

**TENTATIVE AGREEMENT**  
**Mountain View Whisman School District (District) and**  
**Mountain View Educators Association (MVEA)**  
**2020-2021 Contract Negotiations**  
**June 3, 2021**

The current collective bargaining agreement between the District and MVEA that expires on June 30, 2021, 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:

**Article 3**  
**Hours**

See June 3, 2021 Tentative Agreement (attached)

**Article 5**  
**Compensation and Benefits**

See June 3, 2021 Tentative Agreement (attached)

**Article 7**  
**Class Size**

See June 3, 2021 Tentative Agreement (attached)

**Article 12**  
**Leaves**

See June 3, 2021 Tentative Agreement (attached)

**Grievance Re Article 3**

The Association hereby withdraws its February 28, 2020 grievance.

Dated: June 3, 2021

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Mountain View Whisman  
School District

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Mountain View Educators  
Association

**Tentative Agreement  
MVWSD and MVEA  
Article 3 Hours  
June 3, 2021**

**3.1**

**Professional Workday**

**The regular professional workday shall include the following:**

3.1.1	Student Daily Instructional Minutes			
	TK-K	1-3	4-5	6-8
Regular Days	285	330	335	341
Adjusted Schedule	235	215	215	282
Minimum Days	235	215	215	234

**3.1.2 Fifteen (15) minutes before the beginning 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, Student Study Teams, Parent-Teacher conferences, and Professional Development Days, state/federally mandated trainings, and timely updating (at least every 2 weeks) of online grades. At the start of each year, sites will develop and use strategies to equitably assign and distribute professional responsibilities with a particular focus upon IEPs, Student Study Team Meetings, and 504 Meetings.**

**Lesson plans shall be prepared in a format determined by the unit member. Daily lesson plans shall be readily accessible to substitutes and site administrators. At least 2 days of emergency lesson plans**

shall be prepared and provided by the unit member during the first two weeks that school is in session.

In advance of each year, the District and Association shall determine whether state/federally mandated trainings shall be conducted during designated professional development time or separately. If separately, unit members shall be compensated at the rate set forth in section 5.8 subsection b of this Agreement. The Association will work with the District to require bargaining unit members to fulfill this professional responsibility.

3.1.3. Bargaining unit members unable to attend a professional meeting shall  
1 discuss and make follow-up arrangements if necessary with their supervisor.

3.1.3. No more than one before and/or after school staff meeting,  
2 district-wide grade level meetings, Back-to-School Night, or Open House shall occur in one week. Meetings held within the professional day specified by Section 3.1.2 shall not count as one of these activities. During the week prior to the end of each trimester, the scheduled staff meeting will be dedicated to report cards and/or conference related issues. The agenda for that meeting shall include time to work on report cards.

3.1.3. If staff or grade level meetings run beyond one hour, the principal or  
3 any bargaining unit member will ask the staff if they wish to continue or agree to adjourn to another time. There is no obligation to stay after one (1) hour.

Prior to the first day of student instruction, unit members shall provide input and administrators at each site will, after taking into consideration the site's unique needs, determine, whether the staff meeting will occur before student instruction begins in the morning or after student dismissal in the afternoon.

- 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.
- 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 attends Student Study Team meetings, because the student in question is in their class, are performing the professional responsibilities outline in section 3.1.3 and are not entitled to the compensation outlined in section 3.1.6 of the Agreement. On the other hand, bargaining unit members who are permanent members of Student Study Teams as outline in section 3.1.6 of the Agreement are entitled to the compensation outlined in that section and in subsection 5.8.**

**3.1.7 Professional Development**

**3.1.7. 1 The District and the Association acknowledge the importance of ongoing professional development in order for unit members to enhance their instructional skills and to become informed about changes in pedagogy and subject matter. The District and Association also acknowledge that the staff development program should be aligned with State and Federal educational mandates, district priorities for individual indicators such as student achievement, school climate, etc., and school plans as approved by the School Site councils and Board.**

