forward, this hourly rate will continue to reflect .0012% of step 1 class 1 of any future salary increases.*

Leyla Bensa 2.12.15
For MDUSD Date

2-12-15
For MDUSD Date

Guy Moore 2/12/15
For MDEA Date

2/12/15
For MDEA Date

Appendix P

Appendix Q

Memorandum of Understanding
Between
Mt. Diablo Education Association
And
Mt. Diablo Unified School District
Regarding

Allocating Time on Elementary Early Release Days

Mt. Diablo Education Association (MDEA) and Mt Diablo Unified School District (MDUSD) collectively, the Parties, acknowledge that the implementation of Common Core Curriculum Standards (CCCS) and the revised Common Core-aligned elementary report card have resulted in net workload increases for elementary educators. Teachers need time to effectively and thoughtfully plan as well as collaborate

Beginning with the 2015-16 school year and ongoing thereafter, to help offset the additional time required to compile, organize, duplicate, deliver and assess CCCS-aligned curriculum, and in recognition of the additional time required to report students' progress on the new CCCS-aligned elementary report card, the Parties agree as follows*:

- At elementary sites where a weekly early-release day is in place, the use of one (1) such early-release day per month shall be subject to teachers' professional discretion This time is to be utilized on-site.
- One (1) additional early-release day per month shall be designated for on-site collaboration purposes during which time teachers will work with colleagues on tasks such as CCCS grade level planning, vertical articulation, PLC work, grade level writing assessments, report cards, etc. Activities during collaborative time shall not be assigned or directed by site or District level administration
- The use of the remaining early-release days during each school month shall be at the discretion of individual site Principals In times when no pressing needs are identified, the Parties encourage Principals to provide staff with additional teacher-directed time in order to assist staff in meeting their myriad professional responsibilities.

**In months with only three early release days, one early release day shall be utilized at individual teacher's discretion, and one for teacher collaboration purposes, per the terms of this MOU. The use of the remaining day shall be determined by the Principal.*

**In months with only two early-release days, one early-release day shall be utilized at individual teacher's discretion and the other at the Principal's discretion Since the traditional start of school in late August typically means only one early-release day is scheduled, the use of this day shall be at Principals' discretion.*

**To effect the scheduling of early-release days for use by teachers and Principals, a single annual early release day calendar shall be developed by the end of August each school year for use at all elementary sites. MDEA shall appoint a committee of three (3) elementary teachers who will work collaboratively with the Assistant Superintendent of Elementary Education to ensure that the annual early-release day calendar acknowledges periods of increased workload for staff (report cards, parent/teacher conferences, etc.,) while preserving opportunities for site and/or District-wide staff development/training to take place, if needed.*

Leyla Benoa 2-12-15
For MDUSD Date

Guy Moore 2/12/15
For MDEA Date

Julie Murphy Dater 2/12/15
For DMA Date

Nellie Meyer 2/12/15
Superintendent Date

Appendix Q

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive | Concord, California 94519-1358
(925) 682-8000
www.mdusd.org

(INSERT YEAR) School Year

SITE: _____

DATE: _____

TEACHER: _____

ADMINISTRATOR: _____

Per contractual Agreement, §4.1.2 and §5.2, please indicate your assignment preference for the (INSERT) school year and return to your administrator by **(INSERT DATE)**.

First Choice: _____

Second Choice: _____

_____
Teacher Signature

Collective Bargaining Agreement language
4.1.2: *On or before February 15th of each year, the principal/program administrator shall have requested from each bargaining unit member at a school/program, their preference for assignment for the following year…*

5.2: … Assignment Preference Forms must be distributed to bargaining unit members by administrators no later than February 15th.

Mt. Diablo Unified School District Mileage Chart
(one-way distances)

