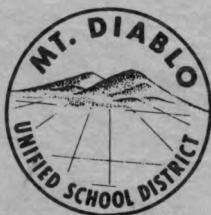


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CONTRACTUAL AGREEMENT

JULY 1, 1979 through JUNE 30, 1982



between

MT. DIABLO UNIFIED SCHOOL DISTRICT

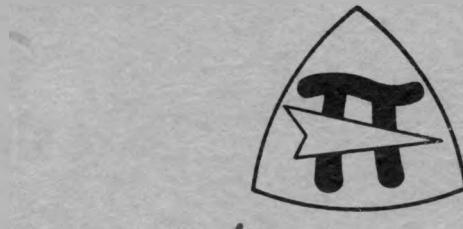
and

MDEA/CTA/NEA

Mt. Diablo Education Association

California Teachers Association

National Education Association



X-6/82

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ARTICLE I AGREEMENT

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 Educational Association (hereafter ASSOCIATION) has been reached through "meeting and negotiating" as defined by Section 3540.1(h) of the Government Code.

ARTICLE II RECOGNITION

2. Recognition

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.

ARTICLE III COVERAGE

3. Unit Described

The teachers' unit includes the following employees:

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

- Librarians
- Nurses
- Classroom Teachers
- Resource Teachers
- Speech Therapists
- Traveling Teachers
- Teachers on Special Assignment
- Counselors
- Reading Specialists
- Teachers in Special Education Programs
- Work Experience Education Staff

4. Coverage

This Agreement applies exclusively to all employees in the teachers' unit.

ARTICLE IV

DEFINITIONS

5. General Definitions

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

- a. "Daily rate" or "daily rate of pay" means the teacher's annual salary divided by the number of days of required service during the year under the terms of this Agreement.
- b. "Day" means a calendar day.
- c. "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 and 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.
- d. "Teacher" means any employee covered by this Agreement, except as the context otherwise requires.
- e. "Work day" means a day when the administrative offices of the District Office are open for business.

ARTICLE V

GRIEVANCE PROCEDURE

6. Grievance Definitions

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

- a. "Grievance" means a complaint of one or more teachers that they have been adversely affected by a violation, misapplication or misinterpretation of this agreement.
- b. "Grievant" means the teacher or teachers filing the grievance. The Association may be the grievant on alleged violations of Recognition, Grievance Procedure, Organizational Security and Savings.
- c. "Immediate supervisor" means the person designated in the Statement of Duties and Responsibilities of Certificated Personnel.

7. Time Limits

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 1, 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.

8. Service

Decisions and appeals shall be served by personal service or by mail. If served by mail, two 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.

9. Presentation

A teacher or his/her representative, or both, may present a grievance while on duty. No teacher shall suffer loss of compensation for time spent as a grievant, representative, or witness. On all grievances no more than four may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the District. That approval shall not be unreasonably withheld. Any step of the procedure may be waived by the parties. A grievance may be withdrawn at any step.

10. Representation

- a. The grievant may be represented by the Association or any eligible representative of his/her own choosing, whether or not that representative is a teacher, at any formal step of this procedure prior to arbitration.
- b. If the grievant is represented by other than the Association, the Association retains the right to be present at any formal step of the procedure.
- c. When the grievant is not represented by 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.

11. Informal Discussion

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.

12. Formal Grievance -- Step 1 (Immediate Supervisor)

- a. 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 teacher might reasonably have been expected to know of the act or stated condition which is the basis of the teacher's complaint. If the immediate supervisor determines that the grievance concerns a matter beyond his/her authority, he/she shall refer the grievance to Step 2 within five (5) work days of receipt of the grievance.
- b. A formal grievance shall be initiated in writing on a form prescribed by the District and approved by the Association 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 provisions of the Agreement alleged to be violated, the circumstances of the Agreement and the signature of the grievant(s).
- c. Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant and his/her representative. If the grievant is not represented by the Association a copy shall be sent to the Association.

13. Formal Grievance -- Step 2 (Superintendent)

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision in writing within ten (10) work days to the Superintendent.
- b. The Superintendent or his/her designee shall investigate the grievance as fully as he/she deems necessary, and shall provide for a conference with the grievant, who shall continue to have his/her right of representation. The Superintendent or his/her 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 his/her view of the facts and his/her 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.

14. Formal Grievance – Step 3 (Arbitration)

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

- a. The grievant is not satisfied with the disposition of the grievance at Step 2 or
- b. 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 his/her designee. 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 Conciliation Service with a request that a list of arbitrators be submitted.

15. Modification

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

16. Cost

The cost of the arbitrator shall be shared equally by the parties.

17. Selection

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.

18. Time of Award

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.

19. Recording the Hearing

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.

20. No Reprisals

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 VI TEACHING HOURS

21. Site Time

Teachers shall report to their work site thirty (30) minutes before regular classes begin and shall remain at their work site fifteen (15) minutes after regular classes end.

22. Additional Duties

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

Staff meetings of reasonable length
Parent Student Conferences
IEP
EAS/SAT

Such duties may not be assigned on Saturdays or Sundays or in the evening except as described in Section 23.

23. Evening

- a. Teachers may be assigned the following evening activities without additional compensation:
 - (1) Back-to-School; once per year.
 - (2) Open House; once per year.
- b. Evening assignments for College Night/Freshman Orientation shall be reimbursed at the rate of \$16.50 per event.
- c. Scheduling of such evening duties shall be done as far in advance as possible but under no circumstances less than 48 hours notice.

24. Equalized Workload

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

25. Faculty Meeting Agenda

An Agenda for faculty meetings shall be provided to teachers at least one day before each scheduled meeting insofar as practical. Teachers will be permitted to place items on the agenda of such a meeting.

26. Lunch Period

All teachers shall be entitled to a duty free, uninterrupted lunch period of at least 30 minutes.

27. Relief Periods

- a. On regular school days (not modified or minimum) at that worksite teachers in grades 1-3 shall be entitled to three relief periods of at least ten (10) minutes each, per day, at least two of which shall be duty free. Schools which do not have a slip schedule shall give two such relief periods, one of which shall be duty free.
- b. For grades 4, 5 and 6 relief periods of at least ten (10) minutes shall be provided to assure that, insofar as practical, no teacher shall be required to work with children for more than two (2) hours consecutively.

ARTICLE VII

PAYMENT FOR NONTEACHING DUTIES

28. Activity Supervision

At the high school, intermediate and elementary school levels, the District will pay \$16.50 per person assigned for activity supervision including but not limited to the following:

High School

- a. Athletic Events
- b. Dances
- c. Music Presentations
- d. Drama Presentations

Intermediate School

- e. Dances
- f. Music Presentations
- g. Carnivals/Fairs

Elementary School

- h. Carnivals/Fairs
- i. Music Presentations

Payment for such assignments will be limited to a maximum number per year of 200 assignments per high school, 24 assignments per intermediate school and 8 assignments per elementary school. The persons assigned shall be selected by the principal from among volunteers.

29. Outdoor Education Programs

- a. Teachers 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 teachers to use at their discretion during the school year except that it may not be used during the last week of the school year. The compensatory time may be carried over to the school year following the year in which it was earned by written mutual agreement between the teacher and the school principal.
- b. A teacher who does not attend camp and does not voluntarily exchange assignments with another teacher at his site shall not be required to substitute for absent teachers nor to perform duties away from his classroom during the time that his/her students are participating in the outdoor education program, other than to take responsibility for students remaining at school because they are not participating in the outdoor education program, and other responsibilities regularly assignable.

ARTICLE VIII
LEAVES OF ABSENCE

30. Types of Leaves

Leaves of absence provided in this contract shall fall into the following categories:

- a. Leaves of absence with pay and District-paid fringe benefits. The following leaves of absence with pay are provided:
 - (1) Sick Leave
 - (2) Industrial Illness or Accident
 - (3) Bereavement
 - (4) Personal Necessity
 - (5) Jury Duty
 - (6) Court Appearance
 - (7) Personal Business

- (8) Paid Military
- (9) Sabbatical
- (10) Association Business

b. Leaves of absence without pay in which the certificated employee retains paid fringe benefits only until the end of a pay period, depending on when the leave is to commence. If the leave is to commence before the 15th of the calendar month, paid fringe benefits continue to the end of that calendar month. If the leave is to commence on or after the 15th of the calendar month the paid fringe benefits continue until the end of the succeeding month. A teacher may elect to continue fringe benefit coverage while on unpaid leave as provided in Article XVII, Section 96. of this Agreement. The following leaves of absence without pay are provided.

- (1) Improvement of Health
- (2) Educational Improvement
- (3) Opportunity
- (4) Maternity
- (5) Parental
- (6) Political
- (7) Religious Observance
- (8) General
- (9) Pre-Retirement

31. General Policies Governing Leaves of Absence

- a. No leave will be considered an interruption in continuity of service.
- b. Any teacher on Maternity Leave, Religious Observance Leave or any paid leave except Sabbatical Leave 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, then to a similar assignment at the same school.
- c. Teachers returning from Parental Leave or Improvement of Health Leave at the commencement of the succeeding year shall be returned to the same school and to the same or similar assignment.
- d. Teachers returning from Parental Leave or Improvement of Health Leave of one (1) year or longer or other leaves of one (1) semester or more or any leaves which begin in the preceding school year and end after the commencement of the next school year except as provided in (b) above, shall be returned to the same assignment held immediately preceding the leave if it still exists and has not been filled by a permanent or probationary teacher, or to a similar assignment at the same school if one is available.

- e. Teachers on or returning from leave are subject to the Transfer procedure as contained in this Agreement.
- f. Requests for leave must be submitted to the Assistant Superintendent Administrative and Personnel Services, in writing giving the type of leave requested, the specific date it is to begin and the return date.
- g. Any forms used for requesting or reporting leaves must be mutually agreed upon by the District and the Association.
- h. A one (1) year unpaid leave shall be extended for a second year provided that the Assistant Superintendent, Administrative and Personnel Services, receives a request to extend the leave for a full second year no later than April 15, of the school year preceding that for which the extension is sought. With agreement of the Assistant Superintendent, Administrative and Personnel Services, an employee may be granted a leave extension requested after April 15.
- i. An employee must have worked at least a full school year between a leave which has been extended and a second leave before an extension of the second leave must be granted.
- j. An employee need not be granted an Improvement of Health, Educational Improvement, Opportunity, or Parental Leave if that employee 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 teacher shall be so informed in writing of the denial and the reason therefore within one (1) week from the date of receipt of the request.
- k. 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 teacher's work year. The daily rate of pay so determined shall be deducted for each working day (days the teacher is required to be on duty) that the teacher is absent from duty.
- l. When a leave is granted, the recipient has a contractual obligation to the District to utilize the leave period for the purpose specified.
- m. Retirement credit shall not be earned for any leave of absence without pay. The teacher on leave of absence with pay shall earn retirement credit in accordance with the Education Code.

