

## ***Tentative Agreement Overview and Attachments***

### **Mountain View Whisman School District and Mountain View Educators Association Three-Year Successor Contract (July 1, 2024 through June 30, 2027)**

The District and Association have completed successor contract negotiations for a new three-year agreement (July 1, 2024 through June 30, 2027). The current Agreement, which expires on June 30, 2024, remains in full force and effect except as amended by the TA (attached), which addresses the following Articles:

#### **Cover Page and Article 1 (Preamble)**

The duration (term) of the new three-year agreement is July 1, 2024 through June 30, 2027. The new agreement is a closed contract with no reopeners for 2024-2025 and 2026-2027, but there shall be reopener negotiations in 2025-2026 limited to limited to leaves if AB 2901 is not enacted, plus each side may elect to open one additional non-economic issue. See also parcel tax issue addressed in Article 5, below.

#### **Article 3 (Hours)**

See TA (attached).

#### **Article 4 (Assignments, Reassignments, Transfers, and Filling of Vacancies)**

See TA (attached), which primarily addresses amendments to involuntary transfer procedures and criteria.

#### **Article 5 (Compensation and Benefits)**

See TA (attached). Highlights include:

- 2024-2025 Salary Schedule Increase: 5% increase to 2023-2024 "Salary Schedule Certificated," effective July 1, 2024;
- 2025-2026 Salary Schedule Increase: 5% increase to 2024-25 "Salary Schedule Certificated," effective July 1, 2025;
- 2026-2027 Salary Schedule Increase: 4% increase to 2025-2026 "Salary Schedule Certificated," effective July 1, 2026

If the November 2024 parcel tax is not approved by the voters, then the District may elect to reopen sections 5.11 and 5.12 to explore, discuss and negotiate adjustments, amendments and options related to total compensation.

#### **Article 7 (Class Size)**

See TA (attached), which primarily addresses adjustment to certain class sizes and overage procedures.

**Article 8 (Professional Growth and Development)**

See TA (attached), which primarily addresses the timeline to submit pre-approval requests for coursework and appeals process when requests are denied.

**Article 10 (Evaluation Process)**

See TA (attached), which prospectively amends certain evaluation procedures and replaces the Peer Assistance and Review process found in Appendix D.

**Article 12 (Leaves)**

See TA (attached), which amends bereavement leave language and addresses absences occurring during parent/teacher conferences.

**Article 23 (Term and Reopening of Negotiations)**

Amendments described above.

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**MVWSD Counter Proposal to MVEA**  
**Shared 3:20 pm**  
**Article 3 Hours**

Amend Article 3 as indicated below. The District reserves its right to amend, withdraw, substitute or otherwise modify this proposal.

***Before we reach a TA, we need to renumber this Article and check, double check and revise section references throughout, as necessary.***

TA (Not to be included in the contract but agreed upon) for the 2024-2025 school year, shall expire June 30th, 2025, unless the parties agree to extend this language for an additional year(s):

At the discretion of the site administrator, if they decide that the content being covered during a staff meeting would not pertain to SPED staff, they may release SPED staff to do their work or an alternative special education responsibility, at the school site or staff room. Site administrator may notify SPED staff at any time prior to the staff meeting but is preferred with 24 hours in advance so SPED staff can plan accordingly.

**ARTICLE 3**

**HOURS**

**3.1**

**Professional Workday**

**The on-campus duty days 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 on-campus workday duty work day (see e.g., sections \_\_, \_\_, \_\_). In addition to those specified in section \_\_\_\_ [adjust section references throughout] 3.1.3, et. seq., and absent unforeseen or unusual circumstances, such duties shall also include, ~~but are not limited to:~~ **planning, selecting and preparing****

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**instructional materials, evaluating the work of students, yard duty and student supervision, meetings regarding student needs, conferring with parents and colleagues, and administrators, maintaining records, developing curriculum, Back-to-School Night, and Open House.**

**Teachers may also voluntarily provide support and assistance outside the seven hour 10 minute work day workday 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 hours of IEP/504 meetings, after the regular workday, 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.**

**If a general education teacher is directed by the District to attend more than two hours per month ~~five hours~~ of COST or SST meetings outside the normal contract day, ~~or SSTs meetings during any given school year,~~ then that unit member shall be paid at the negotiated hourly rate for time spent at meetings in excess of two hours per month. ~~after five (5) six (6) hours after the regular workday.~~**

**Case managers will be provided with one day per month to be used for the purpose of planning and preparation, assessments and**

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**holding of IEP meetings. The day will be scheduled at least ten calendar days in advance and subject to advance approval provided by ~~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 workday. ~~No more than 50% (10 hours) of these staff meeting topics shall be determined by the district. The remaining staff meeting hours shall be used to meet the needs of a particular site, with topics decided upon through collaboration between the site administrator and staff. SPED Staff will work with their site administrator(s) to determine which staff meeting topics are pertinent to their position and shall be notified four days in advance of the meeting if their attendance is required. The remaining time from the allotted 20 hours of principal-led staff meeting hours shall be used by SPED Staff to accomplish their other professional responsibilities on-site. At the discretion of the site administrator, if they decide that the content being covered during a staff meeting would not pertain to SPED staff, they may release SPED staff to do their work at the school site or staff room. Site administrator may notify SPED staff at any time prior to the staff meeting but is preferred with 24 hours in advance so SPED staff can plan for work that they will do during that time. Unit members are encouraged to provide input and suggestions to site leadership regarding the effectiveness of staff meeting time and suggestions for the most effective use of staff meeting time. The District shall survey unit members to obtain such information during the school year. Survey result will be shared with the MVEA President. Principals are also encouraged to seek input from unit members and site leadership teams, before and during the school year, regarding the best use of staff meeting time. will meet with their leadership team of unit members prior to the beginning of the school year to co-create the content and structure of the staff meetings for the school year. The content of these staff meetings may be professional development, nuts and bolts of the school, good for the order, collaboration time between staff, student data review and planning, etc.~~**

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~~Together, the leadership team and principal will present the plan to the school site at the beginning of the year. The leadership team and principal will also ask for input through a survey on staff meeting content at the end of the school year to ensure all content and professional development is helpful and centered around the School Site Plan. A mid-year check in between the leadership team and admin on the content of staff meetings will also be planned to see if there are items that are being requested by individuals in staff to be added in future staff meetings.~~

~~The site leadership team will be a representative group of each grade level and/or department/subject areas. Volunteers will be requested by the admin to serve in this position. The site administrator will choose individuals to serve in the leadership team from the list of volunteers. If there are not enough volunteers, the site administrator will choose unit members to serve on the leadership team.~~

**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 training, 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.**

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**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 or after the conclusion of the unit member's individual instructional schedule each day (to be determined by the site principal prior to the start of each school year after consideration of the unit member's preference for their yard duty assignment) all bargaining unit members shall be on site and available ~~to students, parents, and staff members~~ for their assigned yard duty to supervise students.

**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.

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- 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.



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**3.1.5.** 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.** The parties agree that the intent of the Collective Bargaining Agreement relative to sections \_\_\_\_, \_\_\_\_, and \_\_\_ ~~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 outlined in section

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~~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~~.