**3.1.7. 2 The District and the Association shall establish a Staff Development Advisory Committee consisting of approximately equal representation of unit members (including TOSAs) and District representatives. Unit members on the Staff Development Advisory Committee shall be selected by the Association. Advisory Committee representatives shall be selected by the 45<sup>th</sup> day after the start of the school year (for staff development work for the following school year). In the event that the Association is unable to appoint a sufficient number (five or more unit member representatives), the Association President and District designee shall work together to find additional unit member representatives. However, the 60<sup>th</sup> day after the start of the school year, if there is an insufficient number of unit member representatives on**

the Advisory Committee nothing prohibits the District from proceeding with the Staff Development Advisory Committee and providing professional development.

In accordance with the District's Goals and Plan (currently the LCAP and the District's Strategic Plan), the Staff Development Advisory Committee shall offer input/recommendations for developing the goals of the Staff Development plan, the timeline for its implementation, and the compensation 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 be utilized as follows: 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.

Full time Special Education Co-Teachers will receive one release day per trimester for assessment and IEP planning purposes. The release dates will be scheduled in agreement with the site administrator and subject to the availability of a substitute.

**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 Agreement, and shall be compensated at the highest hourly rate if the member provided instruction to students during such lost preparation period.

**3.2.2** Grades 1 through 5, shall be provided with one adjusted day per week to be used for a sixty (60) minute preparation period and sixty (60) minutes of collaboration time as outlined in section 3.5 of this agreement. This schedule shall begin on the first week of school.

Each bargaining unit member, grades 6-8, shall be provided with one adjusted day per week to be used for collaboration time as outlined in section 3.5 of this agreement. This schedule shall begin on the first week of school.

a. If during the work year the adjusted day falls on a holiday or conference day, the adjusted day shall not be provided.

b. In the event that a unit member is performing a professional responsibility as defined in section 3.1.3, this will be in lieu of the collaboration time set forth in section 3.5 of this agreement.

**3.2.3** Preparation time is considered duty time.

- 3.2.4** In grades TK-K, bargaining unit members shall receive 60 minutes daily preparation time after TK-K student dismissal. In grades 1-5, bargaining unit members shall receive an average of two (2) forty five (45) minute preparation periods per week. For grades 1-4, there will be a total of seventy-two (72) preparation periods per year. Fifth grade teachers will receive a total of seventy (70) preparation periods per year, due to attendance at science camp.

The district shall determine the method of coverage and content for these two preparation periods.

- 3.2.4.1** If a bargaining unit member loses a preparation period, the bargaining unit member shall be compensated in accordance with section 5.8 of this Agreement, and shall be compensated at the highest hourly rate if the member provided instruction to students during such lost preparation period.

### **3.3**

#### **Minimum Days**

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 parent-teacher conferences at all levels after receiving input from the Calendar Committee. 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. Teachers who complete/submit report cards/grades by noon the day before, may leave after student dismissal on the three minimum days at the end of each trimester.

**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 Collaboration Time**

The Mountain View Educators Association and the District agree that the purpose of collaboration time is to enhance and promote student achievement of grade-level standards. During this collaboration time grade level bargaining unit members, or other forms of collaboration teams, will meet to discuss curriculum planning and instructional practices and to address the needs of their classroom and target students. Such discussion should address, but not be limited to:

- a. Results of state testing;
- b. Results of ongoing District identified assessments;
- c. Grade level planning for the implementation of California state standards; and
- d. Other items pertinent to the instructional program

**3.5.1 Site administrators and bargaining unit members will work together to develop strategies to maximize the effectiveness of collaboration time.**

Each week, each grade level team will be responsible for submitting summary form to the site administrator.

- 3.5.2** Collaboration meeting will not be interrupted by administrative, i.e., non-instructional, issues, except in emergencies. The attendance of an administrator at a collaboration meeting shall not be considered an interruption, and site administrators may collaborate as active members of the collaboration meeting.

