

TENTATIVE AGREEMENT

Mountain View Whisman School District (District) and Mountain View Educators Association (MVEA) Successor Contract Negotiations April 8, 2020

The collective bargaining agreement between the District and MVEA which expired on June 30, 2019 shall remain in full force and effect, except as amended in this document, and as provided in the attached tentative agreements. The District and MVEA agree as follows:

Cover page and Article 1 Preamble

Amend to reflect a new term of agreement, July 1, 2019 through June 30, 2022.

Article 3 Hours

See April 8, 2020 Tentative Agreement (attached)

Article 5 Compensation and Benefits

See April 8, 2020 Tentative Agreement (attached)

Article 6 Organizational Security

See November 13, 2019 Tentative Agreement (attached)

Article 8 Professional Growth and Development

See November 13, 2019 Tentative Agreement (attached)

Article 12 Leaves

See April 8, 2020 Tentative Agreement (attached)

CLG
4-10-20

TENTATIVE AGREEMENT

Article 3

Hours

April 8, 2020

The parties agree to maintain status quo practices related to this Article for the remainder of the current school year.

In May and June 2020, MVEA and the District negotiations teams shall meet on Article 3 and negotiable impacts related to the District's decision to implement SB 328 later starting times for the 2020-2021 school year. Each team may invite up to 3 additional stakeholders to participate in such meetings.

Upon agreement on such issues in May/June 2020, MVEA's pending grievance regarding instructional minutes, last amended on March 10, 2020, shall be withdrawn. Until that time, the grievance shall be held in abeyance. If no agreement is reached MVEA has the right to continue the grievance process.

C-17-10-20

TENTATIVE AGREEMENT
Article 5
Compensation and Benefits
April 8, 2020

The parties agree to amend the 2019-2020 salary schedule to provide a three percent (3%) salary schedule increase, effective July 1, 2019. Section 5.10 of the Agreement shall be amended to include the following additional language:

Effective July 1, 2019, the salary schedule shall be revised as provided in Attachment A hereto.

In addition, each unit member shall also receive a one-time off-schedule payment of two and one-half percent (2.5%), which shall be pro-rated for part-time employees and late start employees.

To be eligible for the compensation increases described above (on schedule and off), the unit member must be employed by the District and in paid status as of the date the Governing Board approves this Tentative Agreement.

LMSK 11/13/19
C. H. H. H. H.
11/13/19
2:53 pm

MVWSD RESPONSE AND COUNTER TO MVEA

Article 6

November 13, 2019

ARTICLE 6

ORGANIZATIONAL SECURITY

6.1 The District shall not deter or discourage employees or employee applicants from becoming or remaining members of the Association, or from authorizing representation by the Association, or from authorizing dues or fee deductions to the Association.

6.2 Dues Deduction Authorization

Any bargaining unit member who is a member of the MVEA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues in the Association **on a form provided by the Association. The Association shall provide the District with a list of unit members who have signed such authorization forms.** Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

6.2

Agency Fee

~~Any bargaining unit member who is not a member of the MVEA/CTA/NEA, (Association) or who does not make application for membership within thirty (30) days from the date of commencement of assignment duties within the bargaining unit, shall become a member of the Association or pay to the Association an agency fee in an amount not to exceed the unified membership dues payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such an agency fee in the same manner as provided in Section 6.1, of this Article. In the event that a unit member does not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 6.1, the Association~~

~~shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in section 6.1. of this Article. There shall be no charge to the Association for such statutory agency fee deductions.~~

6.32 The revocable written authorization form developed by the Association for payroll deduction of membership dues and/or assessments payable to the Association shall remain in effect according to the terms and conditions set forth on the authorization form. developed by the Association. The Association shall timely provide the District a written notice of any dues deduction revocations or other changes.

~~6.2.1 Any bargaining unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support MVEA/CTA/NEA (the Association) as a condition of employment; except that such unit member shall pay, in lieu of a service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501(c) (3) of Title 26 of the Internal Revenue Code:~~

~~a. Mountain View Education Foundation~~

~~b. Community Health Awareness Council (C.H.A.C.)~~

~~c. Foundation to Assist California Teachers~~

~~6.2.2 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 6.2.1, above, shall be made on an annual basis to the Association and District as a condition of continued exemption from provisions of Section 6.1 and 6.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before the same date as cash dues/fees of each school year.~~

~~6.2.3 Any bargaining unit member making payments as set forth in sections 6.2.1 and 6.2.2 above and who request that the grievance or arbitration provision of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.~~

~~6.43~~ Payment of Monies

With respect to all sums deducted by the District pursuant to Sections ~~6.2.1 and 6.2~~ above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

~~6.54~~ Deductions – Other Purposes

Upon written authorization from a bargaining unit member, the District shall deduct the appropriate amount from the salary of any bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs for which such deductions are permitted by law and authorized by the District.