- n. With agreement of the District an employee may return from leave prior to the previously stated return date.
- o. An employee requesting Educational Improvement or Opportunity Leave shall submit that request in writing no later than April 15. If the leave requested is to commence in the spring semester, the written request shall be submitted no later than December 15. With agreement of the Assistant Superintendent, Administrative and Personnel Services, an employee may be granted such leave requested after April 15 or December 15. Once requested the leave must be taken unless otherwise agreed by the employee and the District.
- p. The District shall attempt to establish and maintain a list of persons available and credentialed as counselors to serve as temporary replacements for counselors on leave. Such persons shall not be regular District employees.
- q. Any counselor who anticipates being absent on leave may consult with his/her principal on the necessity of having temporary replacement. Upon mutual agreement with the principal, temporary replacement shall be provided by the District, if available.
- r. A teacher who becomes ill or must be absent for some other reason should report the need for a substitute by calling the service. The District will make an effort to provide a specifically requested substitute teacher. In the event of concerted work stoppage or slowdown this provision shall be waived.
- s. Teachers shall not be required to substitute for other teachers except in cases of emergency. An emergency for 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 teacher from volunteering to cover an assignment of another teacher.

32. Sick Leave

- a. Annually each teacher shall be granted sick leave at the rate of one day per month to a total of ten (10) days with full pay to be used in cases of accident, illness or quarantine. All annual days shall be credited to each teacher at the beginning of each school year. Any days not used will be accumulated indefinitely by the teacher for use if necessary during succeeding years. Teachers shall receive an annual accounting of accumulated sick leave plus the number of days to which the teacher is entitled for the current school year no later than November 1 of each year.

- b. 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 the disability shall be determined by the teacher and the teacher's medical advisor. Each pregnant female teacher shall be entitled upon request to an unpaid leave of absence, as provided in Section 46, in addition to or in place of sick leave.
- c. After all accumulated sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the teacher shall receive the difference between his/her own salary and the amount paid a substitute up to a total of five school months.
- d. Verification of the cause of absence and the teacher's fitness to return to work by a licensed physician or recognized practitioner of a church must be presented before allowing payment for six or more consecutive days of absence due to illness or accident. The District reserves the right to require medical verification of illness for shorter periods of time if the number of absences becomes excessive or has an identified pattern.
- e. Unused sick leave days shall be transferred pursuant to Section 44979 (Ed. C.) when a teacher transfers to another district.

33. Industrial Accident

- a. 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 teacher would otherwise have been performing work for the District in any one fiscal year of the same accident.
- b. Allowable leave for industrial accident or illness shall not be accumulated from year to year.
- c. Industrial accident or illness leave shall commence on the first day of absence.
- d. When a teacher is absent from his/her duties on account of any industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to this temporary Workers Compensation benefit, will result in payment to him/her of not more than his/her full salary.

- e. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- f. When an industrial accident or illness leave overlaps into the next fiscal year, the teacher shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- g. Upon termination of the sixty (60) days of industrial accident or illness leave and if the teacher is not medically able to return to work, he/she shall be entitled to sick leave, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the teacher continues to receive temporary Workers Compensation benefits, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary Workers Compensation benefits, will result in a payment to him/her of not more than his/her full salary.
- h. During any paid leave of absence, the teacher shall endorse to the District the temporary Workers Compensation checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the teacher appropriate salary warrants for payment of the teacher's salary and shall deduct normal retirement and other authorized contributions.
- i. The teacher shall qualify for the provisions of this policy when he/she assumes a regular position with the District.
- j. Any teacher receiving benefits as a result of this section, shall during periods of injury or illness remain within the State of California unless the Governing Board authorizes travel outside the state.
- k. A teacher requesting or claiming leave of absence for an industrial accident or illness is required to provide a doctor's statement verifying that the teacher is unable to fulfill his/her regular duties because of the injury or illness.
- l. A teacher returning to his/her 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 he/she is able to resume the responsibilities of his/her position.

34. Bereavement

A teacher 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 200 miles is required, or ten (10) days if travel beyond the continental United States is required. A teacher may elect to use as additional bereavement leave all or a portion of the six (6) days of personal necessity leave.

35. Personal Necessity

Every teacher shall be entitled to use six (6) days of his/her paid sick leave allotment during each school year in case of personal necessity. A teacher is encouraged to, but shall not be required to, secure advance permission to use personal necessity leave which shall include but not be limited to:

- a. Death or serious illness of a member of his/her immediate family.
- b. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- c. Funeral of a relative or friend not living in household.
- d. Paternity—day of birth of a male teacher's child and the day the mother and/or child leave the hospital.

As used herein personal necessity shall include the observance of a religious holiday or activity of his/her faith if and when pending litigation establishes that such religious leave is legal.

36. Jury Duty

Leaves of absence shall be granted to teachers 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.

37. Court Appearance

A paid leave of absence shall be granted a teacher 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 through the connivance or misconduct of the teacher.

38. Personal Business

Annually, a teacher may use one (1) day of sick leave for personal reasons under the following conditions:

- a. The presence of the teacher is required to deal with a matter which is not covered under District leave of absence regulations.
- b. The matter cannot be dealt with outside of the teacher's working day.
- c. A teacher shall not have to obtain advance permission and shall not have to state any reason other than personal business for the taking of such leave. This leave shall not be taken as part of a concerted work stoppage or slowdown.

39. Military

Teachers who are members of any reserve corps of the Armed Forces of the United States or of 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 in the Military and Veterans Code. Teachers shall request that such service be scheduled to not interfere with the school year.

40. Sabbatical

- a. The Board of Education may grant sabbatical leaves of absence for one (1) year or one (1) semester.
- b. Sabbatical leave may be granted for the following purposes: to engage in professional study, independent study, travel, or research.
- c. 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 Mt. Diablo Unified School District.
- d. A professional study or research leave is one during which the teacher 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 teacher and preferably should qualify him/her for another credential or degree.

- e. 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 Mt. Diablo Unified School 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. 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 teacher.
- f. Any change of plan must be requested in writing and approved in advance.
- g. Sabbatical study should be performed during the period of leave. Special consideration may be given in instances where deviation seems desirable.
- h. Eligibility for Sabbatical Leave
 - (1) Any teacher is eligible to apply who has served the District for seven (7) consecutive years prior to his/her application in a full-time capacity and who agrees to abide by all the conditions.
 - (2) 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. Sabbatical leave shall not be considered for a teacher who shall have reached the age of 60 before July 1 of the year in which his/her sabbatical leave would begin.
 - (3) A health certificate shall be presented indicating that the applicant is in satisfactory physical condition to pursue his/her leave of absence program.

Applications for Sabbatical Leave

- (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.

- (2) Applications shall be submitted by March 1 prior to the school year leave is to be taken. Unusual circumstances will be considered by the Sabbatical Leave Review Committee.
- j. Rate of Pay
- (1) Sabbatical leaves may be granted for one (1) or two (2) semesters. A teacher who is granted a leave for two (2) semesters shall receive fifty percent (50%) of his/her salary. An employee awarded a leave for one (1) semester may receive one hundred percent (100%) of his/her salary for that semester.
- (2) 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 his/her 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 teacher would have received had he/she remained on duty and any other remuneration he/she might receive during the sabbatical leave year. The teacher may continue rendering any form of outside employment rendered concurrently with his/her regular service to the District provided there is no increase in such service.
- k. Bond Required
- The teacher shall furnish a bond indemnifying the District for the amount of sabbatical leave pay in the event he/she fails to render at least two (2) years of service in the employ of the District following his/her return from the sabbatical leave of absence.
- l. Effect of Injury or Illness
- In case of injury to or other illness of the teacher during leave which prevents his/her 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 teacher from fulfilling his/her agreement to return to service in the District for at least two (2) years, no repaying of leave salary will be required.
- m. Retirement
- Sabbatical leave shall count toward retirement and the retirement and annuity contributions shall be deducted from warrants in the usual manner.

n. Filing of Report on Study

Not later than the day on which he/she returns to active service in the District, unless granted an extension by the superintendent, the teacher 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.

o. Return to Salary Schedule and Use of College Credits on Schedule

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 teacher's salary upon return to service will be in accordance with salary schedule regulations, with advancement computed as though the teacher were on regular duty.

p. Restrictions on Number Granted Sabbatical Leave and Expenditure Allowed

A maximum of \$20,000 may be budgeted in any one year for sabbatical leave salaries. Not more than ten (10) teachers 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.

q. Other Details of Policy and/or Procedure:

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.

r. Sabbatical Leave Review Committee

The Sabbatical Leave Review Committee consisting of the Superintendent or his designee, one School Board member, Assistant Superintendent, Administrative and Personnel Services, two elementary, one intermediate, and two high school teachers, and two principals shall be appointed by the Superintendent and approved by the Board no later than November 1 of each year. Of the initial appointees one principal and two of the teachers 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 teachers 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 1. Recommendations of this committee shall be submitted to the Board of Education for final decision.

41. Association Business

The Association may designate officers to conduct business during school hours. An overall total of twenty (20) days of paid leave will be provided for this purpose. Such days shall not include released time provided for processing grievances or negotiating. Also, the Board shall grant upon request a paid leave to the President of the Association during his/her term of office. The Association shall reimburse the District for Association leaves in an amount sufficient to pay for a substitute or temporary employee as appropriate.

42. Improvement of Health

Any teacher 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 teacher's ability to return to full-time service is required before reinstatement. The District shall grant an unpaid leave of absence to any teacher who has applied for a disability allowance from the State Teachers Retirement System. This leave shall not extend thirty (30) days beyond the final determination of the disability allowance. If the teacher is determined to be eligible for the disability allowance by STRS, 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.

43. Educational Improvement

A permanent teacher 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.

44. Opportunity

The District shall grant to teachers an unpaid opportunity leave, upon request, for a full semester or a full school year.

45. Maternity

The District shall grant, upon request, an unpaid leave of absence to a pregnant teacher prior to the beginning of the disability period of her pregnancy. The teacher may use sick leave when she has a disability caused or contributed to by pregnancy and recovery therefrom. If the teacher 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.

46. Parental Leave

A leave of absence shall be granted to a teacher without pay for the balance of the school year for the purpose of caring for any child entrusted to his/her care. Any extension of such leave shall be granted as provided in Section 31 (h).

47. Political Leave

A teacher who is elected to public office shall be entitled, upon request, to an unpaid leave of absence for the length of his/her term or terms in office. The teacher on leave shall notify the Board of his/her intended return no later than April 15, of the year preceding such return regardless of when the term ends.

48. Religious Observance

Teachers shall be granted a leave of absence without pay for observance of a religious holiday of their faith, not to exceed two days per annum.

49. General Leaves

A request by the teacher to be absent from regular duties for reasons other than those covered by this Agreement may be granted at the discretion of the Assistant Superintendent, Administrative and Personnel Services, 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.