### **Professional Development**

#### **3.1.7**

**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.

~~3.1.7.2 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 MVEA, MVWSD, and Board of Education. This will create further collaboration and determine future professional development for Educators.~~

~~3.1.7.2 The District and the Association will jointly evaluate the effectiveness of the professional development provided on District In-Service days offered throughout the school year by surveying teachers prior to the end of the school year and jointly reporting those results to MVEA and MVWSD leadership. This will create further collaboration and determine future professional development for Educators.~~

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3.1.7.2 The District shall survey unit members to obtain information on the effectiveness of the professional development provided on District In Service days offered during the school year. Survey results will be shared with the MVEA President.

## 3.2

### Preparation Time Within the Regular Workday

Preparation time is part of the regular workday.

**Eight Period Day.** 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.~~

Seven Period Day. For full-time bargaining unit members at the middle schools, one period during a seven period day shall be utilized as follows: one for preparation purposes unless an unusual circumstance arises, e.g. emergency drills, state mandated testing.

For a seven or eight period day, 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

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**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~~ at least ten (10) calendar days in advance and subject to the advance approval provided by the site administrator and subject to 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.

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**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 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~~**

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~~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** Any minimum day for students 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. Teachers absent during the morning and afternoon, on the above minimum day, shall be charged with a full day's absence.

- 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

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**grade level bargaining unit members, or other forms of collaboration teams (ie. approved same-site job-alike teams or approved cross-site grade level or job-alike 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



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**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**

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**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.**



**District Counter Proposal to MVEA  
Article 4  
January 11, 2024 (2 pm)  
TA at 2:08**

**ARTICLE 4**

**ASSIGNMENTS, REASSIGNMENTS, TRANSFERS and FILLING OF  
VACANCIES**

The purpose of this article is to provide the rationale and procedures for assignments, reassignments, transfers and filling of vacancies. The parties agree that application of the criteria set forth in 4.3 and actions taken under this article shall be reasonable and that there be a factual basis provided for changes in assignments and locations.

Definitions

4.1 Initial Assignment:

All bargaining unit members employed by the Mountain View Whisman School District are district employees. Their initial assignment shall be determined by the Superintendent in accordance with the law. Initial assignment is the initial placement of a bargaining unit member in a specific location and department(s) in the school district by the administration.

4.1.1 Voluntary Reassignment:

Voluntary reassignment is the movement of a bargaining unit member from one grade level to another or one subject area (6-8) at the same location that a bargaining unit member initiated or on a volunteer basis to fill a site need.

4.1.2 Involuntary Reassignment:

Involuntary reassignment is the movement of a bargaining unit member from one grade level to another or one subject area (6-8) at the same location that is initiated by the site administrator or the District.

4.1.3 Voluntary Transfer:

Voluntary transfer is the movement from one site location to another at the request of a bargaining unit member.

4.1.4 Involuntary Transfer:

Any involuntary transfer is the movement from one site location to another that is initiated by the District or site administrator. This definition does not apply to itinerant bargaining unit members.

4.1.5 Itinerant Teacher:

An itinerant teacher is a bargaining unit member who is assigned to more than one school site by the District Office.

4.1.6 Displaced Teacher:

A displaced teacher is any bargaining unit member who loses his/her position at a site for any reason set forth under section 4.3.1.

4.1.7 Seniority:

Seniority is defined as the bargaining unit member's initial date of service in the bargaining unit.

4.1.7.1 The District shall use the seniority list established using the same date of hire criteria established for purposes of layoff. Bargaining unit members hired after the establishment of the seniority list shall be integrated by application of the most recent same date of hire criteria adopted by the Board. To the extent there are ties, a lottery to break those ties shall be conducted in the presence of at least two (2) Association representatives.

4.1.7.2 A bargaining unit member on a leave of absence shall continue to earn seniority while on leave.

4.2 Posting of Vacancies and Promotions

A vacancy is any position identified by a site administrator and/or the District as an open position.

4.2.1 Any bargaining unit members (including but not limited to temporary bargaining unit members and interns) who apply in writing to the Personnel office for a posted vacancy or promotion, for which they are credentialed and prior to the posting deadline, shall be interviewed for the position. After the placement is approved, and before the public announcement of the recommended decision, applicants for the position who make a written request to the District will be given written notification within two weeks of the placement, outlining the specific and pertinent criteria for hiring as stated in this section.

4.2.2 Upon knowledge of vacancies, the District shall deliver to the Association President, or authorized officer, and post in all worksites, a list of all vacancies which occur during the work year and for the following work year. The list shall contain the following:

a. A closing date, which is at least five (5) working days following the posting date

b. A job description

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c. Credentials and authorizations necessary to meet the requirements of the position

d. Preferred skills

e. Salary range

4.2.3 No assignment to fill the vacancy shall be made until after the closing date.

4.2.4 Notification shall be mailed to District personnel who request them in writing and who leave a self-addressed stamped envelope, telephone contact, and e-mail address, during the summer vacation periods.

#### 4.3 Criteria/Basis for Reassignment and/or Transfer

The following criteria, listed in alphabetical order, shall be considered in selecting candidates for reassignment (voluntary and involuntary) and transfer (voluntary and involuntary):

a. Authorization

b. Credentials

c. Displaced bargaining unit members

d. Documented\* needs of grade level team or department

e. Documented\* needs of a program

f. Past evaluations

g. Seniority

h. Teacher preference

i. Training

\*Documented is defined as written materials including but not limited to the job description, interview questions/notes, program descriptions/plans, etc.

4.3.1 Involuntary Transfer may occur for any of the following reasons:

a. Declining enrollment

b. Filling a vacancy(ies)

c. Accommodating the special staffing needs and/or requirements of any school(s) or departments or program, ~~subject to the requirements set forth in section 4.3.2 (below)~~

~~e. In the case of a staffing special need for a school or program, the District and MVEA will collaborate to define, determine and agree on the best solution if a transfer or reassignment is needed~~

d. Reduction or termination of a program(s)

- e. Initiation or expansion of a program(s)
- f. School closure

Section 4.3.1 is subject to the requirements set forth in section 4.3.2 (below)

**4.3.2. Administrative Transfer for Cause (Employer Initiated)-Involuntary Transfer Requirements Pursuant to Section 4.3.1, subsection c:**

1. In the event that a teacher ~~is involuntarily be transferred pursuant to section 4.3.1, for their welfare and/or the welfare of the District,~~ the following procedures shall be followed:
  - a. ~~The teacher and MVEA shall be notified in writing in advance of the transfer, and provided an opportunity to request a meeting with designated District representatives to discuss the reason for the transfer, of the intent to transfer.~~
  - b. ~~If requested, the intent to transfer must be discussed with the teacher at a mutually agreed upon time no less than five (5) or more than ten (10) school days after receipt of written notification. A representative of MVEA shall, upon request, be present at this conference.~~
  - b. For section 4.3.1, subsection c only, a second meeting between the administrator(s) and the MVEA member affected may be requested to discuss options other than transfer and/or supports for the member related to the transfer. Human Resources shall be invited and attend the second meeting. ~~called if there are supports or solutions that could be brought back for discussion to address the problem stated to be considered before the transfer occurs. Other supports and solutions may also be presented at the initial meeting.~~
  - c. ~~For subsection 4.3.1.c only, if after this second meeting, there is no agreement between the administrator and the member and/or MVEA, there will be the possibility to request an appeal for the transfer to Human Resources.~~
  - c. The decision resulting from the second meeting shall be ~~The decision of the appeal will be provided by Human Resources to MVEA and the member affected within ten (10) working days. That decision shall be final of the appeal meeting.~~
  - c. ~~The conference shall include a discussion of the specific reasons for the transfer which upon request shall also be furnished in writing.~~
  - dd. The teacher transferred shall have the right to apply for any subsequent vacancy for which they are qualified.
  - e. ~~This procedure shall be followed regardless of the administrative level from which the transfer originated.~~
  - f. ~~Transfers shall not be made for arbitrary or capricious reasons.~~