	Dent Center	Maintenance/Ops	Purchasing/Warehouse	Transportation	Ayers Elem	Bancroft Elem	Bel Air Elem	Cambridge Elem	Clayton Valley High	College Park High	Concord High	Delta View Elementary	Diablo View Middle	Eagle Peak Charter	El Dorado Middle	El Monte Elem	Fair Oaks Elem	Foothill Middle	Glenbrook Middle	Gregory Gardens Elem	Hidden Valley Elem	Highlands Elem	Holbrook Elem	Loma Vista Adult Center	Meadow Homes Elem	Monte Gardens Elem	Mt. Diablo Elem	Mt. Diablo High	Mountain View Elem	Northgate High	Oak Grove Middle	Olympic High	Pine Hollow Middle	Pleasant Hill Ed Center	Pleasant Hill Elem	Pleasant Hill Middle	Rio Vista Elem	Riverview Middle	Sequoia Elem	Sequoia Middle	Shadelands Center	Shore Acres Elem	Silverwood Elem	Strandwood Elem	Sun Terrace Elem	Sunrise School	Valhalla Elem	Valle Verde Elem	Valley View Middle	Walnut Acres Elem	Westwood Elem	Willow Creek Center	Woodside Elem	Wren Avenue Elem	Ygnacio Valley Elem	Ygnacio Valley High
Dent Center		2.9	2.7	2.9	3.4	6.0	5.7	3.8	4.3	4.3	1.2	5.2	6.9	7.3	1.3	2.2	4.9	6.7	2.2	4.0	5.4	5.1	1.8	2.1	2.9	0.2	5.6	2.1	2.4	7.2	4.9	1.5	5.2	6.2	6.7	6.2	4.2	4.8	5.2	5.2	0.3	4.7	2.9	5.5	2.3	0.3	5.1	5.6	4.2	6.9	1.3	4.8	4.5	1.1	4.3	5.0
Maintenance/Ops	2.9		0.2	0.0	5.9	5.1	8.5	2.8	5.8	2.3	3.4	7.6	8.4	6.5	3.7	2.8	3.5	5.6	2.1	2.8	3.1	6.5	3.0	1.9	2.0	3.0	7.0	1.7	4.5	6.4	3.9	1.5	6.6	4.5	5.2	4.5	7.0	7.6	3.8	3.7	3.2	7.5	5.0	3.8	2.7	3.2	3.1	4.7	2.1	5.8	3.8	3.7	4.5	2.3	3.4	4.0
Purchasing/Warehouse	2.7	0.2		0.2	5.7	4.9	8.3	2.6	5.6	2.2	3.2	7.4	8.2	6.3	3.5	2.6	3.3	5.4	1.9	2.6	2.9	6.4	2.8	1.7	1.8	2.8	6.8	1.5	4.3	6.2	3.7	1.4	6.5	4.3	5.0	4.3	6.8	7.4	3.6	3.5	3.0	7.3	4.8	3.9	2.5	3.0	2.8	4.5	2.1	5.7	3.6	3.5	4.3	2.1	3.2	3.8
Transportation	2.9	0.0	0.2		5.9	5.1	8.5	2.8	5.8	2.3	3.4	7.6	8.4	6.5	3.7	2.8	3.5	5.6	2.1	2.8	3.1	6.5	3.0	1.9	2.0	3.0	7.0	1.7	4.5	6.4	3.9	1.5	6.6	4.5	5.2	4.5	7.0	7.6	3.8	3.7	3.2	7.5	5.0	3.8	2.7	3.2	3.1	4.7	2.1	5.8	3.8	3.7	4.5	2.3	3.4	4.0
