

Mt. Diablo Education Association  
Initial Proposal (Draft)  
(2007-10 Successor Agreement)  
with  
Mt. Diablo Unified School District

Article 1 – (Agreement – General Terms) – Update relevant dates to reflect successor contract agreement.

1.3.3.14 – (New) Counselors funded through state grants for supplemental counseling

Article 2 – (Organizational Security) - Status quo

Article 3 – (Grievance) - Status Quo

Article 4 – (Assignment/Reassignment)

4.1.5.1 (New) There may be circumstances which result in the District’s reassigning a general education teacher from his/her tentative assignment after the first teacher workday. If such a reassignment occurs, the unit member shall receive, upon request, up to two (2) days free of responsibility for students prior to the assumption of the new assignment and, should such reassignment require that the affected teacher move his/her classroom, assistance in moving teaching supplies and materials within the limitations of the District personnel and equipment.

4.1.5.2 (New) Upon request, a unit member may forego the two (2) days provided in section 4.1.5.1 above, and instead utilize his/her own time to prepare for the new assignment and/or move teaching supplies and materials to his/her new classroom. In such a case, the unit member shall be compensated for up two (2) days (up to 8 hours per day) spent in such activities at the “Certificated Hourly Rate” set forth in section 14.7.1 of this Agreement. The unit member shall be responsible for documenting his/her time and submitting such documentation to the Assistant Superintendent/Personnel/designee prior to receiving this hourly compensation.

Article 5 – (Transfer)

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

5.10.1 Change “Librarians” to Library Media Teachers

5.4.7 Unit members will be considered for vacancies which occur after the final posting on June 1, provided they complete and file in the Personnel Services a Voluntary Transfer Interest Form no later than ~~June 17~~. the last work day of the school year. Unit members shall identify special interest in subject area(s) and/or elementary grade span and school or site on the District provided form.

## Article 6 – (Class Size)

\*The Association has in interested in memorializing a staffing formula for elementary music prep providers and elementary library media teachers that ensures an equitable class size and workload for teachers so assigned.

~~6.1.3 The District will attempt in the general elementary program to keep combination classes (2 or more grades) from reaching the maximum class size~~

6.1.3 The District will limit combination classes in the general elementary program (2 or more grades) to critical class size.

6.1.3.10 A student assigned to a Special Day Class at a K-5 school, but who is integrated into a general education class, including elementary music prep and library classes, for at least one-third of the school day, shall be counted as two (2) students in that general education class for purposes of equalizing unit member load. Secondary schools shall receive additional staffing based on the District integrated count formula.

## Article 7 – (Work Year)

7.1.5.1 Regarding activities on the third pre-service day, the principal shall make every effort to make formal staff meeting as efficient as possible in order to maximize the amount of time unit members may work in their classrooms on individual planning or preparation. Formal staff meetings shall be held in the morning and shall not exceed ~~three and one half (3½)~~ two (2) hours in length on this pre-service day.

## Article 8 – (Job Sharing) - Status quo

## Article 9 – (Hours)

9.1.1 Unit members shall report to their work site thirty (30) minutes before regular classes begin and shall remain at their work site in accord with the following minimum daily requirement: inclusive of a thirty (30) minute duty free lunch.

9.2.1.1 ~~Site meetings of reasonable length~~ Site meetings: which shall not extend the site duty day by more than one (1) hour, and shall be limited to two (2) per month. Site Principals may, at their option, schedule up to two (2) additional meetings per month, which shall not increase the site duty day by more than one (1) hour. Staff members who attend these additional meeting(s) shall be paid a pro rata of \$30.00 per hour, computed in one quarter (1/4) hour increments, for time spent in these additional meetings after their site duty day has ended. Scheduling of these additional meetings shall be done as far in advance as possible, but under no circumstances with less than forty-eight (48) hours notice. The rate in this section shall be increased annually by the same percentage of increase as applied to the certificated salary schedule.

9.2.2 Such duties may not be assigned on Saturdays or Sundays or in the evening except as described in §9.3. Evening shall be defined as after 5:00 P.M.

9.3.3 Evening assignment for College Night/Freshman Orientation shall be reimbursed at the rate of twenty-five (\$25.00) per ~~event~~ hour. The rate in this section shall be increased annually by the same percentage of increase as applied to the certificated salary schedule.

9.3.5 (New) Evening performances for elementary music (choral/instrumental) may be substituted for music teachers' attendance at back to school and/or open house.

9.8.2.2 A teacher shall receive pay when he/she covers a class. For a regular secondary period, he/she shall be paid ~~\$22.00~~ \$33.00 per period. For a secondary block schedule period, he/she shall be paid ~~\$44.00~~ \$66.00 per block period. For an elementary teacher he/she shall be paid a pro rata of ~~\$22.00~~ \$33.00 per hour. The rates in this section shall be increased annually by the same percentage of increase as applied to the certificated salary schedule.