**4.4 Procedures**

Assignment: Bargaining unit members shall be notified in writing of their assignment for the subsequent school year no later than June 1<sup>st</sup>. Site

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administrators shall consider the preferences submitted by February 1<sup>st</sup> in

making subsequent year assignments.

4.4.1 Voluntary Reassignment: Bargaining unit members will submit their preferences for subsequent year assignments no later than February 1<sup>st</sup> on a form to be provided by the District. Preferences shall remain in effect unless withdrawn by written notification to the District.

4.4.2 The District/site administrators shall consider the preferences of bargaining unit members applying the criteria described in Section 4.3.

4.4.2.2 If vacancies occur during the summer, the District/site administrators shall review the preference form at the site before filling the position.

4.4.3 Involuntary Reassignment: In the event that the Superintendent and/or designee deems it necessary to reassign a bargaining unit member during the school year, the criteria set forth in 4.3 shall be applied, subject to 4.8.1 and 4.8.2 as applicable.

4.4.3.1 The Superintendent (and/or designee) shall provide written notice of an involuntary reassignment, stating the nature of the reassignment with reasons therefore, and informing the bargaining unit member of his/her right to a meeting with the District representative, if requested.

4.4.3.2 Any bargaining unit member involuntarily reassigned shall not be involuntarily reassigned again for a minimum of two (2) years without the consent of the bargaining unit member, unless it is not feasible to comply with this limitation.

4.4.4 Voluntary Transfer: Voluntary transfer requests shall be in writing and include reason(s) for requesting the transfer and addressing the criteria set forth in 4.3.

4.4.4.1 Applications will be accepted at any time to transfer to another site for the current or next school year. Each individual bargaining unit member will accept the responsibility to apply in writing for jobs posted.

4.4.4.2 Bargaining unit members who apply for voluntary transfers shall be granted an interview.

4.4.4.3 The District shall place bargaining unit members who meet all applicable criteria (Section 4.3) before considering outside candidates.

- 4.4.4.4 If the voluntary transfer is denied the bargaining unit member may request a conference and/or written reasons for the denial.
- 4.4.5 Involuntary Transfer: In the event that the Superintendent/designee deems it necessary to involuntarily transfer a bargaining unit member during the school year, the site administrator shall seek volunteers from the impacted grade level(s). If there are no volunteers, the least senior bargaining unit member at the impacted grade level(s) shall be involuntarily transferred. If the involuntary transfer occurs prior to the start of the school year, and if there are no volunteers, the least senior bargaining unit member from the site shall be transferred.
- 4.4.5.1 The Superintendent (and/or designee) shall provide written notice of involuntary transfer, stating the nature of the transfer with reasons therefore, and informing the bargaining unit member of his/her right to a meeting with the District representative if requested. Notice shall be given two weeks prior to the involuntary transfer, except under unusual circumstances, which can be documented.
- 4.4.5.2 In the event there is more than one (1) vacancy a bargaining unit member to be involuntarily transferred shall have the right to indicate preferences from a list of said vacancies and the District shall honor such requests applying the criteria set forth in section 4.3.
- 4.4.5.3 All bargaining unit members who have been involuntarily transferred shall for a period of twelve months from the effective date of the involuntary transfer, be notified by the District of all vacancies at the site from which they were involuntarily transferred. The bargaining unit member shall have ten (10) days from this notification to exercise a right of return to that site. If the bargaining unit member does not exercise this return right the bargaining unit member may still apply for the position but will no longer have return rights and shall be given consideration in accordance with the provisions set forth in 4.3. This provision shall not apply in cases of school closure.
- 4.4.5.4 Any bargaining unit member involuntarily transferred shall not be involuntarily transferred again for a minimum of two (2) years without the consent of the bargaining unit member. This provision shall not apply to bargaining unit members who are transferred to a school that is subsequently closed.

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#### 4.5 Administrative Transfer

In the event that compelling circumstances require that a bargaining unit



member be transferred on an administrative basis for his/her welfare and/or the welfare of the District, the bargaining unit member shall be informed of the reason(s) for this action by the Superintendent or designee in writing.

#### 4.6 Itinerant Teachers

Schedules of bargaining unit member(s) who are assigned to more than one school will be arranged with the involvement of those bargaining unit members and the school site administrators.

4.6.1 Bargaining unit members who are required to travel between schools in one school day will be reimbursed at the Federal (IRS) rate.

#### 4.7 Moving Assistance

If any involuntary reassignment or involuntary transfer is made for a K-5 bargaining unit member less than two weeks prior to the first day of school, the bargaining unit member will be given either three working days to prepare without classroom responsibility, or three days of compensation at the then current substitute rate.

4.7.1 If any involuntary reassignment or involuntary transfer is made for a middle school bargaining unit member less than two weeks prior the first day of school or after the start of the trimester, that bargaining unit member shall be given one working day to prepare without classroom responsibility or one day of compensation at the then current substitute rate for each new subject area or grade level.

4.7.2 Any bargaining unit member who is reassigned or who volunteers to transfer in lieu of involuntary transfer shall qualify for the following:

- a. Use of up to 75 moving boxes\*
- b. Assistance with moving
- c. Technology assistance, e.g., District computers will be set up.
- d. \*\*Stipend of \$30 per hour up to a maximum of \$420, by submitting documentation to the principal.

4.7.3 For bargaining unit members who qualify for the foregoing, the District will make every effort to provide a classroom that is ready to move into at the time of the physical transfer of rooms.

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\*The District shall take responsibility for moving textbooks and classroom equipment.

\*\*For unit members who are moving classrooms.

#### 4.8 Elementary Combination Class Assignment

When the need for a combination class arises, volunteers will be sought from the affected grade levels at that site. If no volunteer comes forward, an assignment from bargaining unit members of the affected grades will be made on a rotational basis as agreed upon by the affected bargaining unit members and administrator at the site.

