

Tentative Agreement
Mountain View Whisman School District (District) and
Mountain View Educators Association (Association or MVEA)
2021-2022 Reopener Negotiations (July 1, 2021 through June 30, 2022) and
New Two Year Successor Agreement (July 1, 2022 through June 30, 2024)
March 23, 2022

This is a package proposal, subject to agreement on all proposals for completion of these 2021-2022 reopener negotiations and a new two year agreement for 2022-2024. The new 2022-2024 contract would be closed (no reopener negotiations).

The current 2019-2022 Collective Bargaining Agreement shall remain in full force and effect, except as modified herein. The parties agree as follows:

I. Reopener Negotiations for 2021-2022

The 2019-2022 Agreement shall remain in full force and effect, except as modified below:

Article 5 (Compensation and Benefits)

Amend Article 5, section 5.10 to add the following:

2021-2022 Salary

- 1. 2021-2022 Salary Schedule Increase.** 5% increase to the 2020-2021 "Salary Schedule Certificated," effective July 1, 2021. This increase shall apply to all unit members employed by the District as of July 1, 2021, and thereafter.
- 2. One-Time Payment 2021-2022 (off-schedule):** The District shall provide to each eligible unit member a one-time, off-schedule payment of two percent (2%), based on a unit member's 2021-2022 placement on the "Salary Schedule Certificated" (prorated based on the unit member's FTE) as of the date the Governing Board approves the overall Tentative Agreement. Subject to ratification of the Tentative Agreement by Association membership and approval by the Governing Board, this amount shall be paid as soon as possible. To be eligible, a unit member must be in paid status with the District as of the date the Board approves the Tentative Agreement.

Carie Gril
3/23/22

E. L. Kaffer
3/23/22

II. Successor Negotiations for New Two Year Agreement, 2022-2024

The 2019-2022 Agreement shall remain in full force and effect, except as modified above and below:

Cover Page and Article 1 (Preamble)

Amend to reflect new two year agreement for 2022-2024 (July 1, 2022 through June 30, 2024). The new Two Year Agreement shall be a closed contract with no reopener negotiations for the 2022-2023 and 2023-2024 school years.

Article 3 (Hours)

See Supposal language for Article 3 (Hours), effective July 1, 2022 (attached).

Article 5 (Compensation and Benefits)

Amend Article 5, section 5.10 to add the following:

2022-2023 Salary Schedule Increase:

4% increase to 2021-2022 "Salary Schedule Certificated," effective July 1, 2022

2023-2024 Salary Schedule Increase:

4% increase to 2022-2023 "Salary Schedule Certificated," effective July 1, 2023

Further amend Article 5 as indicated below, effective July 1, 2021:

B. 5.8 Hourly Compensation:

- a. A rate of \$50.00 per hour, rounded off to the next quarter hour for providing supplemental instruction to students outside the workday.
- b. A rate of \$40.00 per hour, rounded off to the next quarter hour for all other service.

C. Stipends:

- a. Effective July 1, 2021 an annual stipend of two thousand five hundred dollars (\$2500), will be provided to any unit member who holds a National Board Certification
- b. Effective July 1, 2021 an annual stipend of two thousand five hundred dollars (\$2,500.00) will be provided to any unit member who holds a Masters degree

- c. Effective July 1, 2021 an annual stipend of two thousand seven hundred dollars (\$2,700.00) will be provided to any unit member who holds a Doctorate.
- d. Effective July 1, 2021 an annual stipend of two thousand dollars (\$2,000) will be provided to any unit member who holds a Special Education credential and is assigned to a position requiring the use of the Special Education credential throughout the particular year
- e. Effective July 1, 2021 an annual stipend of two thousand dollars (\$2,000) will be provided to any unit member who holds a BASP or BCLAD credential and is assigned to a position requiring the use of the BASP or BCLAD credential throughout the particular year

Replace section 5.6.10 (Medical Coverage Opt Out) with language set forth below, effective January 1, 2022. Also, MVEA and grievant agree to withdraw the pending grievance regarding section 5.6.10 immediately and with prejudice.

Employees' spouses or domestic partners eligible for full-time medical coverage who provide proof of comparable medical coverage through a non District health benefits plan may choose to decline District medical coverage and the employee may opt (during open enrollment) to receive an annualized reimbursement payment of up to \$2,000, less applicable tax and other deductions, for medical reimbursement (upon proof of valid expenses and adequate comparable alternative coverage). The employee shall be reimbursed for expenses that would be eligible under an HSA plan. This payment shall only be available to employees hired before September 1, 2020 and employees that have used this benefit in the past.

Carol Ann
3/23/22

Joe H. Kabe
3/23/22

Article 7 (Class Size)

Maintain status quo on this Article, except amend section 7.7 as indicated below:

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 the 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 \$9 per 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.