Ayers Elem	3.4	5.9	5.7	5.9		6.2	4.9	6.6	1.7	7.2	2.2	6.3	3.9	7.2	2.3	3.6	7.5	5.3	5.3	7.0	8.3	2.4	4.9	4.6	5.6	3.4	2.8	5.2	1.6	6.1	5.8	4.6	2.5	8.6	9.0	8.6	7.1	7.4	8.0	8.0	3.1	7.4	1.3	8.1	5.4	3.1	8.1	5.4	7.3	5.8	2.5	7.1	4.7	3.7	6.1	5.3
Bancroft Elem	6.0	5.1	4.9	5.1	6.2		13.1	3.1	5.2	5.0	5.1	8.5	8.5	3.0	4.9	4.2	2.3	2.7	5.8	4.5	7.3	6.0	6.9	4.1	3.5	6.3	6.9	5.4	4.7	3.4	1.3	4.7	6.0	2.9	2.3	2.9	11.7	12.3	3.2	3.2	6.0	12.2	5.2	4.2	7.4	6.0	5.9	2.0	5.0	2.5	4.8	1.9	1.8	5.4	2.1	1.3
Bel Air Elem	5.7	8.5	8.3	8.5	4.9	13.1		9.1	6.8	10.2	5.6	2.5	8.6	14.9	5.7	7.0	10.2	10.2	6.3	10.9	9.5	7.2	6.5	7.3	9.1	5.4	7.7	6.9	5.0	10.9	9.1	6.8	7.3	11.4	12.1	11.4	3.1	2.6	10.6	10.6	5.6	2.9	5.0	10.9	5.7	5.6	10.5	9.2	9.7	10.2	5.7	11.0	8.1	6.4	9.4	8.5
Cambridge Elem	3.8	2.8	2.6	2.8	6.6	3.1	9.1		5.6	3.1	4.2	8.3	8.8	4.3	4.3	3.2	1.2	3.6	3.4	2.6	5.5	6.4	3.6	1.9	1.1	3.9	7.5	2.8	4.9	4.3	1.9	2.5	6.4	2.6	3.2	2.6	9.8	10.3	1.7	1.7	4.1	10.3	5.5	2.4	4.0	4.1	3.9	2.7	3.1	3.9	4.3	1.1	2.5	3.2	1.3	2.0
Clayton Valley High	4.3	5.8	5.6	5.8	1.7	5.2	6.8	5.6		7.1	3.5	8.4	3.6	5.0	3.2	3.4	6.7	4.2	5.7	6.9	8.3	1.2	5.2	4.4	4.7	4.2	2.3	5.1	2.3	5.0	4.8	4.9	1.2	7.4	7.9	7.4	8.7	8.4	7.1	7.1	4.0	8.8	1.6	7.8	5.8	4.0	7.9	4.1	7.1	4.6	3.2	6.0	3.7	4.0	5.0	4.3
College Park High	4.3	2.3	2.2	2.3	7.2	5.0	10.2	3.1	7.1		5.0	9.8	9.7	6.9	5.1	4.1	2.3	6.2	3.8	0.8	2.8	7.9	4.7	3.3	2.5	4.5	8.4	3.4	5.8	7.0	4.5	3.1	7.9	3.2	3.1	3.2	9.2	9.8	2.4	2.4	4.6	9.7	6.4	1.5	4.4	4.6	0.8	5.3	0.0	6.5	5.1	2.9	5.1	3.7	3.9	4.6
Concord High	1.2	3.4	3.2	3.4	2.2	5.1	5.6	4.2	3.5	5.0		5.7	5.3	6.2	0.1	1.5	5.4	5.5	3.1	4.7	6.0	3.9	2.7	2.4	3.4	1.2	4.4	2.8	1.2	6.4	4.5	2.4	4.0	6.5	7.2	6.5	5.1	5.7	5.7	5.6	0.9	5.6	1.7	6.0	3.2	0.9	5.7	4.7	4.9	6.0	0.1	5.2	3.6	1.5	4.7	4.1
Delta View Elementary	5.2	7.6	7.4	7.6	6.3	8.5	2.5	8.3	8.4	9.8	5.7		10.2	13.9	6.2	7.2	10.0	11.4	5.9	10.5	9.1	8.6	6.2	7.0	8.2	5.1	9.6	6.9	6.6	14.9	10.6	6.4	9.2	11.1	11.8	11.1	2.7	2.1	10.3	10.3	5.3	2.5	6.9	10.6	5.4	5.3	10.2	11.5	9.7	13.8	6.2	10.6	10.0	6.1	10.0	10.7