- 4.8.1 A temporary or probationary bargaining unit member with less than two years teaching experience shall not be assigned or reassigned to a combination class, except if no other reasonable option is possible or as set forth herein. After school has started, no bargaining unit member will be involuntarily assigned if a combination class is created as an additional classroom to the school. The exemption for new bargaining unit members shall not apply if this circumstance arises.
- 4.8.2 Bargaining unit members who teach a combination class will receive a stipend as set forth in Section 5.9.
- 4.8.2.1 Bargaining unit members at the affected grade levels at a school site shall have the option to design alternative staffing or configurations for grouping students with the approval of the administrator.
- 4.8.3 The Site Administrator shall meet and/or communicate with the affected team of bargaining unit members at the earliest possible time to discuss establishing combination classes.
- 4.8.4 The District shall provide appropriate curricula materials and assistance in the area of instructional strategies for combination classes.
- 4.8.5 There shall be no more than 2 involuntary overloads in 4/5 combination classes. There is no intent to overload combination classes; rather the parties acknowledge that flexibility may be necessary to best service the classes at the affected grade level.

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#### 4.9 Alternative Programs

Bargaining unit members not currently assigned to Alternative Programs (PACT and Dual Immersion) may only be transferred into these programs by

mutual agreement.

Professional growth at the sole and exclusive discretion of the Board of Trustees on a case-by-case basis.

**TENTATIVE AGREEMENT**

**Article 5**

**March 6, 2024**

**[Amend Article 23 to reflect a 3 year term (July 1, 2024 through June 30, 2027), with no reopeners for 2024-2025 and 2026-2027; limited reopeners in 2025-2026 to address leaves if AB 2901 is not enacted, plus each side may elect to open one additional non-economic issue. See also parcel tax issue addressed at end of this proposal]**

ARTICLE 5

COMPENSATION AND BENEFITS

5.1 Salary Schedule

The Bargaining unit member's salary schedule shall include five (5) basic educational columns.

5.1.1 Column I shall include those who hold a Bachelor degree plus 30 units.

5.1.2 Column II shall include those who hold a Bachelor degree plus a minimum of 45 semester units earned after the awarding of the Bachelor degree or Masters degree.

5.1.3 Column III shall include those who hold a Bachelor degree plus a minimum of 60 semester units earned after the awarding of the Bachelor degree, or who have a minimum of 45 units including the Masters degree.

5.1.4 Column IV shall include those who hold a Bachelor degree plus a minimum of 75 semester units earned after the awarding of the Bachelor degree, or who have a minimum of 60 units including the Masters degree.

5.1.5 Column V shall include those who hold a Bachelor degree plus 90 semester units earned after the awarding of the Bachelor degree, or who have 75 units including the Masters degree.

5.1.6 All units beyond the Bachelor degree will be granted credit on the salary schedule if:

- a. Grade in course is "C" or better
- b. Course is related to education in that it is an education course or liberal arts, e.g., art, English, foreign language, mathematics, music, physical sciences, social sciences.

5.2 Coursework

All courses taken during the school year and for the purpose of advancement on the salary schedule for the coming year shall have the prior approval of the principal or immediate supervisor.

### 5.3 Transfer to a Higher Classification

A notice of intent to transfer to a higher classification for a subsequent year shall be made to the Superintendent or designee.

5.3.1 Verification of completed work shall be made to the Superintendent or designee by September 1st in order for the transfer to a higher classification to be made during the year.

5.3.2 Equivalent semester hours for professional growth shall be credited for advancement on the salary schedule in the same manner as courses taken at colleges and universities.

### 5.4 Experience Steps

The bargaining unit members' salary schedule shall contain experience steps:

5.4.1 Classification I, II, III, and IV shall contain 10 steps, from 0 through 10 years of experience.

5.4.2 All bargaining unit members shall be placed on the salary schedule according to their educational qualifications and their satisfactory teaching experience as determined by the Superintendent or designee.

### 5.4.3 Salary Schedule Placement

Individuals hired with preliminary or clear California credentials will be appropriately placed on the salary schedule and will experience subsequent schedule movement as outlined by the collective bargaining agreement.

5.4.3.1 Individuals who do not possess a preliminary credential (i.e. individuals who are enrolled in intern programs or other such examples which may not be anticipated by the parties at this time) will be placed at step one, column one of the salary schedule as shall remain at step one, column one until they obtain a preliminary or clear credential.

5.4.3.2 The parties agree that the District will not be required to make a distinction as to the amount of experience credit a newly hired bargaining unit member with a preliminary or clear credential brings from another public school employer, even if prior service included year without a preliminary or clear credential. When initially placing a newly hired bargaining unit member on the salary schedule, the District may rely solely on the experience credit

history provided by the previous employer.

5.4.3.3 The District will develop appropriate criteria for placement of newly hired bargaining unit members who possess a preliminary or clear credential but whose experience was in private school settings. These criteria will be consistent in its application and will adhere to the uniform salary schedule provisions of Education Code Section 45028.

5.4.3.4 Section 5.4.3.3 of the current Collective Bargaining Agreement addresses initial placement on the salary schedule for newly hired bargaining unit members who possess a preliminary or clear credential. Under the provisions of this section, individuals who complete 75% of the work year with another public school employer are credited with a full year of experience for that service. As currently written, this section does not provide for initial placement credit for fully credentialed individuals who have worked part time for other public school employers.

5.4.4 A year of teaching experience must have been for at least 75% of the number of days in that school year except as noted in section 13.9 of this Agreement.

5.4.4.1 Current Employee Movement: a year of teaching experience must have been for at least 75% of the number of days in that school year. Credit for salary schedule movement for current bargaining unit members who participate in job sharing teams is governed by the provisions of section 13.9 of this agreement.

Credit for less than full time experience shall be granted to individuals who have completed at least 75% of the number of days of their contractual assignment and who meet the other requirements for initial placement outlined in Section 5.4.6.

5.4.5 Day-to-day substitute teaching will not be considered as teaching experience to be credited for salary schedule placement.

5.4.6 A full year's credit for prior teaching experience shall be allowed for two one-half years of experience if they have been in the same year even though in two different school districts.

## 5.5 Longevity

Classifications I through V, steps 13-19, provide for recognition for years of service in the District (longevity). Years of service in the District do not need to be consecutive.

5.5.1 Individuals hired with preliminary California credentials will be appropriately placed on the salary schedule and will experience subsequent salary

schedule movement as outlined by the collective bargaining agreement.

5.5.2 Individuals, who are enrolled in intern programs, or other such examples which may not be anticipated by the parties at this time, will be placed at step one, column one of the salary schedule and shall remain at step one, column one until they obtain a preliminary clear credential.

5.5.3 The parties agree that the District will not be required to make distinction as to the amount of experience credit a newly hired unit member with a preliminary or clear credential brings from another public school employer, even if proof service included years without a clear credential. When initially placing a newly hired unit member on the salary schedule, the District may rely solely on the experience credit history provided by the previous employer.

5.5.4 The District will develop appropriate criteria for placement of newly hired bargaining unit members who possess a clear credential but the experience is in private school settings. These criteria will be consistent in its application and will adhere to the uniform salary schedule provisions of Education Code Section 45028.

5.5.5 Section 5.4.4 of the current Collective Bargaining Agreement addresses initial placement credit on the salary schedule for newly hired employees who possess a preliminary or clear credentials. Under the provisions of this section, individuals who complete 75% of the work year with another public school employer are credited with a full year for experience for that service. As currently written, this section does not provide for initial placement credit for fully credentialed individuals who have worked part time for other public school employers.