**3.6**                    **Teacher-in-Charge**

The teacher-in-charge is a bargaining unit member who covers for the principal in cases of brief absences. It is the parties' intent that for longer absences, the District will make other arrangements to cover for administrators.

**3.6.1**                **Selection of Teacher-in-Charge:**

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.

### **3.6.5 Training:**

All teachers-in-charge and alternates will be selected and trained prior to September 30<sup>th</sup>. Each principal will then meet with their teacher-in-charge and the alternate to clarify duties and responsibilities for the individual site. Alternates shall be paid the contractual hourly rate for time spent in this training.

### **3.6.6 Communication**

The principal will notify the teacher-in-charge or alternate any time the principal leaves the campus for an extended period of time. The principal will do this directly or through the school secretaries.

## **3.7**

### **Teachers on Special Assignments (TOSAs)**

It is understood that Teachers on Special Assignment shall be based upon a forty (40) hour, five (5) day work week, with starting and ending times established according to the following: (1) the needs of the special assignment, and (2) the mutual agreement of the Teacher on Special Assignment and the supervising administrator. It is further understood that the provisions of this Article relating to regular teachers, including length of day, preparation time, minimum days, additional minimum days, and collaboration shall not apply. Additional pre-approved hours will be compensated in accordance with Section 5.8.

3.8

**Response to Instruction (RTI) Teachers**

RTI teachers' and classroom teachers' responsibilities are substantially similar. They have the same professional responsibilities as set forth in section 3.1.3.

**Tentative Agreement  
MVWSD and MVEA  
Compensation, Article 5  
June 3, 2021**

**ARTICLE 5: COMPENSATION**

**ARTICLE 5: COMPENSATION**

**Salary**

**A. 2020-2021 Teachers' Salary**

**1. Salary Schedule Increase:** The 2020-2021 Teachers' Salary Schedule shall reflect a Four Percent (4%) increase over the current schedule, effective July 1, 2020. This increase shall apply to all members employed by the District as of the date of the Tentative Agreement (June 3).

[NO CHANGES TO HOURLY RATE EXCEPT FOR SUBSTITUTE COVERAGE AND OVERLOAD PAYMENTS]

## Tentative Agreement

### MVWSD and MVEA

#### ARTICLE 7

#### CLASS SIZE and Class Composition

**June 3, 2021**

7.1 Maximum Class Size

Maximum class size shall be:

TK-K	24
1-3	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**
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, 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 24 in combination classes. \*\*If any TK-3 class size exceeds a maximum of 27 (24 in a combination class), If any class exceeds the maximum, District will provide overload compensation as provided in Section 7.6 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, Band, Choral, shall not be included in this limitation. For music classes other than Band and Choral, the site leader and teacher shall consult about estimated class size to ensure the class size is not detrimental to effective instruction.

7.2 Class size shall be determined at the earliest opportunity, in no case later than the sixteenth school day. Class size for May and June shall be determined on the first student day in May. Site administrators and/or their designee shall use to the best of their ability the listed criteria below for placement of new students through the school year. Unit members will have the ability to discuss any concerns about a new student or the distribution of students in classes in his/her grade level or department, the unit member may request a meeting with the grade level team and the site administrator. If a mutually agreed recommendation is reached it will be immediately implemented.

If the matter is not resolved, additional appropriate district service providers (for example, an OT, Behavior Analyst, School Psychologist, etc.) can be added to the team in order to find a resolution.

For the purpose of creating balanced classrooms, the factors for determining class size shall include, but not be limited to:

Enrollment

Grade

Student needs (including but not limited to, students with special needs, English Learners, high performing, etc.)

Age

Subject matter

Safety

Teacher input

Available facilities

7.3 No interdistrict student shall be placed in a class at maximum enrollment or on overload after school starts in the fall.

7.4 In the event that the enrollment in any class exceeds the class/period load as stated in 7.1, the affected bargaining unit members, principal and the Superintendent shall meet to discuss the alternatives and decide on the action to be taken within the next two weeks. For the purpose of overload compensation, overload classes shall be noted weekly.