9.8.2.3 (New) Full time teachers at the secondary level who agree to instruct students on an annual or semi-annual basis during their preparation time shall be paid 120% of their salary, regardless of the number of instructional periods at the school site.

9.8.3.2 Each affected teacher shall receive an allocation of money equal to the maximum District substitute daily rate divided by the number of affected teachers, prorated on a half or full day basis, per current practice.

9.8.7 The District shall make an effort to find qualified substitutes for elementary preparation teachers. If no substitute can be obtained, elementary teachers who lose their weekly prep time, shall be paid a pro rata of \$33.00 per hour. Teachers who lose their weekly prep time, due to conflicting holiday(s) shall either be provided equivalent time free of responsibility for students during the same school week, or be compensated for the lost prep time at a pro rata of \$33.00 per hour. The rate in this section shall be increased annually by the same percentage of increase as applied to the certificated salary schedule.

Article 10 – (Safety) - Status quo

Article 11 – (Evaluation)

11.8.2.2.1 To facilitate this work, each members of the team shall be granted two (2) substitute release days over the course of the year. ~~The cost of this provision shall be incorporated into the salary formula. This cost of this provision shall be incorporated in the funding for staff development provided under Title II.~~

11.8.6 ~~Suspension of Collaborative Option: The parties agree that the Collaborative Option is dependent upon a compensation agreement that no longer exists (Section 11.8.2.2.1). Therefore, implementation of this option is suspended (i.e., Section 11.8 through and including 11.9.2) until such time as the parties may mutually agree to extend it.~~

Article 12 – (Beginning Teacher Support)

12.4.17 Eligible teachers participating in the Program shall be required to spend up to five (5) hours per year beyond their regular workday for purposes of completing their formative portfolio. These hours shall be compensated at the non-instructional rate of ~~[currently \$20.00 per hour.]~~ \$30.00 per hour. The rate in this section shall be increased annually by the same percentage of increase as applied to the certificated salary schedule.

Article 13 – (Peer Assistance and Review)

13.2.1 The PAR Program shall be governed by the PAR Panel composed of four District members and ~~four~~ five MDEA members. No Panel member shall have supervisory capacity over teachers who are referred to or volunteer for the PAR Program, or who serve on the PAR Panel. Decisions shall be made by consensus where possible. Should

a vote be required, action must be taken on an affirmative vote of at least five (5) members.

- 13.2.3 A Panel member shall ~~neither participate in discussion nor vote on any~~ not be present for, discuss, nor vote on any matter in which he/she has a professional or personal conflict of interest. If necessary, determination of whether a conflict exists which justifies abstention from discussion or voting shall be subject to Section 13.2.1 above.

#### Article 14 - (Salary)

##### 14.1 – Increase

\*The Association has an interest in achieving a salary increase which, when combined with amounts the District contributes off-schedule toward employee medical benefits over the term of the agreement, brings MDUSD's teachers' compensation to the average compensation provided teachers for unified school districts in Alameda and Contra Costa Counties.

- 14.7.1.1 Unit members who are authorized to receive extra compensation on an hourly basis for work in addition to their regular assignment (~~i.e., such as but not limited to~~ summers, weekends, non work days and evenings) shall receive ~~twenty (\$20.00)~~ thirty dollars (\$30.00) per hour for each additional hour computed to the nearest quarter hour. The rate in this section shall be increased annually by the same percentage of increase as applied to the certificated salary schedule.
- 14.7.2.1 Unit members who are authorized to receive extra compensation on an hourly basis for work in addition to their regular assignment as Summer School Teachers shall receive ~~twenty-five (\$25.00)~~ thirty-seven dollars fifty cents (\$37.50) per hour for each additional hour computed to the nearest quarter hour. ~~for the 2006 Summer School Session.~~ The rate in this section shall be increased annually by the same percentage of increase as applied to the certificated salary schedule.
- 14.9.1 Effective with the fall of ~~2000~~ 2007, 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 ~~twenty-five dollars (\$25.00)~~ thirty-seven fifty dollars fifty cents (\$37.50) per hour for each additional hour computed to the nearest quarter hour. The rate in this section shall be increased annually by the same percentage of increase as applied to the certificated salary schedule.

#### Article 15 – (Payment For Nonteaching Duties)

- 15.1.1 At the high school, middle and elementary school levels the District will pay ~~twenty five dollars (\$25.00) per unit member~~ thirty dollars (\$30.00) per hour to unit members assigned for activity supervision including but not limited to the following: (Include rest of language as per current contract) The rate in this section shall be increased annually by the same percentage of increase as applied to the certificated salary schedule.
- 15.2.1 Unit members participating in District-approved outdoor/environmental education programs shall earn one-half day of compensatory time for each night spent in residence during the program. Such compensatory time shall be available for unit members to use at their discretion during the school year, except that it may not be used during the last week of school. Unit members who participate in District-mandated activities which result in their return to school after the end of site time shall be compensated at the

hourly rate of \$30.00 per hour. The rate in this section shall be increased annually by the same percentage of increase as applied to the certificated salary schedule.