The parties recognize that some individuals work in part time assignments or are engaged in "job sharing." It is the intent of the parties to credit newly hired unit members for part time assignments on a pro-rated basis. In order to achieve this goal, the parties agree as follows:

5.5.5.1 In order to receive initial placement credit for a full or partial assignment with another public school employer, the newly hired individual must possess a preliminary or clear credential and must have worked at least 75% of the number of days of that contracted assignment.

#### Example I

An individual worked as a full time employee in a 187-day work year assignment, they would have had to work for 75% of 187 days.

#### Example II

An individual's full time equivalent status was 1.0 but they worked for only a single semester assignment in a 187-day work year, they would have had to work for 75% of 93 or 93.5 days in order to be credited with one-half of a full year's credit.

5.5.5.2 If an individual meets the criteria in section (a), the District will determine the initial placement credit. In calculating the amount of credit an individual will receive for initial placement; the District will total the years, or partial years, of experience with the previous district(s). The calculated total will then be rounded off using a threshold of .75 or greater to determine whether a partial year will count as one year of credit or one-half year of credit. Below .75 rounds down. For example:

Employee "A" has worked five years full time for a previous employer. They receive five years of service credit and are placed at step 6.

Employee "B" has worked a total of 4.8 years, mixing full and/or part time employment, for a previous employer. The employee receives five years of service credit (4.8 rounds up to 5.0) and is placed at Step 6.

Employee "C" has worked a total 4.6 years, mixing full and/or part time employment, for a previous employer. They receive four years of service credit (4.6 rounds down to 4.0) and are placed at Step 5.

## 5.6 Benefits

California school employees are covered by California Workers Compensation laws. Bargaining unit members are insured whenever they are at school. Bargaining unit members are also insured away from school when they are on duty and engaged in bona fide work for the District.

5.6.1 The District shall provide payroll deductions for those who elect to contribute and who are qualified to participate in a group income protection plan.

5.6.2 Credit Union privileges are available to bargaining unit members. The District shall provide payroll deduction, if so requested in writing by the bargaining unit members. However, the credit unions for which deduction will be made shall be only those approved by the Santa Clara County Office of Education.

5.6.3 A tax sheltered annuity program is available to all bargaining unit members.

5.6.4 Such program(s) shall conform with all state and federal governmental regulations pertaining to tax sheltered annuities.

5.6.4.1 All tax sheltered annuity policies shall be individual or group annuity contracts between bargaining unit members and the insurance company.

5.6.4.2 All arrangements prior to the bargaining unit members requesting a salary reduction for the purposes of annuity purchase shall be made between



bargaining unit members and the insurance company. The bargaining unit members shall select the insurance company from which the annuity contract is to be purchased.

5.6.4.3 The bargaining unit member and the insurance company shall be responsible for:

- a. Meeting any and all legal requirements
- b. Providing all releases or other forms necessary for the District to perform its function.
- c. Arranging to conduct their conferences away from school grounds and not during school hours.
- d. Settling any disagreement between themselves without involving the District.

5.6.4.4 The responsibility of the District shall be limited to:

- a. The actual purchase of the annuity contract for the bargaining unit member, upon request.
- b. The administrative details involved in reducing the bargaining unit member's salary for annuity purchase.
- c. The administrative details involved in sending monthly premium payments to the insurance company.

5.6.4.5 Nothing in this policy shall be construed as relating to any implied promise of continued employment other than that provided by law.

5.6.4.6 The District shall continue to cover health and welfare benefits at the level set forth in sections 5.6.5.1 – 5.6.10.

5.6.5 The District and the Association shall mutually agree upon HMO and indemnity health plans to be offered to unit members. The District shall provide the following contributions for current and new employees for medical Benefits: Add MOUS

- a. For single-party coverage: 95% of the Kaiser or United Health Care HMO premium rate, depending upon the provider chosen by the employee. Employees opting for the United Health Care PPO plan will receive a District contribution equal to 95% of the United Health Care HMO premium rate.
- b. For two-party coverage: 90% of the Kaiser or United Health Care HMO premium rate, depending upon the provider chosen by the employee. Employees opting for the United Health Care PPO plan will receive a District contribution equal to 90% of the United Health Care HMO premium rate.
- c. For family coverage: 85% of the Kaiser or United Health Care HMO premium rate, depending upon the provider chosen by

the employee. Employees opting for the United Health Care PPO plan will receive a District contribution equal to 85% of the United Health Care Plan.

5.6.5.1 The District shall provide for a group vision care plan for all unit members and their eligible dependents. The District shall provide the following contributions for current and new employees for group vision care plan Benefits:

- a. For single-party coverage: 95% of the group vision care plan premium rate.
- b. For two-party coverage: 90% of the group vision care plan premium rate.
- c. For family coverage: 85% of the group vision care plan premium rate.

5.6.5.2 The District shall provide for a group dental care plan for all unit members and their eligible dependents. The District shall provide the following contributions for current and new employees for group dental care plan benefits:

- a. For single-party coverage: 95% of the group dental care plan premium rate.
- b. For two-party coverage: 90% for the group dental care plan premium rate.
- c. For family coverage: 85% of the group dental care plan premium rate.

5.6.5.3 No bargaining unit member shall be covered under more than one plan paid by the District. An employee with a spouse or domestic partner who is also employed by the District shall be covered in the following manner:

- a. No dependents: (a) each may be covered under single party coverage or (b) one two-party coverage policy.
- b. One dependent: (a) single coverage policy for one employee and two-party coverage for spouse/partner and dependent or (b) one family coverage policy.
- c. Two dependents: (a) two-party coverage for each employee with one dependent or (b) one family coverage policy.
- d. Three or more dependents: family coverage only (includes employees and dependents).

5.6.6 The District shall provide for a mutually agreed-upon level life insurance plan.

5.6.7 The District shall contribute, based on the percentage of time worked, the premiums for the group medical, dental, vision care and life insurance plans for bargaining unit members employed at least 50% time or greater, i.e., for

a 60% employee the District would pay 60% of the medical, dental, vision, and life insurance premiums.

5.6.8 Any premium contributions above the maximums set forth above shall be accomplished by a payroll deduction from the employees.

5.6.9 The availability of health coverage for employees and their family members shall comply with all state and federal laws, provided, however, such laws shall not increase the District's contributions as set forth in this Agreement.

#### **~~5.6.10 Medical Coverage Opt-Out~~**

~~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.~~

5.7 A Joint Benefits Committee shall be formed and will be an advisory committee only, comprised of three (3) appointees of the Association and three (3) appointees of the District. The purpose of the Committee shall be to explore cost containment measures, ~~including but not limited to, alternative insurance carriers and/or modifications of insurance benefit specifications.~~

#### **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. (effective after ratification and approval of agreement)
- b. A rate of \$40.00 per hour, rounded off to the next quarter hour for all other service. (effective after ratification and approval of agreement)
- c. Professional Growth Credit

#### **5.9 Stipends**

The Association and the District agree that the following positions shall not be compensated on an hourly basis, but rather, compensated as a stipend as specified below:



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

2023-2024 Salary Schedule Increase:

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

5.10 2024-2025 Salary Schedule Increase:

5% increase to 2023-2024 "Salary Schedule Certificated" effective July 1, 2024

5.11 2025-2026 Salary Schedule Increase:

5% increase to 2024-25 "Salary Schedule Certificated" effective July 1, 2025

5.12 2026-2027 Salary Schedule Increase:

4% increase to 2025-2026 "Salary Schedule Certificated" effective July 1, 2026

If the November 2024 parcel tax is not approved by the voters, then the District may elect to reopen sections 5.11 and 5.12 to explore, discuss and negotiate adjustments, amendments and options relative to total compensation.

