

**Tentative Agreement
Mountain View Whisman School District and
Mountain View Educators Association
2018-2019 Reopener Negotiations**

June 5, 2018

The current Collective Bargaining Agreement (2016-2019) between the District and Association shall remain in full force and effect, except as provided in this proposal:

Article 3. Hours

See tentative agreement, dated June 5, 2018 (attached).

Article 4. Assignments, Reassignments, Transfers and Filling of Vacancies

No changes, status quo, District's proposals withdrawn on June 5, 2018.

Article 5. Compensation and Benefits

- Amend Article and applicable salary schedules to provide a five percent (5%) ongoing salary schedule increase, effective July 1, 2018.
- Beginning with the 2018-2019 school year, as part of annual salary, pay two thousand dollars (\$2,000.00) each for no more than two (2) of the following degrees/certification:
 - Master's Degree
 - Doctorate Degree
 - National Board Certification for Teachers

Article 7. Class Size

See tentative agreement, dated June 5, 2018 (attached).

Dated: June 5, 2018

District:

Armen D. Hupels
Robert Clark
Allyssa Caspi
Leidi Smith
W. Kobata
Paul

Association:

[Signature]
Chris Van
Teresa Davis
[Signature]

Tentative Agreement

June 5, 2018

District Proposal to MVEA

April 2, 2018 (pm proposal)

In response to MVEA's proposed MOU received on March 22, 2018, the District proposes to amend Article 3 as indicated below:

ARTICLE 3

HOURS

3.1

Professional Workday

The regular professional workday shall include the following:

3.1.1	Student contact time/Daily Average Instructional Minutes	
	Kindergarten	290 minutes
	Grades 1-3	300 minutes
	Grades 4-5	320 minutes
	Grades 6-8	320 minutes

3.1.2 Fifteen (15) minutes before the beginning ~~and after the end~~ of a unit member's individual instructional schedule each day, all bargaining unit members shall be on site and available to students, parents, and staff members.

3.1.3 Unit members shall perform professional responsibilities necessary to meet the needs of the educational program including regular communication with students and parents about academic matters, grades, and other educationally relevant issues. Professional responsibilities include participating in yard duty, staff meetings, district-wide grade level meetings, individual meetings with site administration, preparation time, collaboration time, Back-to-School Night in the Fall, Open House in the Spring, IEPs,

- 3.1.3.4** The District agrees to give four (4) working days notification for any required district or site group meetings, unless a shorter notification period is mutually agreed upon.
- 3.1.4** The site administrator may call an emergency staff meeting outside of the schedule developed under 3.1.3.2.
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- 3.1.5** The workday for bargaining unit members employed less than full-time shall be based as nearly as reasonably possible on an equivalent portion of the normal teaching day for full-time bargaining unit members.
- 3.1.5.1** Bargaining Unit members employed less than full-time will attend all required in-service meetings, parent conferences, Back-to-School Night, Open House, and meetings with students. Other responsibilities of a part-time assignment (faculty meetings, grade level or department meetings) shall be prorated according to a plan mutually agreed to by the part-time employee and his/her immediate supervisor. (Example: a 40% teacher could attend 40% of the faculty meeting dates in a school year.) Part-time employees shall assume responsibility for gaining pertinent information from meetings that they did not attend. The District shall calculate the number of required days worked by each part-time employee and pay the appropriate pro rata salary.
- 3.1.6** Task Force members preparing for, or offering in-service workshops and regular members of committees who meet outside the professional workday or beyond the teachers' work year, shall be compensated as provided in Section 5.8. These committees shall include:
- a. Curricular task forces/council
 - b. Safety Committee Members
 - c. Student Study Team Members
 - d. MVEA Negotiating Team
 - e. Special committees with approval of Superintendent
 - f. Site Committees that are legally required by law; for example School Site Council
- 3.1.6.1** The parties agree that the intent of the Collective Bargaining Agreement relative to sections 3.1.3 and 3.1.6 is that a bargaining unit member who

and/or release time for scheduling and implementation of teacher professional development.

- 3.1.7.3 Site based staff development: School sites administrators shall seek input from unit members for site based staff development. Input may be obtained through site based committees (that typically include teachers and TOSAs), through surveys, email communications, and other communication. In the event of an emergency as determined by District Administration which necessitates an immediate response to train teachers, the site administrator shall not be required to seek input.

An emergency is defined as a sudden unexpected happening, or unforeseen circumstance or a sudden or unexpected occasion for action.

- 3.1.7.4 The District and the Association will jointly evaluate the effectiveness of the staff development trainings offered throughout the school year by surveying teachers prior to the end of the school year and jointly report those results to the Board of Education.