#### Article 16 – (Employee Benefits)

The Association has an interest in negotiating an incremental return to employer paid off-schedule medical benefits which, when combined with additional amounts the District contributes toward salaries over the term of the agreement, brings MDUSD's teachers' compensation to the average compensation provided teachers for unified school districts in Alameda and Contra Costa Counties.

#### Article 17 – (Property Damage) – Status Quo

#### Article 18 – (Travel) – Status quo

#### Article 19 – (Leaves of Absence)

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 unit member shall receive the difference between his/her own salary and the amount which is or would have been paid to a substitute at the lowest district substitute rate, had one been employed, up to a total of five (5) school months.

#### 19.11. Association Business

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.~~ The Association President, at his/her discretion, may release unit members up to a maximum of one-hundred (100) days during the school year for Association related business. The Association shall reimburse the District for any days used under this section at the lowest district substitute rate.

#### 19.12.1 Association President/Vice President Leave

The Board shall grant, upon request, a paid leave to the President and/or Vice President of the Association during his/her term of office. The Association shall reimburse the District for the actual amount of the President's and/or Vice President's dental and vision benefits and the total salary and fixed costs of a Class 1, Step 1 teacher including State Teachers' Retirement System contributions.

19.12.3 Upon completion of his/her term of office, the MDEA President and/or Vice President shall be offered an assignment at his/her previous work site provided that the assignment has 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 Vice President may decline this option and exercise involuntary transfer return right (pursuant to Article 5, Transfer) by selecting from the vacancy list prior to the first posting.

Article 20 – (Special Education) – Status quo

Article 21 – (Teachers on Special Assignment) Status quo

Article 22 – (Retirement Plans & Retiree Health/Dental Benefits)

22.7.1 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 retiree reaches (or would have reached) age sixty-five (65), whichever comes first. This benefit is available upon retirement of the employee, provided such retirement occurs no later than the end of the fiscal year (July 1 to June 30) in which the employee reaches age ~~sixty (60)~~ sixty two (62). Furthermore, to qualify the employee must submit his/her retirement letter to the District on or before the second Friday in April. The employee must complete the appropriate applications in the Risk Management Department at least thirty (30) days prior to their retirement date in order for reimbursement of medical benefits to begin immediately upon retirement.

Article 23 – (Personnel Files) Status quo

Article 24 – (Effects of Layoff) - Status quo

Article 25 – (Professional Development ~~Academy~~ Advisory Committee)

~~25.1 The parties shall implement the MDEA-District Professional Development Academy consistent with the joint grant application of November, 1996.~~

~~25.2 In general terms, the grant application provided that the parties shall co-develop and co-present professional development experiences which shall be recognized for advancement on the Salary Schedule.~~

~~25.3~~

25.1 The “~~Academy~~” “Professional Development Advisory Committee” shall offer professional growth opportunities to unit members so they might assume responsibility for their own professional development and be consistent with the district’s goals for student outcomes.

~~25.4~~

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

25.2.1 For purposes of certification of unit members as Highly Qualified under ESEA, the Professional Development Advisory Committee will establish acceptable activities and experience to count toward HOUSSE certification.

~~25.5~~

25.3 Credit for salary schedule movement shall be on increments of ½ or full units. To qualify for a ½ unit of credit the professional growth activity must consist of 7 ½ hours of actual classroom attendance. A full unit must consist of 15 hours of actual classroom attendance.

~~25.6~~ Advisory Board Membership

~~25.4~~ Professional Development Advisory Committee Membership

~~25.6.1~~

~~25.4.1~~ The ~~Advisory Board~~ Professional Development Advisory Committee shall be composed of four (4) MDEA representatives – one from each level (elementary, middle school and high school) and ~~the Chair of MDEA's Instruction and Professional Development Chairperson, the MDEA Professional Development Advisory Committee.~~ The district shall appoint four (4) representatives to the ~~Advisory Board~~ Committee, one of ~~which~~ whom shall be the Director of Curriculum and Instruction.

~~25.6.1.1~~

~~25.4.2~~ The Professional Development Advisory Committee ~~Advisory Board~~ shall select its own chair.

~~25.6.1.2~~

~~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 five (5) members.

~~25.6.2~~

~~25.5~~ Purpose of the Board Committee

~~25.5.1~~ To approve professional development for advancement on the salary schedule.

~~25.6.2.2~~ ~~To solicit from participatory instructors and participants feedback regarding Academy programs.~~

Article 26 – (Summer School) – Status quo

Article 27 – (Delete)

Article ~~28~~ 27 – (Discipline Short of Dismissal) – Status quo

Article ~~29~~ 28 – (Faculty Advisory Council/Faculty Senate) – Status quo

Article ~~30~~ 29 – (Academic Freedom) – Status quo