50. Pre-Retirement Leave

A teacher who is at least fifty (50) years of age and has taught at least twenty (20) years, the most recent ten (10) of which must have been in Mt. Diablo Unified School District, shall be granted upon request an unpaid leave of absence for a maximum of five (5) years. The teacher may retain his/her insurance coverage as provided in Section 96. At the end of the five (5) year period, the teacher shall retire. Resignation may occur before the end of the five (5) year leave. If the teacher desires to return to employment before the end of the five (5) year period, he/she may do so with District approval.

ARTICLE IX

CLASS SIZE

51. Class Size

In assigning students to classes, the following guidelines will be observed:

	Critical Class Size	Maximum Class Size
K	29	33*
1-3	28	32*
4-6	30	34
7-12	33	37
Physical Education	40	45
Choral and Instrumental Music	40	45**

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

*The maximum class sizes here are statutory maximums applicable without fiscal penalty. Those maximums are currently at the figures stated.

**This maximum may be exceeded with the concurrence of the majority of the choral and instrumental music teachers at the school.

- a. Upon request at the commencement of the year the principal shall consider with the faculty what alternatives may be available to avoid exceeding of maximum class size. Such alternatives shall be in writing.
- b. If the principal is unable to find alternatives to avoid exceeding the maximum in a class, he/she will consult with teachers affected.
- c. A class size maximum may be exceeded with the consent of the majority of the teachers in the grade level or department affected.
- d. Special Education classes will be limited as specified in state law.
- e. Notwithstanding critical and maximum class sizes specified above, no class enrollment in classes listed below may exceed the number of work stations without the consent of a majority of the teachers in the department affected. No

later than fifteen (15) days prior to the end of each semester, each secondary principal with the advice of the department chairpersons shall establish (for the following semester) the number of work stations and the number of students per work station for each of the following classes:

Science	Homemaking
Business	Art
Industrial Arts	Driver Simulators

Modifications to the number of stations and students per work station may be made as needed within the semester with the consent of the majority of the teachers in the department affected.

- f. A student assigned to a Special Class for Physically Handicapped, Educationally Handicapped, or Special Class for Mentally Retarded Minors but who is integrated into a regular class for at least one third of the school day shall be counted as two students in that regular class for purposes of equalizing teacher load.
- g. When in the judgment of the teacher, one or more of the students in a class is a chronic problem, the principal shall confer with the teacher in regard to class size considerations.

ARTICLE X TEACHER TRANSFER

52. General Provisions

Teachers are employees of the District and not of a particular school or department. The Superintendent or his/her designee has the prerogative of placing teachers according to the procedures outlined herein:

- a. A transfer refers to any action which results in the movement of a teacher from one school site to another.
- b. A vacancy is an unfilled position within the Teacher's Unit.
- c. A program need is 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.

- d. No transfer will be permitted other than for the beginning of a school year unless it meets the program or educational needs of the school district. This provision shall not apply to transfers made under Section 54. b (4).
- e. Teachers involuntarily transferred or reassigned, as described in h., within the school year but not at semester change shall receive, upon request, one (1) day free of responsibility for students prior to the assumption of the new assignment.
- f. Teachers involuntarily transferred or reassigned, as described in h., shall receive, upon request, assistance in moving teaching supplies and materials, within the limitations of District personnel and equipment.
- g. Assignment—no later than May 10 teachers at a school shall be given written notice of their tentative assignments for the following year.
- h. If it is necessary for a teacher to be reassigned from one high school or intermediate school department to another or from any primary grade to an upper elementary grade or vice versa, the teacher reassigned shall have an opportunity to return to his previous department or grade level as soon as possible.
- i. Any teacher may request and shall receive an oral statement of the reasons for the tentative assignment. Any teacher dissatisfied with his/her tentative assignment may have a conference with the principal/program administrator and may be represented at that conference by an Association representative.

53. Voluntary Transfers

- a. A voluntary transfer is one that is requested by a teacher.
- b. By April 15, a list of known vacancies for the coming year will be issued by the Personnel Office and posted in each school. This list will be revised and posted by May 15. Each position listed shall indicate subject(s) and/or grade level to be taught. Extra-duty assignments may also be identified but acceptance of such duty(s) shall not be a requirement for placement in the vacancy.

- c. Vacancies which occur after August 31 and are not filled by involuntary transfer or by leave returnees shall not be filled permanently in the school year in which they occur. Any such vacancy, if the position will continue for the following school year, shall be included in those pursuant to b. above.
- d. It is the responsibility of the teacher seeking a transfer to initiate with the principal/or designee or program administrator or designee a request in writing for an interview for any of the unfilled positions in which he/she is interested. Any eligible teacher 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 no less than five (5) work days from the date of the announcement, he/she forfeits the right for consideration for the unfilled position. 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.
- e. The teacher may request a review of those reasons by the Assistant Superintendent, Administrative and Personnel Services, within three (3) work days of receipt of the statement of reasons. Thereafter, the Assistant Superintendent, Administrative and Personnel Services, shall convene a conference with the principal/program administrator and the teacher who may be represented at the conference by an Association representative.
- f. Teachers who have been unassigned for one (1) semester or more shall have, on the basis of seniority, first priority for any vacancies for which they are credentialed and competent by training or experience.
- g. With the approval of both principals voluntary transfers may be made by switching positions.
- h. A request for voluntary transfer may be withdrawn at any time prior to confirmation of the transfer.
- i. Until June 1, the District will attempt to fill as many vacancies as possible by voluntary transfer.

54. Involuntary Transfer

- a. An involuntary transfer is one that is initiated by management.
- b. Involuntary transfers may be initiated for any of the following reasons:
 - (1) School closure or a program reduction.
 - (2) Excess staff due to decline in enrollment.
 - (3) Program needs of a school, or program.
 - (4) No teacher will be transferred without just cause for any reason except for (1), (2) and (3) above. In determining such cause a substantial showing that the transfer is in the best interest of the school or other work site is required.

When an involuntary transfer is made pursuant to this subdivision, the transferee shall be given a written statement of the specific reason(s) for the transfer. If the transferee is not satisfied with the reasons, he/she may file a grievance at Step 2 within ten (10) work days of receipt of the notice.

- (5) Any teacher except those as indicated in Section 54 b. (4) who are transferred involuntarily pursuant to b. (1), (2) and (3) above, shall not be subject to involuntary transfer for the year in which such removal from the site is effective and the two (2) following school years. No protection applicable November 1, 1979, shall be reduced.
- c. The selection of individual(s) for involuntary transfer shall be done by the principal/program administrator in the following manner:
 - (1) All teachers shall be ranked by order of District seniority determined as follows for the purpose of this transfer procedure:
 - (2) Employees shall be ranked according to the date on which they first rendered paid probationary service. If they have a break in service by reason of resignation or dismissal (not layoff) the date of reemployment shall govern. However, no seniority ranking applicable November 1, 1979, shall be changed, except as provided in Section 54 c. (4).

- (3) For employees first rendering such service on the same day, seniority shall be determined by lottery. If seniority has previously been determined by lottery that determination shall stand. Subsequent lotteries shall be held as needed prior to March 1, in the presence of an Association representative. Once decided, that determination shall stand.
 - (4) Employees whose first probationary service is retroactively determined (e.g., pursuant to Section 44918 Ed. C.), shall be placed as least senior with others whose first probationary service is the same day.
 - (5) Separate lotteries shall be held as needed in each category identified in Section 54 i. among those first rendering paid service on the same day within that category.
 - (6) A seniority list shall be prepared no later than March 15 of each year. Copies shall be sent to each school and to the Association.
- d. A second year probationary teacher shall be deleted from the list so that the third year of probationary service will not be in a new school.
 - e. Selection for involuntary transfer shall be in reverse order of district seniority.
 - f. The only exception to selection for involuntary transfer by reverse seniority shall be when such a selection would result in creating a program need which could not be filled by any remaining member of the school's faculty.
 - g. In meeting program needs a teacher will be required to render only a service which the teacher is certificated and competent through training or experience to render.
 - h. Upon written request of a teacher who has been designated for involuntary transfer on a basis other than reverse seniority, an ad hoc committee will be formed. Such request must be submitted no later than May 15 unless circumstances prevent it. The principal/program administrator shall appoint two members to the committee but may not include the principal or program administrator. Two members shall be elected by and from the faculty or program but may not include any teachers being transferred. All four appointments shall be made within five (5) workdays

of the request. The fifth member shall be mutually agreed upon by the four other team members. If agreement on the fifth member cannot be reached within seven (7) work days after the committee is called for, each of the four members will nominate a person as the fifth member. Each of the four members will rank the four nominees from 4 (highest) to 1. The nominee with the highest total ranking will be selected. Ties will be broken by lot. 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. 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. Nothing in this provision shall be interpreted to waive any rights of any teachers as provided in this Agreement. The time in which to initiate a formal grievance shall run from the date of presentation of the ad hoc committee's recommendations.

- i. Counselors, nurses, ESL teachers, elementary music teachers, OWE coordinators, librarians, remedial reading teachers, resource teachers, elementary administrative assistants, teachers of special education and others assigned to a school under staffing formulas different from those for regular classroom teachers shall be subject to involuntary transfer based upon staffing ratios for the particular program. Any transfers in these categories will be accomplished so that as few transfers as possible are made.

Transfers shall be based on reverse order of District-wide seniority within the program. For those in programs with more than one incumbent at a school (e.g., counselors), the transfer shall be based on such seniority among those at the school and placement of those transferred shall be in a similar certificated position within the District if available. Employees subject to this subdivision placed in regular classroom positions due to reductions in their program shall have precedence on the basis of District seniority within that program for any positions which become vacant. Junior employees covered by this subdivision shall be retained in their assignments when required by their tenure rights (e.g., Section 44894 Ed. C.) or because they lack credentials for another assignment.

55. Procedures for Involuntary Transfer

- a. By April 15 each principal shall have requested from each certificated employee at the school his/her preference(s) for assignment for the following year.
- b. No later than May 10, unless circumstances prevent notice by that date, teachers identified by the principal/program administrator for involuntary transfer shall be given written notice they are subject to involuntary transfer and the reasons for it. Prior to any general announcement, teachers so identified shall be individually informed in a conference that they are subject to involuntary transfer, if possible.
- c. With approval of the principal/program administrator, a teacher not subject to involuntary transfer may switch by mutual agreement with a teacher so designated.

The switch shall confer on the teacher now designated for involuntary transfer all the rights and responsibilities as if originally so designated. The original designee shall not also be subject to those rights and responsibilities.

- d. If it appears on June 1 that involuntary transfer(s) will be required for reasons stated in Section 54, no further voluntary transfers may occur until all persons subject to involuntary transfer have been placed. This shall not prevent voluntary transfers to positions for which no person subject to involuntary transfer is eligible.
- e. On August 5 or as soon thereafter as practical, each teacher on the involuntary transfer list not yet placed shall be given a list of the available vacancies. The teacher shall then rank the vacancies on the list in the order of his/her preference. The ranked list shall be returned to the Personnel Division no later than August 12.
- f. Commencing August 12 teachers may interview with principal/program administrators or designees. The Personnel Division shall schedule interviews as needed to permit their efficient accomplishment. Teachers shall be assigned by order of District-wide seniority with the most senior teacher assigned first and continuing in order of seniority except that any teacher who has been unassigned for one semester or more shall have first priority for any vacancies for which he/she is credentialed and competent through training or experience. Each teacher shall be given an assignment from among his/her first three preferences available when his/her turn for assignment occurs.