Diablo View Middle	6.9	8.4	8.2	8.4	3.9	8.5	8.6	8.8	3.6	9.7	5.3	10.2		8.1	5.4	6.0	9.9	7.5	8.2	9.6	10.9	2.6	7.8	6.9	7.9	6.5	1.9	7.7	4.8	8.3	8.1	7.3	2.5	10.7	11.1	10.7	11.2	10.8	10.4	10.4	6.2	11.1	4.1	10.7	8.3	6.2	10.6	7.4	9.8	7.8	5.4	9.3	7.0	6.6	8.3	7.6
Eagle Peak Charter	7.3	6.5	6.3	6.5	7.2	3.0	14.9	4.3	5.0	6.9	6.2	13.9	8.1		6.1	5.5	4.9	0.8	8.4	6.1	10.9	5.8	9.2	5.3	4.7	7.3	6.9	8.2	5.9	0.7	3.3	6.0	5.7	4.3	5.0	4.3	13.3	14.4	5.0	5.0	7.3	14.9	7.0	5.9	8.9	7.3	7.4	2.1	6.8	0.8	6.1	3.5	2.7	6.9	3.3	2.2
El Dorado Middle	1.3	3.7	3.5	3.7	2.3	4.9	5.7	4.3	3.2	5.1	0.1	6.2	5.4	6.1		1.4	5.3	5.4	3.2	4.8	6.1	4.0	2.8	2.4	3.3	1.3	4.5	2.9	1.4	6.2	4.4	2.5	4.2	6.6	7.4	6.6	5.2	5.8	5.8	5.8	1.0	5.7	1.8	6.1	3.3	1.0	5.8	4.4	5.0	5.7	0.0	5.0	3.3	1.6	4.6	3.8
El Monte Elem	2.2	2.8	2.6	2.8	3.6	4.2	7.0	3.2	3.4	4.1	1.5	7.2	6.0	5.5	1.4		4.2	4.7	2.9	4.0	5.3	4.2	2.3	1.3	2.3	2.4	4.6	2.0	2.0	5.5	3.7	1.7	4.3	5.6	6.2	6.8	4.7	4.7	2.1	6.7	2.6	5.1	3.1	2.1	5.0	3.8	4.2	5.0	1.4	4.1	2.7	1.8	3.9	3.1				
Fair Oaks Elem	4.9	3.5	3.3	3.5	7.5	2.3	10.2	1.2	6.7	2.3	5.4	10.0	9.9	4.9	5.3	4.2		3.8	4.2	1.9	4.4	7.2	5.0	2.7	2.1	4.8	8.3	3.7	5.8	4.5	2.7	3.4	7.2	1.9	2.4	1.9	9.0	9.6	1.0	1.0	4.9	9.6	6.3	1.7	4.8	4.8	3.2	3.5	2.4	3.6	5.1	0.8	3.3	4.0	2.2	2.8			
Foothill Middle	6.7	5.6	5.4	5.6	5.3	2.7	10.2	3.6	4.2	6.2	5.5	11.4	7.5	0.8	5.4	4.7	3.8		6.5	5.4	7.6	5.1	6.3	4.7	4.0	6.6	6.1	5.6	5.2	1.3	2.5	5.3	5.0	4.6	5.0	4.6	11.2	11.8	4.8	4.8	6.5	11.4	5.7	5.8	6.7	6.5	6.9	1.4	6.1	0.4	5.4	3.3	2.0	6.2	2.7	1.6				
Glenbrook Middle	2.2	2.1	1.9	2.1	5.3	5.8	6.3	3.4	5.7	3.8	3.1	5.9	8.2	8.4	3.2	2.9	4.2	6.5		4.0	4.2	6.5	0.8	2.4	3.2	2.3	6.9	1.2	4.3	9.5	4.9	1.6	6.6	5.6	6.3	5.6	4.9	5.5	4.8	4.8	2.5	5.4	4.8	5.1	0.6	2.5	4.6	6.0	4.2	7.5	3.2	5.1	5.8	2.0	4.6	5.3				
Gregory Gardens Elem	4.0	2.8	2.6	2.8	7.0	4.5	10.9	2.6	6.9	0.8	4.7	10.5	9.6	6.1	4.8	4.0	1.9	5.4	4.0		3.2	7.7	4.3	3.0	2.3	4.2	8.1	3.0	5.6	6.0	3.6	2.8	7.7	2.7	2.6	2.7	9.3	9.9	1.9	1.8	4.3	9.8	6.1	1.0	4.0	4.3	1.5	5.1	0.8	5.2	4.9	2.4	4.9	3.4	3.7	4.3				