7.5 The alternatives which shall be considered shall include, but shall not be limited to:

Hiring of additional teachers

Hiring of additional instructional assistants

Additional instructional assistants

Transfer of pupils

Overload payments

7.6 Overload payment:

a) Resource Specialists and Speech and Language teachers shall be paid \$50 per week per student in excess of caseload set forth in section 7.1.

b) For all other teachers, teachers shall be paid \$50 per per week per pupil in excess of the maximum class size based on the number of student instructional days at issue. This amount shall be prorated by period for grades 6-8

7.7 Class Coverage **due to substitute shortage** in elementary and middle schools

**Grades TK-5.** In the event there is a substitute shortage resulting in a lack of coverage for absent teacher(s) in grades TK-5, students may be placed into classroom(s) of another teacher(s). Absent unusual circumstances, a teacher may not be assigned more than 10 extra students without their consent. The teacher(s) shall be paid an overload amount of \$7per student, per day in which student(s) has been placed into the classroom. The site administrator will make every attempt to place students into classrooms that are no more than two grade levels above or below the absent teacher's grade level.



Grades 6-8. When there are no substitutes available at grades 6-8 to provide coverage for an absent teacher(s), the administrator or designee shall first seek volunteers to substitute. At the beginning of each school year, a spreadsheet shall be developed for all unit members to sign-up on the day of the week that they are willing to volunteer for substitute coverage. In the event there are no volunteers, the administrator or their designee, shall use this spreadsheet to provide substitute coverage. The rate for providing such coverage shall be the current hourly rate or \$50 per hour, whichever is greater, prorated based on actual time spent. When possible, unit members in their first year shall be exempt from providing substitute coverage.

**TENTATIVE AGREEMENT  
MVWSD and MVEA  
Article 12, Leaves  
April 6, 2021**

**12.6            Paid Child Bonding Leave**

Employees may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

**12.6.1        Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the twelve (12) week period.**

For the birthing parent, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.

Such leave requests must be made at least thirty (30) days in advance, except in case of emergency, so that the District can make adequate staffing arrangements.

**12.6.2        Unpaid Child Bonding Leave**

**Bargaining unit members who request to take a personal leave to prepare for childbirth may be granted such a leave without pay for a time mutually agreeable to the bargaining unit member and the District.**

**Bargaining unit members who request to take a personal leave to raise a child immediately following childbirth or upon adoption of a child may be granted such a leave without pay for one (1) school year, with the option to request an additional year.**

## **12.7**

### **Unpaid Family and Medical Leave**

**Leave may be taken for the following reasons, consistent with the applicable provisions of the federal and/or state family and medical leave laws.**

- a. Birth, adoption or foster care of an employee's child.**
- b. The serious health condition of the employee's child, parent, spouse, and, at the discretion of the Superintendent, any other family member.**
- c. The serious health condition of the employee's grandparent, grandchild, sibling, or domestic partner as defined by the California Family Rights Act.**
- d. The employee's own serious health condition. Disability caused by pregnancy, childbirth, or related medical conditions is a separate entitlement under section 12.5 of this Agreement.**

**12.7.1 Eligible bargaining unit members shall be allowed up to 12 weeks of unpaid leave of absence during a rolling 12-month period.**

**12.7.2 When an employee is on an unpaid leave under this article, for a period of up to twelve weeks, employee medical coverage will be continued at the same level and under the same conditions that coverage would have been provided if the leave had not been taken.**

**12.7.3 Each bargaining unit member shall provide satisfactory medical proof of necessity for family leave if such proof is requested by the Superintendent or designee.**

**12.7.4 Family and medical leaves shall run concurrently with leaves taken under Article 12 to the extent permitted by law.**

**12.7.5 Leave to Care for Service Members with a Serious Health Condition and Other Qualifying Exigencies**

**The District will comply with applicable state and federal law and regulations concerning leave to care for service members.**