- g. Any teacher who fails to meet his/her responsibility under Subdivisions e. and f., may be deemed by management to have waived his/her right to participation in that process.
- h. Teachers who have met their responsibilities under Subdivisions e. and f. will be assigned to one of the available choices until such time as all available openings are filled.
- i. If a vacancy occurs at a school from which teachers are designated for involuntary transfer subsequent to May 10 and prior to August 5, teachers shall have the opportunity to return to the school for positions for which they are certificated and competent by training or experience, in the reverse order of their designation.

If a teacher designated as subject to involuntary transfer is returned to the school at which he/she was so designated prior to August 5, the teacher shall not be entitled to the protection specified in Section 54 b. (5). If a vacancy occurs subsequent to August 5 at a school from which teachers were designated for involuntary transfer, unassigned teachers so designated from that school shall have precedence on the basis of seniority to return to their previous school for positions for which they are credentialed and competent by training or experience. A teacher so returned on or after August 5 shall be entitled to the protection as specified in Section 54 b. (5).

- j. An involuntary transferee offered a regular position may elect to accept that position on a temporary or a permanent basis. If the position is elected on a permanent basis, the protection against involuntary transfer specified by Section 54 b. (5) shall apply. If the position is elected on a temporary basis then the teacher's right to the protection afforded by Section 54 b. (5) shall commence with the end of the temporary placement and continue for a maximum of two (2) years. The teacher shall also be entitled to the priority stated in Section 53 f. at the end of the school year in which he/she was temporarily placed.
- k. Teachers not placed in a vacancy pursuant to Section 55 b. through f. shall be notified of all vacancies that subsequently occur and shall be given preference according to their seniority for any for which they are certificated and competent by training or experience. Such placement shall be made as promptly as possible. If two or more teachers are certificated and competent by training or experience for such a vacancy, the senior teacher(s) may decline such placement.

- I. Involuntarily transferred teachers who agree to accept a long-term substitute assignment shall continue to be informed of vacancies as they occur and shall have priority as specified in Section 55 k. for any position for which they apply if they are credentialed and competent through training or experience. Protection from further involuntary transfer as provided in Section 54 b. (5) shall begin with acceptance of the permanent position.

56. Transfer to Fill a Program Need

If a school or a program has a program need which cannot be filled from existing staff nor any voluntary transfer, nor by a teacher identified as subject to involuntary transfer, then a teacher in another school or program may be transferred to meet such program need.

Selection shall be based on District seniority with the least senior teacher selected from among those certificated and competent to render the service. Competence as used here means a major in the subject.

No teacher shall be involuntarily transferred pursuant to this paragraph whose absence from the sending school would create a program need which cannot be filled by voluntary transfer or from among those designated as subject to involuntary transfer. The need for such transfer shall be identified and the notice to the person subject to transfer must be identified prior to June 10, unless circumstances prevent action within such time. Teachers identified pursuant to this paragraph are not eligible for the procedure stated in paragraphs i. through l. No involuntary transfer shall be made pursuant to this subdivision to permit placement of a regular program teacher in a special education program.

57. School Closure or Changes in School Attendance Boundaries

- a. Teachers subject to involuntary transfer due to school closure or boundary changes shall be so notified in writing no later than ten (10) work days following the Board action but in no case later than May 1, except in case of emergency. Such notice shall also include a list of all schools affected by the Board action and all probable staffing needs at those schools receiving students.
- b. It is the responsibility of the teacher to be transferred to initiate with the principal an interview for any position in which he/she is interested in those schools receiving students. All applicants for such 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 reasons for the denial.

- c. Insofar as possible, the same proportion of teachers as students will be transferred to those schools receiving students. However, no teacher at the school receiving students will be transferred to accommodate teachers from the school being closed or losing students due to Board action which changes attendance boundaries.
- d. All positions and/or teachers affected by school closure or changed attendance boundaries which have not been assigned by May 10 shall be subject to the procedures for voluntary and involuntary transfer as contained in this Agreement.

58. Opening a New School

When a new school is to be opened, the following procedures will be followed in transferring teachers to that school:

- a. The principal shall place on file in the Personnel Office the proposed organizational plan of the school.
- b. Announcement of all known positions with the required qualifications for each position to be filled shall be posted in each school approximately one (1) month before scheduled interviews.
- c. Priority consideration shall be given existing teachers within the District who request placement in the new school.
- d. Every teacher within the District who makes application shall be granted an interview by persons involved in the selection process.
- e. Teachers shall receive written notification of acceptance or denial of their transfer request within one (1) month after the interview. Upon written request the reason for denial shall be stated, and the procedure stated in Section 53 e. shall be applicable.

ARTICLE XI

TEACHER EVALUATION

59. Frequency

Certificated personnel with permanent status in the District will be evaluated according to these procedures at least every other year; other certificated personnel will be evaluated annually. An evaluatee with permanent status in the District may request an annual evaluation.

60. Purposes

- a. To improve instruction provided by Certificated Teaching Personnel.
- b. To improve the performance of Certificated Teaching Personnel in instructional and related responsibilities.
- c. To contribute to the professional growth of the evaluatee.
- d. To provide for the continuous progress of students in a productive learning environment.

61. Elements

The elements that will be considered in the evaluation are as follows:

- a. Performance of duties and responsibilities as per the employee's job description.
- b. Conditions of the learning environment to the extent that the evaluatee is responsible.
- c. District, school, and/or individual goals. Selection of which goals are appropriate shall be mutually agreed upon by the evaluator and the evaluatee.
- d. Student progress in areas to be assessed and assessment techniques to be used as agreed upon by the evaluator(s) and evaluatee. Appropriate District Subject Area Statement(s) of Standards of Expected Student Progress and Assessment Techniques shall be used as an aid in such selections.
- e. The number of students, other certificated personnel, and other support personnel with whom contact is required by the job, along with the amount of time required for such contact.
- f. The assistance provided to the evaluatee when there is an indication of need for that assistance.
- g. Where appropriate, the degree of support and encouragement given to students by their parents.
- h. The present achievement level of students involved.

62. Types

Types of required evaluative data are:

- a. Self-evaluation
- b. Specific techniques of assessment of student progress as agreed to by the evaluator and evaluatee.
- c. Observation(s) (Evaluatee-requested, evaluator-requested, unscheduled)

63. Evaluator

- a. Each evaluation shall be conducted by the principal/program administrator or his/her designee.
- b. However, the evaluatee or evaluator may request that the evaluation be conducted by an evaluation team. That team shall consist of:
 - (1) The person indicated as the evaluatee's evaluator in the job description or his designee and one other person appointed by said evaluator.
 - (2) Two members shall be appointed by the evaluatee but may not include the evaluatee.
 - (3) The fifth member shall be mutually agreed by the first four (4) appointees. If agreement on the fifth member cannot be reached within two (2) work days, 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 4 (highest) to 1. The nominee with the highest total ranking will be selected. Ties will be broken by lot.
 - (4) The chairperson of the team shall be selected by the team from its membership, at its first meeting.
- c. Should such evaluation be carried out by other than the principal/program administrator or designee, such principal/program administrator or designee shall have the option of conducting a separate evaluation pursuant to the procedures contained herein except that the evaluator electing this option may not modify the goals selected as per Section 61 c. or student assessment areas and techniques developed as per Section 61 d.

64. Announcement of Evaluatees

No later than the end of the 5th academic day of the academic year the principal of each school or site shall post a list of those persons to be evaluated in the current year and who the evaluator(s) will be. Within the first two (2) weeks of the academic school year the following shall be made available to the evaluatee: job description, MDUSD Educational Goals, other appropriate goals, and the applicable MDUSD Standards of Expected Student Progress Statement. If a teacher wishes to be evaluated by a team pursuant to Section 63 b., the evaluatee shall so specify in writing to the principal no later than September 20.

65. Initial Conference on Resolution of Disagreements

An initial conference shall be held prior to October 15 between evaluator(s) and evaluatee for the purpose of developing the elements specified in Section 61, types of required evaluation in Section 62, and the number and types of classroom observations as well as the person(s) to perform the observations. If they are unable to agree either party may declare an impasse in writing and the impasse procedures, as specified in Section 71 shall be invoked. All agreements of evaluation criteria shall be reduced to writing and signed by both the evaluator(s) and the evaluatee. This agreement 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 Assistant Superintendent, Administrative and Personnel Services, for a decision in writing within five (5) work days.

66. Classroom Observations

- a. A classroom teacher shall be formally observed at least twice as part of the evaluation by the evaluator(s). All formal observations shall last a minimum of 20 minutes. If requested by the teacher at the time of the initial conference, these observations shall be held upon 48 hours notice.
- b. All formal observations which are part of the evaluation process shall be reduced to writing and discussed with the teacher within five (5) work days of their occurrence. The teacher shall have a right to attach a written response.
- c. Observations of less than 20 minutes duration need not be reduced to writing nor discussed with the teacher.

67. Interim Evaluation Conference and Interim Evaluation Form

- a. An Interim Evaluation Conference and a completed Interim Evaluation Form are obligatory for nontenured teachers.

- b. For permanent teachers, an Interim Evaluation Conference and a completed Interim Evaluation Form are required only if requested by either the evaluatee or evaluator.
- c. For nontenured teachers, the Interim Evaluation Conference and Interim Evaluation Form are to be completed by February 1.
- d. For permanent teachers, when requested the Interim Evaluation Conference and Interim Evaluation Form are to be completed no later than March 1.

68. Final Conference

The final Evaluation Conference and Form are obligatory for all teachers being evaluated and must be completed at least sixty (60) days prior to the end of the academic year.

69. Signatures

The 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.

70. Teacher Response

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

71. Impasse Procedures

Within five (5) work days from the submission in writing to the other party that an impasse exists, such disagreement shall be referred for resolution to the Assistant Superintendent, Administrative and Personnel Services, or at the option of the teacher, to an Impasse Team which shall be created within three (3) additional work days. The team shall be composed of five (5) persons including the chairperson:

- a. Two (2) members shall be chosen by the Assistant Superintendent, Administrative and Personnel Services.
- b. Two (2) members shall be chosen by the evaluatee which may not include the evaluatee.

- c. A fifth member shall be mutually agreed upon by the four (4) other team members and the evaluatee; if agreement on the fifth member cannot be reached 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 4 (highest) to 1. The nominee with the highest ranking will be selected. Ties will be broken by lot.
- d. The chairperson of the team shall be elected from the five (5) team members at the first team meeting.