Hidden Valley Elem	5.4	3.1	2.9	3.1	8.3	7.3	9.5	5.5	8.3	2.8	6.0	9.1	10.9	10.9	6.1	5.3	4.4	7.6	4.2	3.2		9.6	4.7	4.8	4.2	6.0	10.2	4.4	7.2	9.4	6.2	4.3	9.5	5.3	5.1	5.3	8.0	8.5	4.7	4.7	6.0	8.5	8.3	4.2	4.5	6.0	3.1	6.8	4.2	5.5	8.6	6.7	5.1	6.7	4.8	5.5	6.2				
Highlands Elem	5.1	6.5	6.4	6.5	2.4	6.0	7.2	6.4	1.2	7.9	3.9	8.6	2.6	5.8	4.0	4.2	7.2	5.1	6.5	7.7	9.6		6.1	5.2	5.6	5.0	1.0	5.9	3.1	5.8	5.5	5.5	0.1	8.3	8.7	8.3	9.5	9.2	7.9	7.9	4.8	9.5	2.3	8.6	6.6	4.8	8.8	4.9	8.0	5.3	4.0	6.7	4.5	4.8	5.8	5.1				
Holbrook Elem	1.8	3.0	2.8	3.0	4.9	6.9	6.5	3.6	5.2	4.7	2.7	6.2	7.8	9.2	2.8	2.3	5.0	6.3	0.8	4.3	4.7	6.1		2.5	2.6	1.9	6.5	1.2	3.9	7.1	4.6	1.1	6.1	5.9	6.6	5.9	5.1	5.7	5.0	5.0	2.0	5.6	4.3	4.9	0.9	2.0	4.8	5.4	4.0	6.5	2.8	4.5	4.6	1.2	4.1	4.7				
Loma Vista Adult Center	2.1	1.9	1.7	1.9	4.6	4.1	7.3	1.9	4.4	3.3	2.4	7.0	6.9	5.3	2.4	1.3	2.7	4.7	2.4	3.0	4.8	5.2	2.5		1.0	2.2	5.7	1.5	3.1	5.4	3.0	1.1	5.3	4.3	4.9	4.3	6.0	6.6	3.5	3.4	2.3	6.5	3.6	4.1	2.5	2.3	4.0	3.8	3.2	4.9	2.4	2.8	2.8	1.3	2.4	3.1				
Meadow Homes Elem	2.9	2.0	1.8	2.0	5.6	3.5	9.1	1.1	4.7	2.5	3.4	8.2	7.9	4.7	3.3	2.3	2.1	4.0	3.2	2.3	4.2	5.6	2.6	1.0		3.0	6.6	1.9	4.0	4.8	2.3	1.7	5.5	3.7	4.3	3.7	7.6	8.7	2.8	2.8	3.2	9.1	4.5	3.5	3.1	3.2	3.3	3.1	2.5	4.2	3.3	2.2	2.9	2.3	1.8	2.4				
Monte Gardens Elem	0.2	3.0	2.8	3.0	3.4	6.3	5.4	3.9	4.2	4.5	1.2	5.1	6.5	7.3	1.3	2.4	4.8	6.6	2.3	4.2	6.0	5.0	1.9	2.2	3.0		5.5	2.2	2.4	7.6	5.0	1.6	5.2	6.3	6.9	6.3	4.0	4.5	5.4	5.4	0.4	4.5	2.9	5.2	2.5	0.4	5.2	5.9	4.4	7.2	1.3	4.9	4.8	1.3	4.5	5.3				
Mt. Diablo Elem	5.6	7.0	6.8	7.0	2.8	6.9	7.7	7.5	2.3	8.4	4.4	9.6	1.9	6.9	4.5	4.6	8.3	6.1	6.9	8.1	10.2	1.0	6.5	5.7	6.6	5.5		6.3	3.4	6.6	6.4	5.9	0.9	9.1	9.5	9.1	9.8	9.6	9.0	9.0	5.2	9.9	2.7	9.3	7.0	5.2	9.2	5.8	8.4	6.2	4.3	7.6	5.4	5.2	6.6	5.9				
Mt. Diablo High	2.1	1.7	1.5	1.7	5.2	5.4	6.9	2.8	5.1	3.4	2.8	6.9	7.7	8.2	2.9	2.0	3.7	5.6	1.2	3.0	4.4	5.9	1.2	1.5	1.9	2.2	6.3		3.7	6.3	3.9	0.7	6.0	5.1	5.8	5.1	5.9	6.5	4.2	4.2	2.4	7.4	4.3	4.1	1.4	2.4	4.0	4.7	3.2	5.8	2.9	3.7	4.5	1.5	3.3	4.0				