In the event there are no readily accessible volunteers, the administrator or their designee, shall use the spreadsheet (described below) to provide substitute coverage. In the event that there are no volunteers available (on the spreadsheet or otherwise), and the "voluntary list" is exhausted, then the site administrator(s) may provide for substitute coverage or assign substitute coverage to a unit member(s). The rate for providing such coverage shall be the current hourly rate or \$60 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. Assignment shall be equitably rotated to the fullest extent possible.

At the beginning of each school year, a spreadsheet shall be developed at each site that includes sign-up options for all unit members. Each unit member shall sign-up for one or more of the days of the week that they are willing to volunteer for substitute coverage.

Carl G. Ford
3/23/22

Lois A. Kala
3/23/22

Article 10 (Evaluation Process)

See Tentative Agreement, dated December 1, 2021 (attached).

Article 23 (Term and Reopening of Negotiations)

Replace Article 23 with the following:

This Agreement shall become effective July 1, 2022, and shall remain in effect up to and including June 30, 2024. There shall be no reopener negotiations during the 2022-2023 and 2023-2024 school years.

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Carl G. Ford
3/23/22

Lois A. Kala
3/23/22

ARTICLE 3

HOURS

3.1 Professional Workday:

The on-campus duty day for unit members shall be seven hours and 10 minutes, including lunch.

It is agreed that the unit members perform many instructional/professional duties which may occur outside the seven hour and ten minute work day. In addition to those specified in section 3.1.3, *et. seq.*, such duties shall also include: planning, selecting and preparing instructional materials, evaluating the work of students, conferring with parents and colleagues, maintaining records, developing curriculum, Back-to-School, and Open House.

Teachers may also voluntarily provide support and assist outside the seven hour, 10 minute work day by: attending PTA meetings, attending in-service programs, supervising student activities, providing special assistance to students, and/or attending professional growth activities and school advisory meetings

It may be necessary for general education unit members to participate in IEP/504 meetings. These IEP/504 meetings will be scheduled either during the workday or as close as possible to the workday when schedules of all the participants permit. The District will make every attempt to keep assignment of general education unit members to such meetings equitable and reasonable. If a general education teacher is directed by the District to attend more than five (5) hours of IEP/504 meetings during any given school year, then that unit member shall be paid at the negotiated hourly rate for time spent at meetings after five (5) hours.

Case managers will be provided with one day per month to be used for the purpose of planning and preparation, assessments and holding of IEP meetings. The day will be scheduled in agreement with the site administrator and Director of Special Education and will require the availability to complete service minutes for students.

Staff meetings called by the principal shall not exceed 20 hours per school year beyond the regular work day. Current and future state and federally mandated trainings, including but not limited to Keenan training x2, Mandated reporter, Sexual Harassment, Bloodborne pathogens; and the LCAP survey, shall be completed in addition to the 20 principal led meetings, and shall be self-directed and time efficient. The CAASPP training and Disaster and Emergency Preparedness trainings may be held in person and are in addition to the 20 principal-led meetings and will last no more than 1 hour each (3 hours total).

At the start of each school year, not later than September 1, the District shall provide unit members with a list of the state and federally mandated trainings, the duration of each and whether the meeting or training will be in person or self-directed. In the event that a mandated meeting or training is added after the list is shared for the

particular year, then that training shall be provided during one or more of the 20 principal led hours for that particular year.

In an 8 period rotating schedule at the middle school level, the day when all 8 periods are scheduled will occur on a Monday.

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 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.

- 3.1.3.1 Bargaining unit members unable to attend a professional meeting shall discuss and make follow-up arrangements if necessary with their supervisor.
- 3.1.3.2 No more than one before and/or after school staff meeting, 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.
- 3.1.3.3 If staff or grade level meetings run beyond one hour, the principal or 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. Professional development should be designed to not only share information and best practices, but to also afford participants time, prior to the expected implementation to collaborate and for the application or implementation of the professional development.

----- End of Tentative Agreement -----

Lucy Gmel 3/23/22

Joe A. Katz 3/23/22

**Tentative Agreement
MVEA and MVWSD
Article 10
November 3, 2021**

10.4 All certificated staff will identify their individual areas of focus (which shall include three standards from the California State Teaching Standards) for the year and participate in a conference to discuss the areas of focus by September 30 (non-permanent staff) or October 31 (permanent staff). Areas of focus set by certificated staff who are not in an evaluation year shall be part of his/her professional growth and not monitored by administration.

10.5 By September 30 (non-permanent staff) or October 31 (permanent staff) of each school year in which an evaluation is to take place, the evaluator and the bargaining unit member shall meet and mutually agree on areas of focus (which include three standards from the California State Teaching Standards). The evaluator may add to these areas of focus, if necessary, in order to conform to the District goals, objectives and strategies.

TV
11/3/21

Parul K. Goyal
12/1/21

Dr. Kable
11:30 12/1/21