No later than October 30, the Assistant Superintendent, Administrative and Personnel Services, or the Impasse Team shall render a decision. If no decision from the team is made within the time limit, the matter shall be referred to the Assistant Superintendent, Administrative and Personnel Services, with the decision to be given in writing no later than November 10.

72. Forms

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

73. Judgments Not Grievable

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

ARTICLE XII

PERSONNEL FILES

74. Inspection of Files

- a. Every teacher 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 person is not actually required to render service to the District.
- b. Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such teacher's personnel file.

75. Materials

- a. Any person who places written material or drafts written material for placement in an employee's personnel file shall sign the material and signify the date on which material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

- b. 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 teacher is given the opportunity to review the material and attach thereto his/her own comments. That review shall take place during the school day and the teacher shall be released from duty without loss of compensation for that purpose.
- c. Upon request, negative or derogatory material in a teacher's personnel file shall be destroyed after remaining in the file for a period of four (4) years.
- d. The District shall maintain the teachers' personnel files at the District's central office. Any personnel files kept by the teacher's immediate supervisor shall not contain any material not found in the District's files.

76. Complaints

- a. Any formal complaint or criticism (other than of a criminal act indicating a need for investigation) concerning a teacher shall be brought to the attention of the teacher involved in a timely manner provided the administrator decides that action is warranted. A copy of the complaint, if in writing, shall be provided to the teacher.
- b. If requested by the teacher and deemed appropriate by the administrator, a conference shall be scheduled among the teacher, the administrator and the person making the complaint or criticism. The teacher shall at his/her option have representation at any conference.
- c. If the principal denies a teacher's request for a conference with the person making a complaint, he/she shall provide the teacher with his denial in writing and the reason(s) for it upon written request of the teacher. That response shall be made within two (2) work days of the request.
- d. No written report or entry in a teacher's personnel file will be made based on a complaint or criticism if the teacher has requested a conference, the principal/program administrator agrees, but the person making the complaint refuses.

ARTICLE XIII TEACHER SAFETY

77. Unsafe or Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions violating a final order of CAL-OSHA or to perform tasks which endanger their health or safety.

78. Reports

Each teacher may report, in writing, any adverse conditions in his/her working environment to his/her immediate supervisor. The teacher shall receive a written response within ten (10) work days stating what action will be taken to correct the situation or if no action will be taken, the reason why.

79. Priority of Repairs

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

80. Assaults

Teachers 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 to provide for teacher safety.

81. Discipline Policy

In order to provide for teacher safety, the Board on the first day of each school year shall present to each teacher a written copy of the Student Conduct and Discipline Policy which provides a description of the rights and duties of all students, parents, administrators and teachers and publicize such policy to students, parents, and administrators.

82. Physical Control

Teachers may exercise the amount of physical control reasonably necessary to protect themselves, or to insure the safety of other teachers or students.

83. Student Records

Teachers 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.

ARTICLE XIV TEACHER TRAVEL

84. Reimbursement

Teachers who may be required to use their own auto in performance of their duties and teachers who are assigned to more than one work site shall be reimbursed at a per-mile rate (19¢ beginning December 1, 1979) adjusted annually on July 1 to correspond to the rate allowed without itemization by IRS. Such reimbursement shall be for:

- a. Travel between work sites.
- b. Meetings or activities assigned or approved by District (e.g., Open House, activities supervision, Parents Club, PTA, Site Councils).
- c. Other work-related responsibilities.

85. Approval

Reimbursement for mileage will be for miles actually driven and must be approved in advance by the teacher's principal/program administrator or designee.

86. Limitations

One-way mileage to meetings or activities held within the District shall not exceed 25 miles.

87. Emergencies

In the event of gasoline shortages or rationing, the District shall provide itinerant teachers with written statements to the effect that their autos are required in performance of their duties.

ARTICLE XV WORK YEAR

88. Length

The length of the work year will be 176 days of instruction plus additional days as follows:

- a. For returning teachers, one (1) day.
- b. For teachers new to the District, three (3) days.

89. Dates of Work Year

The work year(s) referred to in Section 88 above are specified in the school calendar(s) appearing in Appendices A, B, and C.

ARTICLE XVI PART-TIME EMPLOYMENT

90. Part-time Employment Leading to Retirement

A program designed to allow teachers to work part time and receive full-time retirement credit during the five (5) years immediately prior to retirement will be implemented as follows:

- a. 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 teacher and District.
- b. To be eligible the employee shall have had a minimum of ten (10) years employment in Mt. Diablo Unified School District, the most recent five (5) years of which must be on a full-time basis.
- c. The minimum of the equivalent of half-time service may be exceeded upon the mutual consent of the employee and the school district.
- d. The number of teachers eligible to enter this plan is 20.
- e. Mutual agreement between the employee and the immediate supervisor is required before the plan can be implemented.
- f. At the end of the maximum five (5) year part-time employment period the employee is required to submit a resignation. Resignation may occur before the end of the five (5) year period. A part-time employment of less than five (5) years, terminated by resignation, may be designed.
- g. 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.
- h. Article X, Teacher Transfer, will not apply to participants in this program.
- i. Salaries and preparation periods of secondary classroom teachers will be based on the normal teaching load of a full-time teacher as follows:

Normal Length of Student Day Pay Per Period

6 periods	1/5 full-time rate
7 periods	1/6 full-time rate

- j. Salaries of secondary counselors, librarians and nurses will be based on the normal student days as follows:

Normal Length of Student Day Pay Per Period

6 periods	1/6 full-time rate
7 periods	1/7 full-time rate

91. Job Sharing

- a. Job sharing is a plan whereby two people share the full responsibilities for one identifiable full-time position.

- b. Teachers selected for participation in the program shall resign their full-time position and shall be rehired as part-time employees at the agreed upon percentage level. This action shall not constitute a break in service but shall effect a reduction of tenure rights to the part-time positions.
- c. 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.
- d. Full fringe benefits shall be paid each participating employee provided such employee works half time or more.
- e. Permanent status is required for participation.
- f. Mutual agreement between the two employees, the immediate supervisor, and the Assistant Superintendent, Administrative and Personnel Services, is required before the plan can be implemented.
- g. Article X, Teacher Transfer, shall not apply to any transfers required to implement this provision. Further, the team filling the full-time position shall not be subject to involuntary transfer.
- h. Salaries of participants will be paid on a basis which is proportional to full-time service with shares to be determined by participating teachers.
- i. 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 teacher 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, the job-sharing participants affected shall revert to the full- or part-time status held prior to such job sharing.
- j. With District approval a teacher may withdraw from job sharing and be reinstated to his/her former tenured status. In determining placement of the teacher or teachers taking a position other than that shared, the teacher giving up job sharing shall have preference over temporary teachers only.
- k. If one of the participants in the job-sharing program resigns, goes on leave or returns to full-time employment, the position being shared shall be filled by the remaining participant if he/she so requests.
- l. No certificated position within the bargaining unit shall be unreasonably excluded from the job sharing program.

ARTICLE XVII

EMPLOYEE BENEFITS

92. Employee Benefits

The District agrees to pay toward the annual premium of the medical, dental and prescription plans for eligible bargaining unit employees and their dependents an amount not to exceed the cost of premiums for such coverage in the 1980-81 school year.

- a. Hospital, Medical-Surgical and \$300,000 Major Expense Coverage which requires a deductible of \$50 before benefits are paid. (Currently Blue Cross of Northern California)
- b. Kaiser Health Plan-S includes prescription drugs at \$1.00 per order at a Kaiser Pharmacy.
- c. Dental with Orthodontics, preauthorization as requested, on a usual, customary and reasonable basis with incentive plan and levels of 70%-80%-90%-100% coverage. (Currently California Dental Service)
- d. Prescription Drugs, for teachers who are not covered by Kaiser Health Plan-S, shall pay \$1.00 for each prescription order at a participating pharmacy. (Currently Paid Prescription, a division of Blue Cross of Northern California).

93. New Teachers

New teachers must enroll in these plans by October 10, or within thirty (30) days of first date of employment. Insurance coverage will begin on the first day of the month for which premiums are paid.

94. Retirees

The District shall reimburse health and medical plan premiums for teachers, upon retirement under the State Teachers Retirement System, until said teachers become eligible for Medicare benefits.

95. Payroll Deduction Rights and Information

In addition to the foregoing District-paid plans, a teacher may authorize amounts to be withheld for premiums of certain group life, income protection, and liability insurance plans. Information on these programs may be obtained from representatives of the Association or from the Personnel Office.

96. Leave of Absence – Effect on Benefits

- a. Hospital, medical, dental and prescription drug coverages continue as part of the compensation of teachers on paid leaves of absence.
- b. Teachers on an authorized unpaid leave of absence may continue their hospital, medical, dental, and prescription drug coverages.
- c. Payment in advance for a three-month premium is required with either a cashier's check or money order. In the event of a price increase in any of the coverages, the teacher on leave will pay the increase with either a cashier's check or money order. A billing will be sent to the teacher on leave for immediate payment. It shall be the teacher's responsibility to notify the District of any change of address or family status to ensure continuity of coverages. Prepaid premiums must be received by the 10th of the preceding month in the office of the Director of Fiscal Services for coverages to continue effective. Coverages must continue without interruption in order to ensure eligibility and protection.

97. Duration of Benefits

- a. The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a teacher's employment terminate during the school year, he/she shall be entitled to continued coverage under the hospital, medical, dental, and prescription drug plans for a period not to exceed six (6) months. Such teacher shall pay the premium for the continued coverage on a month-to-month basis as provided in Section 96 c.
- b. Should a teacher's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such teacher shall be entitled to continued coverage on a month-to-month basis as provided in Section 96 c.

98. Property Damage

Employees shall be reimbursed for loss or damage to personal property occurring in the scope of employment of the employee under the following conditions:

- a. The loss or damage occurs through no fault of the employee.

- b. Payment is subject to a \$10.00 deductible per occurrence.
- c. The maximum reimbursement for any one loss shall not exceed \$100.00 except for articles of personal clothing when the maximum for any one loss shall be \$200.00.
- d. The deductible provision does not apply to damages to the clothing of an employee arising from an assault upon the employee.
- e. If an employee 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 a school administrator.
 - (3) The value of such articles is agreed upon by the employee and the administrator prior to its use at school and is recorded in writing.

99. Tax-Deferred Annuity Program

A teacher who is otherwise provided basic group medical coverage may opt to have the District pay \$40.00 per month into a District-approved tax-deferred annuity program in the teacher's name. Such payment will be in lieu of medical coverage paid by the District and will be initiated only following the teacher's certification, on a form prescribed by the District, of alternative coverage. This term shall be implemented commencing with the conclusion of the earliest possible "change in enrollment" period.

ARTICLE XVIII

SALARIES

100. Increase

Increases in the salary schedule applicable July 1, 1979, shall be as follows:

- a. Effective July 1, 1979, a 7% increase as shown on Appendix E.
- b. Effective March 1, 1980, a 3% increase as shown on Appendix F.