Mountain View Elem	2.4	4.5	4.3	4.5	1.6	4.7	5.0	4.9	2.3	5.8	1.2	6.6	4.8	5.9	1.4	2.0	5.8	5.2	4.3	5.6	7.2	3.1	3.9	3.1	4.0	2.4	3.4	3.7		6.0	4.2	3.4	3.2	6.9	7.3	6.9	8.0	7.4	6.5	6.5	2.2	7.8	0.8	6.8	4.5	2.2	6.7	4.3	5.9	5.6	1.3	5.4	3.2	2.7	4.4	3.6				
Northgate High	7.2	6.4	6.2	6.4	6.1	3.4	10.9	4.3	5.0	7.0	6.4	14.9	8.3	0.7	6.2	5.5	4.5	1.3	9.5	6.0	9.4	5.8	7.1	5.4	4.8	7.6	6.6	6.3	6.0		3.2	6.1	5.7	5.0	5.5	5.0	11.2	11.8	5.3	5.3	7.3	11.8	5.9	5.8	7.5	7.3	7.3	2.2	6.5	1.4	6.1	4.1	3.0	7.0	3.4	2.3				
Oak Grove Middle	4.9	3.9	3.7	3.9	5.8	1.3	9.1	1.9	4.8	4.5	4.5	10.6	8.1	3.3	4.4	3.7	2.7	2.5	4.9	3.6	6.2	5.5	4.6	3.0	2.3	5.0	6.4	3.9	4.2	3.2		3.6	5.6	2.7	3.2	2.7	9.5	10.6	2.7	2.7	5.2	10.9	4.8	3.4	5.0	5.2	4.9	1.6	4.1	2.8	4.4	1.6	1.4	4.3	1.0	0.9				
Olympic High	1.5	1.5	1.4	1.5	4.6	4.7	6.8	2.5	4.9	3.1	2.4	6.4	7.3	6.0	2.5	1.7	3.4	5.3	1.6	2.8	4.3	5.5	1.1	1.1	1.7	1.6	5.9	0.7	3.4	6.1	3.6		5.8	4.9	5.6	4.9	5.3	5.9	4.1	4.1	1.7	5.8	4.1	3.9	1.7	1.7	3.8	4.5	3.0	5.6	2.3	3.5	4.3	0.8	3.1	3.8				
Pine Hollow Middle	5.2	6.6	6.5	6.6	2.5	6.0	7.3	6.4	1.2	7.9	4.0	9.2	2.5	5.7	4.2	4.3	7.2	5.0	6.6	7.7	9.5	0.1	6.1	5.3	5.5	5.2	0.9	6.0	3.2	5.7	5.6	5.8		8.2	8.7	8.2	9.6	9.3	8.0	8.0	4.9	9.7	2.5	8.6	6.7	4.9	8.7	4.9	7.9	5.4	4.1	6.8	4.5	5.0	5.8	5.1				
Pleasant Hill Ed Center	6.2	4.5	4.3	4.5	8.6	2.9	11.4	2.6	7.4	3.2	6.5	11.1	10.7	4.3	6.6	5.6	1.9	4.6	5.6	2.7	5.3	8.3	5.9	4.3	3.7	6.3	9.1	5.1	6.9	5.0	2.7	4.9	8.2		1.0	0.0	10.2	10.8	0.8	0.9	6.4	10.7	7.6	1.5	5.9	6.4	3.6	4.4	3.2	4.1	6.7	2.4	4.2	5.5	3.7	3.7				
Pleasant Hill Elem	6.7	5.2	5.0	5.2	9.0	2.3	12.1	3.2	7.9	3.1	7.2	11.8	11.1	5.0	7.4	6.2	2.4	5.0	6.3	2.6	5.1	8.7	6.6	4.9	4.3	6.9	9.5	5.8	7.3	5.5	3.2	5.6	8.7	1.0		1.0	11.2	12.2	1.4	1.4	7.0	11.4	8.1	1.6	7.0	7.0	2.8	4.8	3.0	4.7	7.3	3.0	4.7	6.1	4.4	4.1				
Pleasant Hill Middle	6.2	4.5	4.3	4.5	8.6	2.9	11.4	2.6	7.4	3.2	6.5	11.1	10.7	4.3	6.6	5.6	1.9	4.6	5.6	2.7	5.3	8.3	5.9	4.3	3.7	6.3	9.1	5.1	6.9	5.0	2.7	4.9	8.2	0.0	1.0		10.2	10.8	0.8	0.9	6.4	10.7	7.6	1.5	5.9	6.4	3.6	4.4	3.2	4.1	6.7	2.4	4.2	5.5	3.7	3.7				
