

ARTICLE 1

Agreement – General Terms

1.1. Agreement

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

1.2. General Definitions

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

- 1.2.1 "Daily rate" or "daily rate of pay" means the unit member's annual salary divided by the number of days of required service during the year under the terms of this Agreement.
- 1.2.2 "Day" means a calendar day.
- 1.2.3 "Immediate family" means husband or wife, mother or father, sister or brother, son or daughter, son-in-law or daughter-in-law, brother-in-law or sister-in-law of the employee or the employee's spouse; grandchild of the employee or of the employee's spouse; grandmother or grandfather of the employee or of the employee's spouse; uncle or aunt of the employee or of the employee's spouse; niece or nephew of the employee or of the employee's spouse; or any resident of the immediate household.
- 1.2.4 "Unit member" means any employee covered by this Agreement. However, reference will be made to specific unit members; i.e., teachers, librarians, nurses, etc., as the context requires.
- 1.2.5 "Work day" means a day when the administrative offices of the District Office are open for business.

1.3. Recognition

- 1.3.1 Pursuant to Chapter 10.7 (commencing with §3540) of the Government Code, the District recognizes the Association as the exclusive representative of the teachers' unit.
- 1.3.2 The teachers' unit includes the following employees:

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

- 1.3.3.1. Audiologists
- 1.3.3.2. Classroom Teachers
- 1.3.3.3. Library Media Teachers
- 1.3.3.4. Nurses
- 1.3.3.5. Peer Coaches
- 1.3.3.6. Program Enrichment Personnel
- 1.3.3.7. Reading Specialists
- 1.3.3.8. Resource Specialists
- 1.3.3.9. Speech Therapists
- 1.3.3.10. Teachers in Special Education Programs
- 1.3.3.11. Teachers on Special Assignment
- 1.3.3.12. Traveling Teachers
- 1.3.3.13. Work Experience Education Staff

1.4. 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 Employment 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, 2010.

1.8 Successor Negotiations

1.8.1 Successor Negotiation – The Association and the District shall present proposals for a Successor Agreement no later than March 6, 2010.

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

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

1.9.2 The District will distribute the Agreement to all administrators.