The increase assumes the level of funding stated in AB 8 (1979 Session). If the deflator clause in Section 100.5 of AB 8 (ch. 282, Stats 1979) becomes operative to reduce District revenue, then at the request of the District, the term on salary may be reopened.

- c. Effective July 1, 1980, a 6% increase as shown on Appendix G.

101. Regulations

The salary schedule will be implemented according to provisions in Appendix H.

102. Work Years of Different Length

All teachers who are required to serve for a work year different than that specified in Section 88 of this Agreement shall receive salary which is not less than that which bears the same ratio to the established annual salary as the length of the required work year bears to that specified in Section 88. A teacher who serves full time for one (1) semester shall receive no less than one-half annual salary.

103. Payroll Period

The payroll period shall be defined as monthly beginning with July 1. Salary warrants shall be delivered not later than the last day of each month. Salary payments for services in addition to the teacher's regular assignment shall be made not later than the 10th of each month.

104. Professional Growth

A requirement of six (6) units of professional growth is required of each teacher before the end of each five (5) year period from the date of his/her employment.

- a. If the professional growth requirement is not met by the teacher by the end of the summer following completion of the fifth year of service, (and verified before October 1 of that year) the teacher shall remain at the same salary level until the requirement is met. Teachers who fail to meet the professional growth requirements shall advance one step on the schedule at the beginning of the next fiscal year following fulfillment of the requirement.
- b. All college or university units submitted for professional growth credit must show evidence of satisfactory completion of the course requirements. Units must be given by an accredited university or college.

- c. Units of professional growth credit may be given for approved travel. For such units of credit, the employee must submit his/her itinerary in reasonable detail and a written report within thirty (30) days following his/her return, indicating his/her major educational value of the trip.
- d. Professional growth units may also be given for practical training and work experience in the field of one's teaching, for writing, and for other forms of constructive activities. Exhibit of the work accomplished together with a report indicating a detailed analysis of the contribution of the work to the teacher's effectiveness in his/her curricular field shall be submitted upon completion of the work.
- e. Units of professional growth credit may be given for active participation in committee work within the District. For purposes of this section, committee work shall include permanent committees such as curriculum committees and site/advisory councils. Credit of this kind may be given if all of the following standards are met:
 - (1) Fifteen hours of active committee meetings shall be required for one (1) unit of credit. All meetings will normally be held during the same school year. In those cases where the work of the committee involves more than one (1) school year, cumulative credit may be granted. Time spent in committee work of various kinds shall not be cumulative. Partial credit for committees which do not meet the time requirement shall not be given. Committee work shall be in addition to regular teaching assignment.
 - (2) Active participation in committee work shall be required for professional growth credit. This must be determined and certified by the chairman of the committee.
 - (3) Committee reports, curriculum studies, and recommendations made by the committee shall have the approval of the person to whom the committee is responsible.

A maximum of three (3) of the six (6) required units may be earned through committee work or committee work combined with travel or work experience. Credit for travel or work experience will be limited to a maximum of two (2) units.

105. Adult Education

Employees covered by this agreement who perform additional services in the Adult Education Program shall be compensated as follows:

a. Effective July 1, 1979:

Step 1	\$10.67/hour
Step 2	\$11.19/hour
Step 3	\$11.71/hour

b. Effective March 1, 1980:

Step 1	\$10.99/hour
Step 2	\$11.52/hour
Step 3	\$12.06/hour

c. Effective July 1, 1980:

Step 1	\$11.65/hour
Step 2	\$12.21/hour
Step 3	\$12.78/hour

To be placed on Step 2 the teacher must have served 1050 hours in the Adult Education Program by the end of the school year (July 1 – June 30) preceding that for which the advanced step placement is sought. Similarly, there must have been service of an additional 1050 hours for placement at Step 3.

106. Hourly Compensation

Teachers who are authorized to receive extra compensation on an hourly basis for work in addition to their regular assignment (i.e., summers, weekends, non-work days and evenings) shall receive eleven dollars and seventy-five cents (\$11.75) per hour for each additional hour computed to the nearest quarter hour. Assignments for which hourly compensation may be paid shall include but not be limited to:

Drivers Education
Summer School
Curriculum Development
Staff Development

ARTICLE XIX

ORGANIZATIONAL SECURITY

107. Maintenance of Membership

Employees who are members of the Association and have authorized, or who may authorize in the future, deductions of their Association dues, initiation and/or assessment fees, shall have such dues and fees deducted for the remainder of this Agreement.

108. Agency Shop

Employees who are not members of the Association shall as a condition of continued employment pay a service fee equivalent to unified Association dues commencing with the pay check for the first full calendar month following the approval of this agreement by the District. The employee shall have the option of paying the service fee directly to the Association on or before the first day of each month or having the service fee deducted from his/her monthly salary after having executed a payroll deduction authorization form. Such payment of a service fee shall continue as a condition of employment for the duration of this contract.

109. Remittance of Dues

The amounts deducted pursuant to sections 107 and 108 shall be remitted promptly to the Association with an alphabetical list of the employees from whom deducted.

110. Defense and Indemnification

The Association agrees to pay to the District one half the reasonable costs to the District, including one half the attorney fees, of defending or initiating action to enforce this provision and to indemnify the District against any claim, or action brought against the District in respect to the deductions herein required or any actions challenging enforcement of these provisions.

No action shall be taken by the District to enforce this provision unless the Association makes a written demand to do so.

111. Agency Shop Election

Section 108 shall not be effective unless the Public Employment Relations Board certifies that the employees in the unit have declared themselves in favor of the provision at an election held for that purpose.

ARTICLE XX APPLICATION

112. Application

- a. 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.
- b. Any individual teacher's Notice of Reelection shall be subject to the terms and conditions of this Agreement in the manner required by the law, regardless of whether the individual notice is signed prior to or subsequent to the date of execution of this Agreement.

ARTICLE XXI SAVINGS CLAUSE

113. Savings Clause

- a. **Savings**

If any provisions of this Agreement should be held invalid 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.

- b. **Reopener**

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 as soon as possible.

ARTICLE XXII TERM

114. Term

This Agreement shall remain in full force and effect through June 30, 1982.

115. Successor Agreement

The Association shall present its proposals for a Successor Agreement no later than March 10, 1982. The District shall give its initial responses no later than April 25, or six (6) weeks from the Association's presentation of its proposals, whichever is earlier.

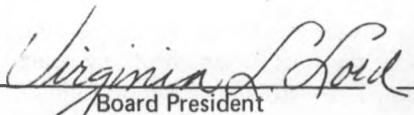
116. Reopeners

By mutual consent of both parties, which shall be set forth in writing, any provisions of this Agreement may be renegotiated at any time. The Association shall present its proposals on the following for the year 1981-82 prior to May 1. The District shall give its initial responses no later than six (6) weeks from such presentation.

- a. Article XVI, Employee Benefits, including any increase in premium, if present coverages are continued.
- b. Article XVII, Salaries

SIGNATURES

For the Board:


Virginia L. Lord
Board President

For the Association:


Neita Hildebrand
Association President

13 November 1979

Date

November 13, 1979

Date

NEGOTIATORS

For Mt. Diablo Unified School District

Robert Galgani
Howard Moorman
Paul Allen
Ralph Belluomini
Ralph Lopez
Jim Townley

For MDEA/CTA/NEA

Sandra Williams
Aleta Hildebrand
Jim Adams
Peggy Allsop
John Bedecarre
Cheryl Guyer

TENTATIVE 1979-80 SCHOOL CALENDAR
Mt. Diablo Unified School District

SCHOOL (Statistical) MONTH	"N" New Teacher Orientation "T" Work Day, All Teachers "B" Board Holiday "L" Legal Holiday Mon. Tues. Wed. Thurs. Fri.					Non-teaching Days N T B/L	Teaching Days	HOLIDAYS AND REPORT PERIODS			
	27	28	29	30(N)	31(N)						
August	27	28	29	30(N)	31(N)	2					
First	3(L)	4(T)	5*	6	7						
Sept. 3	10	11	12	13	14						
	17	18	19	20	21						
Sept. 28	24	25	26	27	28						
Second	1	2	3	4	5						
Oct. 1	8	9	10	11	12						
	15	16	17	18	19						
Oct. 26	22	23	24	25	26						
Third	29	30	31	1	2						
Oct. 29	5	6	7	8	9						
	12(L)	13	14	15	16						
Nov. 23	19	20	21	22(L)	23(B)						
Fourth	26	27	28	29	30						
Nov. 26	3	4	5	6	7						
	10	11	12	13	14						
Dec. 21	17	18	19	20	21						
Decemb	x 22 through January 6 - Christmas Vacation										
Fifth	7	8	9	10	11						
Jan. 7	14	15	16	17	18						
	21	22	23	24	25						
Feb. 1	28	29	30	31	1						
Sixth	4	5	6	7	8						
Feb. 4	11(B)	12(L)	13(B)	14(B)	15(B)						
	18(I)	19	20	21	22						
Feb. 29	25	26	27	28	29						
Seventh	3	4	5	6	7						
Mar. 3	10	11	12	13	14						
	17	18	19	20	21						
Mar 28	24	25	26	27	28						
Eighth	31(B)	1(B)	2(B)	3(B)	4(B)						
Mar. 31	7	8	9	10	11						
	14	15	16	17	18						
Apr. 25	21	22	23	24	25						
Ninth	28	29	30	1	2						
Apr. 28	5	6	7	8	9						
	12	13	14	15	16						
May 23	19	20	21	22	23						
Tenth	26(L)	27	28	29	30						
May 26	2	3	4	5	6						
June 13	9	10	11	12(B)	13(B)						
	TOTALS					2	1	18	176		

Note: All certificated personnel NEW to the District are required to report for orientation

on August 30 & 31, 1979.

All NEW and RETURNING certificated personnel are required to report for a pre-school

work day on Tuesday, September 4, 1979.