Rio Vista Elem	4.2	7.0	6.8	7.0	7.1	11.7	3.1	9.8	8.7	9.2	5.1	2.7	11.2	13.3	5.2	6.2	9.0	11.2	4.9	9.3	8.0	9.5	5.1	6.0	7.6	4.0	9.8	5.9	8.0	11.2	9.5	5.3	9.6	10.2	11.2	10.2		0.6	9.2	9.2	4.3	0.5	6.8	9.6	4.3	4.3	9.1	9.6	8.8	10.7	5.2	9.6	8.8	5.0	9.1	9.7				
Riverview Middle	4.8	7.6	7.4	7.6	7.4	12.3	2.6	10.3	8.4	9.8	5.7	2.1	10.8	14.4	5.8	6.8	9.6	11.8	5.5	9.9	8.5	9.2	5.7	6.6	8.7	4.5	9.6	6.5	7.4	11.8	10.6	5.9	9.3	10.8	12.2	10.8	0.6		9.8	9.8	4.9	0.4	7.2	10.6	5.5	4.9	9.7	10.2	8.9	11.3	5.6	10.2	10.8				
Sequoia Elem	5.2	3.8	3.6	3.8	8.0	3.2	10.6	1.7	7.1	2.4	5.7	10.3	10.4	5.0	5.8	4.7	1.0	4.8	4.8	1.9	4.7	7.9	5.0	3.5	2.8	5.4	9.0	4.2	6.5	5.3	2.7	4.1	8.0	0.8	1.4	0.8	9.2	9.8		0.0	5.3	9.9	7.0	0.9	5.1	5.3	2.9	4.2	2.4	4.7	5.8	1.6	4.1	4.4	2.9	3.5				
Sequoia Middle	5.2	3.7	3.5	3.7	8.0	3.2	10.6	1.7	7.1	2.4	5.6	10.3	10.4	5.0	5.8	4.7	1.0	4.8	4.8	1.8	4.7	7.9	5.0	3.4	2.8	5.4	9.0	4.2	6.5	5.3	2.7	4.1	8.0	0.9	1.4	0.9	9.2	9.8	0.0		5.3	9.9	7.0	0.9	5.1	5.3	2.9	4.2	2.3	4.6	5.8	1.5	4.0	4.4	2.8	3.5				
Shadelands Center	0.3	3.2	3.0	3.2	3.1	6.0	5.6	4.1	4.0	4.6	0.9	5.3	6.2	7.3	1.0	2.1	4.9	6.5	2.5	4.3	6.0	4.8	2.0	2.3	3.2	0.4	5.2	2.4	2.2	7.3	5.2	1.7	4.9	6.4	7.0	6.4	4.3	4.9	5.3	5.3		4.8	2.6	5.4	2.6	0.0	5.3	5.7	4.5	6.9	1.0	5.0	4.6	1.0	4.6	5.0				
Shore Acres Elem	4.7	7.5	7.3	7.5	7.4	12.2	2.9	10.3	8.8	9.7	5.6	2.5	11.1	14.9	5.7	6.7	9.6	11.4	5.4	9.8	8.5	9.5	5.6	6.5	9.1	4.5	9.9	7.4	7.8	11.8	10.9	5.8	9.7	10.7	11.4	10.7	0.5	0.4	9.9	9.9	4.8		7.5	10.1	4.9	4.8	9.7	10.9	8.9	11.2	5.7	10.1	9.3	5.5	9.6	10.2				
Silverwood Elem	2.9	5.0	4.8	5.0	1.3	5.2	5.0	5.5	1.6	6.4	1.7	6.9	4.1	7.0	1.8	2.6	6.3	5.7	4.8	6.1	8.3	2.3	4.3	3.6	4.5	2.9	2.7	4.3	0.8	5.9	4.8	4.1	2.5	7.6	8.1	7.6	6.8	7.2	7.0	7.0	2.6	7.5		7.3	5.0	2.6	7.3	4.8	6.5	5.5	1.8	6.0	3.7	3.3	5.0	4.1				
Strandwood Elem	5.5	3.8	3.9	3.8	8.1	4.2	10.9	2.4	7.8	1.5	6.0	10.6	10.7	5.9	6.1	5.1	1.7	5.8	5.1	1.0	4.2	8.6	4.9	4.1	3.5	5.2	9.3	4.1	6.8	5.8	3.4	3.9	8.6	1.5	1.6	1.5	9.6	10.6	0.9	0.9	5.4	10.1	7.3		5.1	5.4	1.7	4.9	1.6	5.6	5.9	2.2	4.7	4.5	3.6	4.2				
Sun Terrace Elem	2.3	2.7	2.5	2.7	5.4	7.4	5.7	4.0	5.8	4.4	3.2	5.4	8.3	8.9	3.3	3.1	4.8