~~6.65~~ Association Responsibilities

The Association agrees to furnish the necessary information needed by the District to fulfill the provisions of this article. **The parties agree that membership _____ (adding new members, - maintaining current members, or dropping _____ members who complete the process with the Association to do so) _____ is entirely a function of the Association and no part of this Agreement may interfere with the union membership process.**

~~6.6~~ Hold Harmless

The Association shall indemnify and hold harmless the Board, its

members and each member of management, against any and all claims, demands or suits or any other action arising from the organizational security provisions contained herein.

- 6.6.1 The Association agrees to pay to the District all legal fees and legal costs incurred in defending against any court and/or administrative action challenging the legality or constitutionality of the agency fee provision of this agreement or its implementation and agrees to pay any judgement or settlement liability arising out of any challenges.**

- 6.6.2 The Association as the indemnitor shall bear the exclusive right to decide whether any such action or proceeding referred to above shall not be comprised, resisted, tried, or appealed.**

Came Phelps

11/13/19

2:53 pm

LMSK on file

11/13/19

MVWSD COUNTER PROPOSAL TO MVEA

Article 8

November 13, 2019

ARTICLE 8

PROFESSIONAL GROWTH AND DEVELOPMENT

8.1 Professional Growth and Development ~~is defined includes, but is not limited to the following:~~ as college or university course work, leadership roles, and other activities that relate to both individual and District professional and educational goals or professional service.

~~8.2 The continuous improvement in educational practices requires that all bargaining unit members devote some time and effort to professional growth and development. It is expected the teacher will continue to grow professionally through individually planned means, their professional association efforts, or through in service programs offered by the District. Teachers should discuss this growth plan with their principals.~~

~~8.3 Absence may be authorized by the Superintendent to permit bargaining unit members to attend local, district, state, national, and international educational meetings or conferences. Authorization for such absence should be recommended by the principal.~~

~~8.3.1 Bargaining unit members attending such meeting or conferences shall be considered assigned to duty with full payment of salary. However, the Superintendent may also authorize such a leave to be without pay. If the leave is authorized and is without pay, the bargaining unit member shall be notified prior to the leave and upon request, reasons shall be given by the Superintendent or designee. The cost deducted from the bargaining unit member's pay shall not exceed the cost borne by the District if a substitute is hired.~~

8.24 Professional growth through course work taken at accredited colleges and universities shall be recognized by advancement on the salary schedule (see section 5.2). Professional growth through other than college or university course work shall meet the requirements as set forth in Criteria for Professional Growth which appear on the back of the Request for Professional Growth Form.

8.35 To receive salary schedule advancement, the bargaining unit member must request and receive coursework approval from the school principal and Associate Superintendent. Such approval shall not be unreasonably denied. If salary schedule advancement is denied, the principal or associate superintendent shall provide a written statement of the

reasons for denial within 5 days of the bargaining unit member's request for coursework approval.

8.46

Should the bargaining unit member disagree with the reason for denial, a professional growth committee composed of the Associate Superintendent, a site administrator, and two bargaining unit members selected by the Association shall serve as an appeals board with any final appeals made to the Superintendent.

8.57

Professional growth activities will vary but they should relate to professional and educational goals, such as:

- a. Improved or updated knowledge of the subject area or techniques
- b. Deeper understanding of the learning process
- c. Deeper understanding of the environment in which the children live and in which they will take their place as adults.
- d. Assuming leadership roles at the site, district level or leadership activities outside of the District which further professional and educational goals.
- e. Special Professional Growth Plans may be prepared and developed by the bargaining unit member in conjunction with the site and/or District administrator.

8.62

The continuous improvement in educational practices requires that all bargaining unit members devote some time and effort to professional growth and development. It is expected the teacher will continue to grow professionally through individually planned means, their professional association efforts, or through in-service programs offered by the District. Teachers should discuss this growth plan with their principals.

8.73

Absence may be authorized by the Superintendent to permit bargaining unit members to attend local, district, state, national, and international educational meetings or conferences. Authorization for such absence should be recommended by the principal.