Draft 5/14/79

APPENDIX A

1980-1981 SCHOOL CALENDAR
Mt. Diablo Unified School District

SCHOOL (Statistical) MONTH	"N" New Teacher Orientation "T" Work Day, All Teachers "B" Board Holiday "L" Legal Holiday					Non-teaching Days	Teach ing Days	HOLIDAYS AND REPORT PERIODS		
	Mon.	Tues.	Wed.	Thurs.	Fri.			N	T	B/L
August	25	26	27	28(N)	29(N)	2				
First	1(L)	2(T)	3*	4	5					
Sept. 1	8	9	10	11	12					
	15	16	17	18	19					
Sept. 26	22	23	24	25	26					
Second	29	30	1	2	3					
Sept. 29	6	7	8	9	10					
	13	14	15	16	17					
Oct. 24	20	21	22	23	24					
Third	27	28	29	30	31					
Oct. 27	3	4	5	6	7					
	10(B)	11(L)	12	13	14					
Nov. 21	17	18	19	20	21					
Fourth	24	25	26	27(L)	28(B)					
Nov. 24	1	2	3	4	5					
	8	9	10	11	12					
Dec. 19	15	16	17	18	19					
<u>December 20 through January 4 - Christmas Vacation</u>										
Fifth	5	6	7	8	9					
Jan. 5	12	13	14	15	16					
	19	20	21	22	23					
Jan. 30	26	27	28	29	30					
Sixth	2	3	4	5	6					
Feb. 2	9(B)	10(B)	11(B)	12(L)	13(B)					
	16(L)	17	18	19	20					
Feb. 27	23	24	25	26	27					
Seventh	2	3	4	5	6					
March 2	9	10	11	12	13					
	16	17	18	19	20					
March 27	23	24	25	26	27					
Eighth	30	31	1	2	3					
March 30	6	7	8	9	10					
	13(B)	14(B)	15(B)	16(B)	17(B)					
April 24	20	21	22	23	24					
Ninth	27	28	29	30	1					
April 27	4	5	6	7	8					
	11	12	13	14	15					
May 22	18	19	20	21	22					
Tenth	25(L)	26	27	28	29					
May 25	1	2	3	4	5					
	8	9	10	11	12(B)					
	TOTALS					2	1	18	176	
1st Semester:	89 Teaching Days					Total NEW Teachers' Work Days . . . 179				
2nd Semester:	87 Teaching Days					Total RETURNING Teachers' Work Days 177				
176 Teaching Days										

Note: All certificated personnel NEW to the District are required to report for orientation on AUGUST 28 and 29, 1980
All NEW and RETURNING certificated personnel are required to report for a pre-school Work Day (Orientation) on TUESDAY, SEPTEMBER 2, 1980.

319/6
12/12/79

APPENDIX B

1981-1982 SCHOOL CALENDAR
Mt. Diablo Unified School District

SCHOOL (Statistical) MONTH	"N" New Teacher Orientation "T" Work Day, All Teachers "B" Board Holiday "L" Legal Holiday					Non-teaching Days	Teaching Days	HOLIDAYS AND REPORT PERIODS			
	Mon.	Tues.	Wed.	Thurs.	Fri.			N	T	B/L	
August	24	25	26(N)	27(N)	28(T)	2	1				Aug. 26 & 27 Orientation - New Teachers
First	31*	1	2	3	4						Aug. 28 Work Day, All Teachers
Aug. 31	7(L)	8	9	10	11						*Aug. 31 Classes Begin
	14	15	16	17	18						Sept. 7 Labor Day
Sept. 25	21	22	23	24	25						
Second	28	29	30	1	2						
Sept. 28	5	6	7	8	9						
	12	13	14	15	16						20
Oct. 23	19	20	21	22	23						
Third	26	27	28	29	30						Oct. 30 End FIRST REPORT PERIOD
Oct. 26	2	3	4	5	6						44 Teaching Days
	9	10	11(L)	12	13						Nov. 11 Veterans' Day
Nov. 20	16	17	18	19	20						
Fourth	23	24	25	26(L)	27(B)						Nov. 26 Thanksgiving Day
Nov. 23	30	1	2	3	4						Nov. 27 Board Holiday
	7	8	9	10	11						
Dec. 18	14	15	16	17	18						Dec. 19 through Jan. 3, 1982
	December 19 through January 3 - Christmas Vacation										Christmas Vacation
Fifth	4	5	6	7	8						Jan. 15 End SECOND REPORT PERIOD
Jan. 4	11	12	13	14	15						42 Teaching Days
	18	19	20	21	22						Jan. 15 End FIRST SEMESTER
Jan. 29	25	26	27	28	29						86 Teaching Days
Sixth	1	2	3	4	5						Feb. 12 Lincoln's Birthday
Feb. 1	8	9	10	11	12(L)						Feb. 15 Washington's Birthday
	15(L)	16(B)	17(B)	18(B)	19(B)						Feb. 12 through 21 Winter Vacation
Feb. 26	22	23	24	25	26						
Seventh	1	2	3	4	5						March 26 End THIRD REPORT PERIOD
Mar. 1	8	9	10	11	12						44 Teaching Days
	15	16	17	18	19						
Mar. 26	22	23	24	25	26						April 3 through 11 Spring Vacation
Eighth	29	30	31	1	2						April 26 through 30 - Public Schools Week (Tentative)
Mar. 29	5(B)	6(B)	7(B)	8(B)	9(B)						
	12	13	14	15	16						
Apr. 23	19	20	21	22	23						May 31 Memorial Day
Ninth	26	27	28	29	30						June 8 End FOURTH REPORT PERIOD
Apr. 26	3	4	5	6	7						46 Teaching Days
	10	11	12	13	14						
May 21	17	18	19	20	21						
Tenth	24	25	26	27	28						
May 24	31(L)	1	2	3	4						
June 11	7	8	9(B)	10(B)	11(B)						
	Totals					2	1	19	176		
1st Semester:	86 Teaching Days					Total	NEW Teachers' Work Days . . . 179				
2nd Semester:	90 Teaching Days					Total	RETURNING Teachers' Work Days 177				
	176										

Note: All certificated personnel NEW to the District are required to report for orientation on August 26 and 27, 1981.

All NEW and RETURNING certificated personnel are required to report for a pre-school Work Day (Orientation) on FRIDAY, AUGUST 28, 1981.

319/7
12/12/79

APPENDIX C

MT. DIABLO UNIFIED SCHOOL DISTRICT OF CONTRA COSTA COUNTY, CALIFORNIA
1936 Carlotta Drive
Concord, California 94519

NOTICE OF ELECTION - Certificated Employee
PART-TIME EMPLOYMENT

AS PROVIDED UNDER EDUCATION CODE 22724, 44922 and 45024

NOTICE IS HEREBY 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 & Date: Effective on _____, the Governing Board of this School District and the above-named employee mutually agree and 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: _____ (per California Education Code Section 44842)
 - c. Salary: \$ _____ per year. Class _____ Step _____
 - d. Payable: _____ installments of \$ _____ beginning _____
 - e. Period (term) of contract: _____
 - f. Sick leave cumulated as of _____ is _____ days.
3. The Board hereby employs Employee as a certificated employee of the District under the terms stated above. The salary will be changed during the course of this contract as required to maintain the correct pro-rata relationship to salaries negotiated with the teachers' bargaining unit. 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 5-year part-time employment period the Employee is required to submit a resignation. Resignation may occur before the end of the 5-year period. A part-time employment plan of less than 5 years, terminated by resignation, may be designed.
8. ARTICLE X, Teacher Transfer, of agreement operable on November 13, 1979, 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 of Student Day	Pay Per Period
6 periods	1/5 full time rate
7 periods	1/6 full time rate

NOTICE OF ELECTION - Certificated Employee
PART-TIME EMPLOYMENT Page 2

10. This contract is subject to the laws of the State of California, to the rules and regulations of the State Board of Education and 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 evidencing 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 his/her 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.

MT. DIABLO UNIFIED SCHOOL DISTRICT

BY: _____
Secretary of the Governing Board

ACCEPTANCE

I accept this above offer of employment and all its terms and conditions.

Dated: _____ Employee's Signature _____
(Sign, date, and return yellow copy to Personnel Office)

IMPORTANT NOTE TO EMPLOYEE: This offer must be accepted and returned to the District Personnel Office before July 1. Otherwise the Employee shall be deemed to have declined the employment.

Education Code 44842

"If, without good cause, a permanent employee of a school district fails prior to July 1st of any school year to notify the governing board of the district of his 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 him, or mailed to him by United States certified mail with return receipt requested to his last known place of address, by the clerk or secretary of the governing board of the school district, not later than the preceding May 30th, he may be deemed to have declined employment and his services as an employee of the district may be terminated on June 30th of that year."

MT. DIABLO UNIFIED SCHOOL DISTRICT

1979-80 TEACHERS' SALARY SCHEDULE

Adopted November, 1979

Effective July 1, 1979

Steps	BA Class I	16 Class II	30 Class III	45 Class IV	60 Class V	75 Class VI
1	\$10,666	\$11,287	\$11,909	\$12,532	\$13,156	\$13,776
2	11,186	11,815	12,454	13,098	13,744	14,398
3	11,706	12,346	12,997	13,667	14,338	15,021
4	12,228	12,873	13,543	14,236	14,927	15,644
5	12,617	13,403	14,089	14,802	15,519	16,292
6	13,007	13,931	14,631	15,371	16,110	16,936
7	13,396	14,321	15,176	15,938	16,702	17,581
8	13,784	14,709	15,722	16,510	17,292	18,249
9	14,174	15,100	16,150	17,074	17,914	18,918
10	14,562	15,487	16,576	17,642	18,535	19,585
11	14,951	15,876	17,004	18,110	19,159	20,288
12	15,342	16,267	17,431	18,576	19,782	20,988
13			17,860	19,043	20,403	21,687

Beginning Year	
16	21,868*
19	22,049*
22	22,230*

Placement Regulations:

- Class I Teachers with a Bachelor's Degree and a Credential.
 Class II Teachers with an A.B. Degree plus 15 semester units.
 Class III Teachers with an A.B. Degree plus 30 semester units.
 Class IV Teachers with an A.B. Degree plus 45 semester units.
 Class V Teachers with an A.B. Degree plus 60 semester units.
 Class VI Teachers with an A.B. Degree plus 75 semester units.

Certified Personnel with a Master's Degree receive \$470 above teacher salary placement.

NOTE: Steps below dotted line available only to persons hired prior to 1967-68 school year.

"Certified Personnel on the maximum step of Class VI of the Teachers' Salary Schedule will receive career increments according to the following schedule. The value of each career increment is \$181.

One career increment at the beginning of the 16th year of credited service and continuing thereafter.

Two career increments at the beginning of the 19th year of credited service and continuing thereafter.

Three career increments at the beginning of the 22nd year of credited service and continuing thereafter.

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. Lower-division courses are not acceptable for original placement.

All classification units must conform to District requirements.

Of the 15 units required to move from one class to another, 4 units of lower-division credit may be allowed. To insure classification credit, advance approval must be obtained from the Personnel Office.

Credit for teaching experience outside the District, and 1 year of credit for military service shall be given, to a maximum of 5 years for both. The maximum placement for teachers new to the District shall be Step 6 in any class. To count as a year of experience at least 75% of the school year must have been taught.

Health Insurance: Employee and family coverage for health insurance is fully paid by the District.

Dental Insurance: Dental Insurance coverage for employee and family is fully paid by the District.

Prepaid Prescription: Prepaid prescription coverage for employee and family is fully paid by the District.