3.2

Preparation Time Within the Regular Workday

For full-time bargaining unit members at the middle schools, two periods during an eight period day shall have an average of one uninterrupted class period (based upon a seven period day) be utilized as follows: set aside each day one for preparation purposes unless an unusual circumstance arises, (e.g. emergency drills, state mandated testing and one, though primarily used for collaboration with co-teachers and other instructional staff as described in section 3.5 (Collaboration Time), may also be used for preparation as needed. Bargaining unit members at the middle schools who have a regularly assigned class period that takes place before or after the usual school day, shall have one additional period each day, which shall be duty free. Should a scheduling problem arise, the solution shall be reached by mutual agreement of the teachers and the administrators involved.

- 3.2.1 If a bargaining unit member loses a preparation period, the bargaining unit member shall be compensated in accordance with section 5.8 of this

Minimum days shall be established by the Board for the purposes of parent conferencing, in-service, Back-to-School nights, or other needs determined by the Board.

3.3.1 Minimum days shall be established by the Board for the week of fall conferences at all levels. Each elementary school and each middle school shall receive substitutes to cover release time for spring conferences to be determined by the principal. (Conferences shall be scheduled at times mutually agreeable to the teacher and the parents.)

3.3.2 One of the District's designated minimum days shall be used for bargaining unit members' preparation on the day of Back-to-School night or Open House, to be determined by the staff.

3.3.3 A minimum day shall be considered a regular work day for staff.

3.4 Additional Minimum Days in Support of School Records

The last Friday of the week preceding the end of each trimester and the last student day of the school year shall be a minimum day for all bargaining unit members to work on school records.

3.4.1 A total of four (4) minimum days will be scheduled pursuant to this section each school year. This provision does not modify the practices of the District or provisions of the Collective Bargaining Agreement relative to the scheduling of other minimum days during the work year.

3.5 Release Day for Co-Teachers

~~For grades 5-8, a half-day or full-day release day per trimester shall be available to unit members serving in a co-teaching assignment for collaboration and preparation with co-teachers and resource specialists as follows:~~

~~■ ½ day for content area co-teachers (ELA and Math) per trimester~~

~~■ 1 day for resource teachers per trimester~~

The K-8 principal will, prior to the beginning of the school year, ask for volunteers. Selection from the list of volunteers will be at the principal's discretion with those teachers with administrative credentials or in a formal administrative credentials program given strong consideration. An alternative teacher-in-charge will also be chosen from the list. If there are no volunteers from the staff, the principal, in the same manner will solicit staff and then select a teacher-in-charge and alternate teacher-in-charge. The alternate teacher-in-charge will fill in if the teacher-in-charge is not available.

3.6.2 Job Description:

The teacher-in-charge is responsible for the entire school site in the absence for the principal and is expected to handle problems or situations that need immediate attentions such as:

- a. Emergencies
- b. Suspensions
- c. Scheduling changes
- d. Parent conflicts
- e. Emergency phone tree
- f. Traffic, bus schedules or yard duty as needed

Each teacher-in-charge will have a designated District Office or administrative person to contact in case the principal cannot be reached. The school site office staff will take direction from, and work closely with, the teacher-in-charge.

3.6.3 Length of Time:

Upon mutual agreement, a substitute teacher may be hired to substitute for the teacher-in-charge if the administrator is out for a full day or more. The district or site, depending upon the reason for the principal's absence, will cover the cost of the substitute.

3.6.4 Compensation:

The teacher-in-charge shall be compensated in accordance with Section 5.9.

ARTICLE 7 CLASS SIZE

7.1

Maximum Class Size

Maximum class size shall be:

K-3	24
4-5	30
6-8	180 contacts per day or 33 in any one core class period
Physical Education 6-8	45
Combination Classes K-3	24 ⁶ **
Combination Classes 3-4	27
Combination Classes 4-5	28
Resource Specialist	28 active IEPs
Speech and Language	55 active IEPs
Special Day Classes K – 5	12 active IEPs
Special Day Classes 6-8	16 active IEPs with period maximum at 12

Note 1: Notwithstanding the above-listed maximum class sizes for grades K-3, the district may continue to take advantage of current Class Size Reduction penalty flexibility. If District utilizes such flexibility, the class size at grades K-3 will be a school-wide average of 24:1 with a maximum of 27 per class and ~~26~~ 24 in combination classes. **If any K-3 class size exceeds a maximum of 27 (~~26~~ 24 in a combination class), District will provide overload compensation as provided in Section 7.5 of Article 7.

Note 2: It is the intent to maintain an adult-student ratio of 1:6 in SDC classes K-8. An aide shall be provided in order to maintain the 1:6 adult-student ratio in SDC classes. When an SDC class K-8 exceeds 12 students and additional SDC aide time is unavailable, overload options will be available, as set forth in section 7.6.1 of this Agreement.

Note 3: It is the District's goal to maintain an average of approximately 40 students in PE classes.

7.1.1 Traditional large group classes such as Music, Computers, and Art shall not be included in this limitation.