8.73.1 Bargaining unit members attending such meeting or conferences shall be considered assigned to duty with full payment of salary. However, the Superintendent may also authorize such a leave to be without pay. If the leave is authorized and is without pay, the bargaining unit member shall be notified prior to the leave and upon request, reasons shall be given by the Superintendent or designee. The cost deducted from the bargaining unit member's pay shall not exceed the cost borne by the District if a substitute is hired.

CG
CG
4-10-20

TENTATIVE AGREEMENT
Article 12
Leaves
April 8, 2020

Replace current section 12.3 with the following:

12.3 Personal Necessity and Discretionary Leave
Each unit member shall be allowed up to seven (7) days absence each school year for personal necessity and/or discretionary leave as described below. All days shall be deducted from accumulated sick leave.

12.3.1 **Discretionary Leave.** Up to five (5) days may be used at the discretion of the unit member, so long as the unit member provides at least 10 work days' notice to the site principal or immediate supervisor. The daily lesson plan(s) shall be made available to the substitute as specified in Article 3.1.3. A Further, no more than two (2) such days may be taken consecutively. The added requirements above will help the District secure a substitute, serve the best interests of students and employees and minimize disruption caused by the absence.

12.3.2 **Personal Necessity Leave.** All seven (7) days may be taken for personal necessity, i.e., circumstances that are serious in nature and that the unit member cannot reasonably be expected to disregard, but that necessitate immediate attention, and cannot be taken care of after work hours or on weekends. Except as provided below in section 12.3.5, at least five (5) work days written notice

and the reason for the requested absence shall be provided to the principal or immediate supervisor prior to the leave, and no more than two (2) such days may be taken consecutively. Lesson plans (as applicable) shall be made available as specified in Article 3.1.3.

12.3.3 Neither the discretionary nor personal necessity days referenced above leave shall be used for the sole purpose of extending a holiday or vacation period, especially the Friday before or the Monday after a holiday or break period, but extenuating circumstances shall be considered by the District on a case by case basis provided that the advance notice requirements are met by the requesting unit member.

12.3.4 The District retains the right to deny personal necessity and discretionary leave days provided denial is not arbitrary or capricious. Upon written request, the District shall provide a reason for a denial.

12.3.5 The unit member shall not be required to secure advance permission for leave taken for any of the following reasons:

- a. Death or serious illness of a member of the employee's immediate family as defined in section 12.8.2 of this Agreement.
- b. Accident, involving the unit member's person or property, or the person or property of the unit member's immediate family as defined in section 12.8.2 of this Agreement.

MVEA Proposal to MVWSD
Article 14: Resignation

Tentative Agreement
1-30-20 1:10 pm

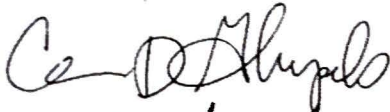

Replace Article 14 with the following new language:

The Governing Board has authorized the Superintendent or designee to accept a written resignation from an employee.

Upon receipt of the written resignation, the Superintendent or designee shall sign and date the written resignation. The written resignation becomes irrevocable after 3 business days of its dated and signed acceptance by the Superintendent or designee, unless withdrawal, prior to Board action, is agreed to by the Superintendent or designee.

The Superintendent or designee shall present the resignation to the Board.

The employee is encouraged to provide advance notice that is appropriate for the position held. The employee has the right to request Association representation regarding resignation issues.

1/30/2020

1/30/2020

TENTATIVE AGREEMENT

Article 23

Term and Reopening of Negotiations

April 8, 2020

Replace section 23.1 as follows:

23.1 This Agreement shall become effective July 1, 2019, and shall remain in effect up to and including June 30, 2022.

The parties are entitled to reopen negotiations for 2020-2021 and 2021-2022, by providing notice to the other party not later than June 2020 (for 2020-2021 reopeners), and February 2021 (for 2021-2022 reopeners). Sunshining requirements for initial proposals, as set forth in Government Code section 3547, shall be completed prior to the first negotiation session for each reopener.

For reopener negotiations, each party may reopen salary and benefits plus two articles, plus impact negotiations on any new state or federal law if requested by either party.


**Article 14
Resignation**

See January 30, 2020 Tentative Agreement (attached)


**Article 23
Term and Reopening of Negotiations**

See April 8, 2020 Tentative Agreement (attached)

Dated: 4-10-20



Mountain View Whisman
School District



Mountain View Educators
Association