APPENDIX E

MT. DIABLO UNIFIED SCHOOL DISTRICT

1979-80 TEACHERS' SALARY SCHEDULE

Adopted November, 1979

Effective March 1, 1980

Steps	BA Class I	16 Class II	30 Class III	45 Class IV	60 Class V	75 Class VI
1	\$10,986	\$11,626	\$12,266	\$12,908	\$13,551	\$14,189
2	11,522	12,169	12,828	13,491	14,156	14,830
3	12,057	12,716	13,387	14,077	14,768	15,472
4	12,595	13,259	13,949	14,663	15,375	16,113
5	12,996	13,805	14,512	15,246	15,985	16,781
6	13,397	14,349	15,070	15,832	16,593	17,444
7	13,798	14,751	15,631	16,416	17,203	18,108
8	14,198	15,150	16,194	17,005	17,811	18,796
9	14,599	15,553	16,635	17,586	18,451	19,486
10	14,999	15,952	17,073	18,171	19,091	20,173
11	15,400	16,352	17,514	18,653	19,734	20,897
12	15,802	16,755	17,954	19,133	20,375	21,618
13			18,396	19,614	21,015	22,338

Beginning Year

16	22,519*
19	22,700*
22	22,881*

Placement Regulations:

Class I Teachers with a Bachelor's Degree and a Credential.

Class II Teachers with an A.B. Degree plus 15 semester units.

Class III Teachers with an A.B. Degree plus 30 semester units.

Class IV Teachers with an A.B. Degree plus 45 semester units.

Class V Teachers with an A.B. Degree plus 60 semester units.

Class VI Teachers with an A.B. Degree plus 75 semester units.

Certificated Personnel with a Master's Degree receive \$470 above teacher salary placement.

NOTE: Steps below dotted line available only to persons hired prior to 1967-68 school year.

*Certificated Personnel on the maximum step of Class VI of the Teachers' Salary Schedule will receive career increments according to the following schedule. The value of each career increment is \$181.

One career increment at the beginning of the 16th year of credited service and continuing thereafter.

Two career increments at the beginning of the 19th year of credited service and continuing thereafter.

Three career increments at the beginning of the 22nd year of credited service and continuing thereafter.

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. Lower-division courses are not acceptable for original placement.

All classification units must conform to District requirements.

Of the 15 units required to move from one class to another, 4 units of lower-division credit may be allowed. To insure classification credit, advance approval must be obtained from the Personnel Office.

Credit for teaching experience outside the District, and 1 year of credit for military service shall be given, to a maximum of 5 years for both. The maximum placement for teachers new to the District shall be Step 6 in any class. To count as a year of experience at least 75% of the school year must have been taught.

Health Insurance: Employee and family coverage for health insurance is fully paid by the District.

Dental Insurance: Dental Insurance coverage for employee and family is fully paid by the District.

Prepaid Prescription: Prepaid prescription coverage for employee and family is fully paid by the District.

APPENDIX F

MT. DIABLO UNIFIED SCHOOL DISTRICT

1979-80 TEACHERS' SALARY SCHEDULE

Adopted November, 1979

Effective July 1, 1980

Steps	BA Class I	15 Class II	30 Class III	45 Class IV	60 Class V	75 Class VI
1	\$11,645	\$12,324	\$13,002	\$13,682	\$14,364	\$15,040
2	12,213	12,899	13,598	14,300	15,005	15,720
3	12,780	13,479	14,190	14,922	15,654	16,400
4	13,351	14,055	14,786	15,543	16,298	17,080
5	13,776	14,633	15,383	16,161	16,944	17,788
6	14,201	15,210	15,974	16,782	17,589	18,491
7	14,626	16,836	16,569	17,401	18,235	19,194
8	15,050	16,069	17,166	18,025	18,880	19,924
9	15,475	16,486	17,633	18,641	19,558	20,655
10	15,899	16,909	18,097	19,261	20,236	21,383
11	16,324	17,333	18,565	19,772	20,918	22,151
12	16,750	17,760	19,031	20,281	21,598	22,915
13			19,500	20,781	22,276	23,678

Beginning Year

16	23,859*
19	24,040*
22	24,221*

Placement Regulations:

- Class I Teachers with a Bachelor's Degree and a Credential.
 Class II Teachers with an A.B. Degree plus 15 semester units.
 Class III Teachers with an A.B. Degree plus 30 semester units.
 Class IV Teachers with an A.B. Degree plus 45 semester units.
 Class V Teachers with an A.B. Degree plus 60 semester units.
 Class VI Teachers with an A.B. Degree plus 75 semester units.

Certificated Personnel with a Master's Degree receive \$470 above teacher salary placement.

NOTE: Steps below dotted line available only to persons hired prior to 1967-68 school year.

*Certificated Personnel on the maximum step of Class VI of the Teachers' Salary Schedule will receive career increments according to the following schedule. The value of each career increment is \$181.

One career increment at the beginning of the 16th year of credited service and continuing thereafter.

Two career increments at the beginning of the 19th year of credited service and continuing thereafter.

Three career increments at the beginning of the 22nd year of credited service and continuing thereafter.

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. Lower-division courses are not acceptable for original placement.

All classification units must conform to District requirements.

Of the 15 units required to move from one class to another, 4 units of lower-division credit may be allowed. To insure classification credit, advance approval must be obtained from the Personnel Office.

Credit for teaching experience outside the District, and 1 year of credit for military service shall be given, to a maximum of 5 years for both. The maximum placement for teachers new to the District shall be Step 6 in any class. To count as a year of experience at least 75% of the school year must have been taught.

Health Insurance: Employee and family coverage for health insurance is fully paid by the District.

Dental Insurance: Dental Insurance coverage for employee and family is fully paid by the District.

Prepaid Prescription: Prepaid prescription coverage for employee and family is fully paid by the District.

SALARY SCHEDULE FOR TEACHERS - REGULATIONS

1. Placement on Schedule

A teacher shall be placed in the proper classification on the schedule (Class I through VI), according to academic qualifications. The classes are as follows:

Placement Regulations:

Class I	Teachers with an A.B. Degree and a Provisional or regular credential
Class II	Teachers with an A.B. Degree plus 15 semester units
Class III	Teachers with an A.B. Degree plus 30 semester units
Class IV	Teachers with an A.B. Degree plus 45 semester units
Class V	Teachers with an A.B. Degree plus 60 semester units
Class VI	Teachers with an A.B. Degree plus 75 semester units

A teacher employed with the Standard Designated Services Credential for Vocational Education with training and experience other than an A.B. Degree shall be initially placed in Class I of the salary schedule. Subsequent classification credits earned will enable the employee to move through the salary schedule as if he possessed the A.B. Degree. Prior related work experience may be credited on a year-for-year basis to a maximum of 5 years at the discretion of the Assistant Superintendent, Administrative and Personnel Services.

For classification purposes, the units required must be earned in courses from accredited colleges or universities. For original classification purposes, the units must be taken after the date of the Bachelor's Degree. Lower-division courses are not accepted for original placement.

A teacher shall be placed initially on the proper step in the class according to his/her teaching experience. Years of experience for placing the teacher on his/her proper step shall be computed as follows:

- A. All experience within the District shall be credited on a 1:1 basis.
- B. Credit for experience outside the District shall be given on a 1:1 basis, to a maximum of five (5) years.
- C. To count as a year of experience, an employee must have rendered service for 75% of the work days during the school year.
- D. Credit for military service shall be given on a 1:1 basis to a maximum of one (1) year.

The maximum credit for experience for any new employee shall be five years. The maximum placement for a new employee in any class shall be at Step 6.

2. Reclassification

For salary reclassification purposes units will be accepted only under the following conditions:

1. The units are demonstrably related to increasing teacher competence in his/her teaching field as reflected by his/her credential.
2. The units are demonstrably related to a course of study designed to add teaching specialties, earn an additional degree, or earn an additional credential.
3. Credit may be granted for other courses that are related to the personal professional development of the teacher when such courses are relevant to the teacher's instructional responsibilities.

Courses approved for reclassification purposes shall be upper division or graduate level from an accredited institution. A maximum of 4 units for every 15 unit class may be lower division as long as they meet the criteria listed above.

Work completed by the teacher for reclassification must be submitted to the Personnel Office in writing prior to October 1 for revision of the Notice of Reelection for the current year.

Supplemental Compensation:

Teachers assigned to positions entitled to extra compensation for special duties shall receive the following addition to the salary provided for their placement on the salary schedule:

Counselors (H.S. & Int.): \$1,268 (supplement for full-time counselor)

High School Department Chairperson:

1 to 4 teachers (Incl. Chairperson)	\$381
5 to 9 teachers (Incl. Chairperson)	\$507
10 or more teachers (Incl. Chairperson)	\$834

Elementary Administrative Assistant \$634

Resource Teachers \$507

Teachers on Special Assignment \$507

Technical Librarian 20 days additional salary based on salary placement

Teachers assigned to the following duties in addition to their teacher assignments shall receive extra compensation as follows:

Athletic Coaches:

Football	\$1,163
Assistant Football	989
Trainer	989
Basketball	1,046
Assistant Basketball	889
Baseball	1,046
Assistant Baseball	889
Track	1,046
Assistant Track	889
Cross Country	930
Tennis	930
Swimming	930
Wrestling	1,046
Assistant Wrestling	889
Gymnastics	1,046
Volleyball	930
Assistant Volleyball	790
Athletic Director	1,395
Athletic Coordinator	1,279

Director of each major high school drama production \$ 310 for each production, to a maximum of 3 productions per school year for each school.

High School Band Director: \$ 930

6178-0086188f011-01

JAN 7 1980
FEB 1 1980 - 80 U.S. Department of Labor



ccg

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

O.M.B. No. 44-R0003
App. exp. March 31, 1980

January 3, 1980

Chief of Employee Relations
Civil Service Department
1936 Carlotta Drive
Concord, California 94519

Gentlemen:

The Bureau of Labor Statistics maintains a file of selected private and public sector agreements for use by private parties and government agencies, and as a basis for the Bureau's agreement provision studies. We would appreciate receiving a copy of your current agreement(s) and/or related documents, identified below, together with any related supplements (e.g., pension, health and welfare, and SUB plans) or wage schedules.

As listed on the reverse side.

For statistical purposes, we also need the information requested below. You may return this form, your agreement(s) and supplements in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return this form.

The file is available for your use, as provided by Section 211 of the Labor Management Relations Act of 1947, except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, please check this box.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement or more than one employer is covered by this agreement, provide information on the back of this form. (Please Print)

1. Approximate number of employees involved 2800

see reverse side

2. If multiemployer contract, indicate the number of employers --

3. General location of agreement (city, State, or region) Concord, California

4. Product, service, or type of business Public School District

7-1-79

6-30-82

5. Effective date 11-29-77 and expiration date 6-30-80

Your Name and Position

Area Code/Telephone Number

Howard Moorman, Asst. Supt., Administrative and Personnel 415 682-8000

Address

City/State/ZIP Code

1936 Carlotta Drive,

Concord, CA 94519

BLS 2451 December 1976

Employer, Product, Service or Type of Business	Name of Union or Association	Number of Employees Normally Covered by Agreements
Mt. Diablo Unified School District: First: Teachers' Agreement	Mt. Diablo Education Assn.	1800
First: Teachers' Aides Agmt. (including secretaries, and clerical employees).		500 ↑ Per phone call \$4-80, Cag.