- a. Overnight Stipend. Bargaining unit members who are authorized by the Board to attend and then participate on overnight trips shall be paid a stipend of \$200 per overnight.
- b. Teacher in Charge Stipend. The Teacher in Charge's responsibility will be a school year long assignment compensated at a rate of \$100 per month (\$1,000 total) to be paid in two installments, December and June pay warrants.
- c. Elementary Combination Class Stipend. Bargaining unit members who teach a combination class consisting of any combination of grades Transitional Kindergarten through grade 5 shall receive a stipend of \$150 per month (\$1,500 total) to be paid in two installments, December and June pay warrants; provided, however, that such stipend shall not be paid for special day classrooms.
- d. Specialty Teacher Stipend. In the event that District administration, in its reasonable judgment, determines that a vacancy is particularly difficult to fill because of limited availability of applicants, the District may, on a year-to-year basis, offer a stipend to attract and retain qualified candidates.
- e. Effective July 1, 2021 an annual stipend of two thousand five hundred dollars (\$2,500), will be provided to any unit member who holds a National Board Certification
- f. 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
- g. 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.
- h. 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
- i. 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

~~5.10 2022-2023 Salary Schedule Increase:~~

~~4% increase to 2021-23 "Salary Schedule Certificated" effective July 1, 2022~~

~~2023-2024 Salary Schedule Increase:~~



MVWSD to MVEA  
March 6, 2024, 1:30 pm

MVEA Proposal to MVWSD  
March 6, 2024 11:20

MVEA Proposal to MVWSD  
**ARTICLE 7 CLASS SIZE**  
February 28, 2024

7.1 Maximum Class Size

Subject to notes 1, 2 and 3 below, maximum class size shall be:

TK-K	12 : 1 ratio, or as required by applicable law
K	24
1-3	24
4-5	30
6-8	180 contacts per day or <del>33</del> 32 in any one core class period
Physical Education 6-8	45
Combination Classes K-3	24** 22
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, the District may exceed the maximum class sizes, but overload compensation specified in section 7.6 shall be paid if any class size numbers exceed the maximum numbers listed in the chart

~~on 7.1. It is not the District's intention to overload classes for grades, the district may continue to take advantage of current Class Size Reduction penalty flexibility. If the District utilizes such flexibility, the class size at grades K-3 will be a school-wide grade-level average of 24:1 with a maximum 27 per class and 24 in combination classes~~

~~\*\* If any TK-3 class size exceeds a maximum of 27 (24 in a combination class), the number of students as listed in the table above, the District will provide overload compensation as provided specified in sec 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 7.6.4 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 about a new student through the school year. Unit members will have the ability to discuss any concerns about a new student or the distribution placement 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. Collapsing of classes shall be determined and the unit member(s) affected shall be informed by the beginning of the third week of school at the latest. Unit members affected, will be provided with three days to prepare for their new assignment and/or movement of classrooms.

~~7.2.1 Collapsing of classes shall be determined and the unit member(s) affected shall be informed by the beginning of the third week of school at the latest. Unit members affected, will be provided with three days to prepare for their new assignment and/or movement of classrooms. While it is not the intent of the district to collapse classes after the third week of school, in the event that there is a vacancy created by unforeseen circumstances (I.E. Death of a unit member or a teacher resigning/leaving the district) where the collapsing of the classroom occurs post the third week of school, the district will inform MVEA with the reasons and support provided for the unit member(s) affected.~~

~~If the collapse of a classroom is needed due to declining enrollment post the third week of school, MVEA will have to agree in order to collapse the classroom and/or transfer unit members, unless the decline for the classroom is less than 14 students which would allow the district to make such a choice.~~

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 In the event that a class is collapsed after the beginning of the academic year, Article 4.7 shall apply.

[NOTE TO TEAMS: Renumber remaining paragraphs and references to 7.6 in



other sections of contract.]

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:

- o Hiring of additional teachers
- o Hiring of additional instructional assistants
- o Additional instructional assistants
- o Transfer of pupils
- o Overload payments

7.6 Overload payment:

a. Resource Specialists and Speech and Language pathologists shall be paid ~~\$50 \$60~~ \$55 per week per student in excess of caseload set forth in section 7.1.

b. For all other teachers, teachers shall be paid ~~\$50 \$60~~ \$55 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.~~ 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 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-\$12~~ ~~\$10~~ \$11 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.

**Grades 6-8.** 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~~ ~~\$75~~ ~~\$60~~ ~~\$70~~ \$65 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.



**MVWSD Proposal to MVEA  
Article 8 Professional Growth (and Form in Appendix)  
January 11, 2024**

Amend Article 8 as indicated below (and amend the Professional Growth Form consistent with the changes below). The District reserves its right to amend, withdraw, substitute or otherwise modify this proposal.

**ARTICLE 8**

**PROFESSIONAL GROWTH AND DEVELOPMENT**

- 8.1** Professional Growth and Development includes, but is not limited to the following: 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** Professional growth through coursework 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.
- 8.3** To receive salary schedule advancement, the bargaining unit member must request and receive coursework approval from the school principal and Associate Superintendent in advance, and at least 30 calendar days prior to the commencement of the course. The official course description must be submitted to the District along with the pre-approval request. 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.

**8.4** 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. Reasonable efforts shall be made to schedule and complete the appeals process before the commencement of the course, but failure to do so shall not obligate the District to approve or compensate the unit member for unapproved

coursework. Unit members are encouraged to submit requests for pre-approval as early as possible.

**8.5** 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.

**8.6** 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.

**8.7** 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 site principal.**

- 8.7.1 Bargaining units attending such meetings 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 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.**

ARTICLE 8

PROFESSIONAL GROWTH AND DEVELOPMENT

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- 8.2 Professional growth through coursework 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. (See appendix B)
- 8.3 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.
- 8.4 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.
- 8.5 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.

A handwritten signature in blue ink, appearing to read "Asher" on the top line and "Cavallo" on the bottom line.



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 Article 10 Evaluation  
 February 28, 2024

Amend Article 10 and omit Appendix D (PAR), as indicated below. The District reserves its right to amend, withdraw, substitute or otherwise modify this proposal.

**ARTICLE 10**

**EVALUATION PROCEDURES**

In accordance with the Conceptual Agreement the parties agree to the following language changes related to procedures:

10.1		The purpose is to maintain or improve the quality of instruction in the District. This process should result in better understanding and mutual trust.
10.2		The timelines established in this article are guidelines that should be followed. However, if necessary, these dates may be extended by mutual agreement. The reason for the extension will be written on the evaluation timeline forms. The dates established for dismissal cases pursuant to the Education Code shall be in no way altered by the District.
10.3		All bargaining unit members to be evaluated in a given year will be notified in writing and given the timeline process by September 15 <sup>th</sup> of that year. During the month of September, the Evaluator will meet with all teachers to be evaluated to review general procedures and options.
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 <sup>th</sup> (non-permanent staff) <del>or</del> and October 31 <sup>st</sup> (permanent staff). Areas of focus set by certificated staff who are not in an evaluation year shall be part of <del>his/her</del> their professional growth and not monitored by administration.

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10.5		By September 30 <sup>th</sup> (non-permanent staff) or and October 31 <sup>st</sup> (permanent staff) of each school year in which 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.
10.6		Every bargaining unit member new to the District, whether probationary or temporary, shall be observed with written follow up by the immediate supervisor, at least three (3) times during the first year. At least three (3) written observations shall contribute to the end of year evaluation.
10.7		Other probationary or temporary bargaining unit members shall be observed with written follow up by the immediate supervisor at least once each school year. At least two (2) written observations shall contribute to an end of the year evaluation.
	10.7.1	A temporary bargaining unit member working in a reduced assignment position shall be evaluated at least every other year after the third year of employment in that same position.
10.8		<p>Every permanent bargaining unit member shall be evaluated in writing at least every other year by the immediate supervisor. A minimum of one (1) written observation shall contribute to the end of the year evaluation and will take place by February 1<sup>st</sup>. Additional observations may be requested by the evaluator or the teacher, and shall be granted. These may take place before or after February 1<sup>st</sup>.</p> <p>Tenured bargaining unit members with ten years of District service who are "highly qualified" under ESEA may be evaluated up to every 5 years with the mutual agreement of the evaluator and bargaining unit member. Either party may ask to revert back to the traditional every other year schedule.</p>
10.9		For the purpose of ascertaining the degree of progress toward agreed upon objectives, the evaluator shall conduct during the first trimester, when appropriate, at least one observation lasting at least 20 minutes. These observations shall be scheduled between the evaluator and teacher at least three (3) days in advance or by mutual agreement. Following an evaluation observation, a meeting shall be held within five (5) days, unless mutually agreed otherwise, for the purpose of sharing



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		with the teacher all observation reactions. Additional observations may be unscheduled.
10.10		By the end of the first trimester in an evaluation year, each evaluator shall ascertain the degree of progress, and shall assist the individual being evaluated in meeting the objectives where assistance is indicated.
	10.10.1	<p>Where assistance is indicated, the evaluator shall take positive action to help correct deficiencies. Such action shall include specific written recommendations for improvement, direct assistance in implementing such recommendations, and may include at least two (2) half days of released time for the teacher to visit and observe other similar classes in other schools. A summary of the assistance plan will be included as part of the written evaluation.</p> <p><del>10.10.2 If a member is to be given a negative evaluation at the end of the process, they should have been notified in writing about the area(s) for growth and provided assistance in making progress toward competency in that domain.</del></p> <p><del>10.10.1.1 In the event that a unit member receives an unsatisfactory rating in their overall evaluation, the issue(s) leading to that unsatisfactory rating will have been discussed in previous observation meetings, written recommendations for improvement provided to the unit member, and direct assistance given in that area (as outlined in sec. 10.10.1).</del></p> <p><del>The unsatisfactory rating is therefore an acknowledgement that the necessary growth was not made by the unit member in the area(s) of concern and will result in the implementation of the process outlined in sec. 10.11.</del></p> <p><del>10.10.1.2 In the event that a unit member receives an unsatisfactory rating based on information or data brought forward after the final formal observation in their overall evaluation based on the final observation in an observation cycle, the process in 10.10.1 will still apply and the unit member will be evaluated again the following school year in order to with an emphasis on showing growth in the area(s) of concern. or in order to be able to be further provided with feedback on the issue(s) seen in the after the final</del></p>

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		formal observation from the previous year.
10.11	40.10.2	<p>Any permanent employee who at the end of the school year receives an <u>overall unsatisfactory rating, or a needs improvement or unsatisfactory in any of the Domains shall receive additional support from the evaluator and/or the District as indicated below.</u> The District shall thereafter confer with the unit member making specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in such performance. Such assistance shall include a remediation plan described below for the following year. <del>1,2,3, or 4 of the contract language cannot be changes shall be referred to PAR Program; with support to commence not later than the following school year, in accordance with Appendix D of this Agreement. The duration of PAR Program support shall not exceed two school years. At the end of the first school year, participation may be extended for up to one additional school year per Appendix D, section 3.1.5.2.</del></p>
		<p>10.11.1. <del>The</del> A written remediation plan shall be developed by the evaluator <u>after consultation in collaboration</u> with the evaluatee. Every effort should be made to develop the plan at the end of the evaluation cycle in which the unsatisfactory evaluation occurred. The District's and evaluator's roles to assist the unit member throughout the process that <del>will be included in the written remediation plan</del> will include but will not be limited to the following:</p> <p>10.11.2. Specific recommendations for improvement which clearly identify <u>specific areas and objectives for improvement</u>, the evaluator's expectations, and when they will be accomplished <del>which will include citing areas where improvement is needed.</del></p> <p>10.11.3. Direct assistance to implement such recommendations.</p> <p>10.11.4. Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements if necessary. These resources may include but are not limited to: assistance from other colleagues including unit members, written materials, webinars, workshops, or other resources as appropriate.</p> <p><del>10.11.5. Teaching techniques recommended to support measure improvement. A metric(s) to evaluate progress on objectives.</del></p> <p>10.11.6. Timeline scheduled to monitor progress.</p>

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	<p>10.11.7. The District, MVEA President or designee and Evaluatee may agree to retain another individual (either a District employee or a non-District employee) to provide an assessment of the unit member's performance. If a unit member is selected to be the individual to provide the assessment of the employee, they will be paid for their service through a one time stipend of \$650 dollars (hourly rate will apply after 10 hours upon district approval). <del>At the time of the development of the remediation plan, the evaluatee may request, and the District will provide, a person specializing in the subject area or areas of recommended remediation to provide an assessment of the unit member's performance. This assessment is in addition to that of the subsequent primary evaluator. Such a person shall be selected from outside the district or within the school district (with the exception of another unit member unless agreed upon by both parties). The unit member must select from among no more than four (4) nominations of an external specialist made by the principal. The unit member shall not have the option of requesting an external specialist more than once in the course of this or subsequent consecutive remediations. The assessment of the external specialist must be attached to the evaluation, however. The final determination of satisfactory performance remains with the primary evaluator.</del></p> <p><del>10.11.7 In addition to evaluator support and assistance, The unit member may in addition request support for professional growth aligned with the CSTP's (teachers), National Evaluation Framework for School Social Work Practice (social workers), Performance Assessment of Contributions and Effectiveness of SLPs (SLPs). This support may focus on academic, social-emotional, and/or behavioral needs and growth of students. To accomplish this intent, plans of support may be developed jointly by the evaluator and the unit member. These plans of support may be informal or formal/written.</del></p> <p><del>10.11.8 In the case, a unit member gets an unsatisfactory evaluation for a second year in a row, the admin/district will follow the same process as described in section 10.11. If any permanent certificated employee has received an unsatisfactory evaluation, the employing authority shall annually evaluate the employee, using the supports outlined in sec. 10.11, until the employee achieves a positive evaluation or takes action to terminate the employment relationship.</del></p> <p><del>10.11.9 If at the end of the evaluation cycle the evaluatee is deemed to have met the requirements of a satisfactory performance, they will not be evaluated the next year and will be placed on the regular evaluation</del></p>
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		<del>cycle as specified in Article 10.</del>
<u>10.12</u> 1	FIX ##	During the course of the evaluation period, circumstances may arise which require modification of the evaluation parameters. Revision may be accomplished at any time at the request of either evaluator or teacher, and the concurrence of both.
<u>10.13</u> 2		An evaluator shall base an evaluation of the teacher on information collected through direct observation. Observed conduct may be used as part of the evaluation procedure. Unobserved conduct shall be investigated by the administrator and be communicated with the teacher separate from the evaluation procedure.
<u>10.14</u> 3		The bargaining unit member being evaluated may comment, in writing, on the evaluation. Non-permanent status bargaining unit members shall be informed at the time of the annual evaluation conference whether or not their overall rating meets the requirement for permanent status recommendations. The timeline for the evaluation process shall be as follows:

Deadline	Steps in Process	Log of Observations/Conferences
By September 15	All teachers to be evaluated will be notified in writing	

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<p>By September 30 – non permanent status</p> <p>By October 31 – permanent status</p>	<p>All teachers will identify individual areas of focus based on the California Teaching Standards and participate in an Area of Focus conference</p>	<p>Conference Date _____</p>
<p>By November 30 – non permanent status</p> <p>By February 1 – permanent status</p>	<p>Completion of 1<sup>st</sup> Observation Cycle</p>	<p>Pre-Observation Conference: _____</p> <p>Post Observation Conference: _____</p>
<p>By January 31</p>	<p>Completion of 2<sup>nd</sup> Observation Cycle [if requested by evaluator or permanent teacher] per 10.7</p>	<p>Pre-Observation Conference: _____</p> <p>Post Observation Conference: _____</p>
<p>By February 28</p>	<p>Completion of 3<sup>rd</sup> Observation Cycle [if requested by evaluator or permanent teacher] per 10.7</p>	<p>Pre-Observation Conference: _____</p> <p>Post Observation Conference: _____</p>
<p>By May 15</p>	<p>Teacher receives a copy of the summative evaluation</p>	<p>Date Summative Evaluation Received by Teacher: _____</p>
<p>By May 31</p>	<p>Teachers meet with evaluator for Final Evaluation Conference- both parties sign the final evaluation report</p>	<p>Final Evaluation Conference: _____</p>

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By June 10	Final evaluation report which includes: Certificated Evaluation Calendar, all Collaborative Assessment Logs, and the Summative Evaluation are filed with the Superintendent or designee	
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The timeline can only be modified by mutual agreement between the unit members and the site administrator responsible for the evaluation. The form for the timeline shall be attached as Appendix.

10.1 4		Any bargaining unit member who is dissatisfied with the evaluation which is placed in the confidential personnel file may attach a reply thereto.
10.1 5		The District shall maintain a single personnel file for each bargaining unit member. Bargaining unit members or, upon written authorization, association representatives, may inspect their personnel file. Inspection of the file shall take place at the District Office at a mutually convenient time. A bargaining unit member may request and receive a copy of any item in the personnel file with the exception of confidential letters of reference.
10.1 6		It will be up to the discretion of the unit member to determine the need of a TOSA to participate in any part of the evaluation process including choosing the areas of focus as defined in Article 10.5 for the evaluation process. Any feedback provided by the TOSA shall not be used in any formal observations and/or evaluation forms.
10.1 7		<u>Tenured Teacher Option: Self-Directed Evaluation – Definition:</u>
		A self-directed system of evaluation is one that facilitates trust between staff and administration, supports teacher autonomy and learning which in turn will serve as a model for student learning and autonomy, and acknowledges the varying stages of a teacher’s professional development as he/she progresses through his/her career.
	10.17.1	<u>Eligibility</u>

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		<p>Permanent (tenured) bargaining unit member with five (5) years of District service may choose self-directed evaluation if the following criteria have been met:</p> <p>a. Most recent evaluation is satisfactory in all areas.  a. The Principal agrees that a self-directed evaluation best serves the professional growth of the bargaining unit member.</p>
	10.17.2	<p><u>Procedure</u></p> <p>Any tenured bargaining unit member interested in pursuing self-directed process shall meet with the Evaluator no later than September 30<sup>th</sup>. If it is determined that the bargaining unit member is eligible then a formal meeting will be held no later than October 31<sup>st</sup> for the bargaining unit member to present his/her proposal plan. The Evaluator shall review and approve the plan or work with the teacher to develop a mutually agreeable plan.</p>
	10.17.3	As the year proceeds, the plan may be changed.
	10.17.3.1	Scheduled Interactive Sessions – Part of the program may be regularly scheduled interactions regarding the teacher’s progress on the identified goals. The type of interactions may vary from option to option.
	10.17.3.2	The self-directed evaluation form for documenting a record of the professional growth enables the teacher and Evaluator to be aware of the nature of the activities.
	10.17.3.3	The signing of the form by the Evaluator at the end of the year ensures that the legal requirements for evaluation have been met.
10.18		<u>Appeal Panel</u>
		Any dispute regarding the <del>substance or</del> procedure of an evaluation may be appealed by the bargaining unit member to a panel consisting of the

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		President of the Association and the Superintendent or designee. The panel will meet in a timely fashion in order to reach a decision by the critical dates listed in this article. The final evaluation report shall remain the responsibility of the District administration, subject to the unit member's right to file comments as set forth in Section 10.14.
10.19		<u>Grievability</u>
		The substance of observations and evaluations shall be non-grievable.

**PEER ASSISTANCE AND REVIEW PROGRAM**

~~1~~ | Appendix D

1) Purpose

~~1.1 The Peer Assistance and Review Program (Program) allows exemplary teachers to assist teachers in need of development and/or improvement in the areas of subject matter knowledge, teaching strategies, teaching methods, and instruction, based on the California Standards for the Teaching Profession (CSTP).~~

~~1.2 The Program's assistance shall be provided through Consulting Teachers as described in detail in Sections 3 and 4.2 of this section. This assistance shall not involve participation in nor conducting of the evaluation of certificated unit members as set forth in Article X of the Agreement of Education Code 44660, et seq., except for making available to the evaluator the report of a unit member's participation in the Program.~~

2) Definitions for Purposes of this Document

~~2.1 "Classroom Teacher" or Teacher — Any Classroom teacher in in the certificated bargaining unit.~~

~~2.2 "Participating Teacher" — A unit member with permanent status who has~~



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~~received an unsatisfactory because his/her evaluator has determined that s/he does not meet one or more of the Mountain View Whisman School District teaching standards in the areas of subject matter, knowledge, teaching strategies, or teaching methods, or instruction:~~

~~2.3 "Consulting Teacher"—An exemplary teacher meeting the requirements of subsection 4.2.1 who is approved by the Joint Panel to provide Program assistance to a Participating Teacher.~~

~~2.4 "Evaluator"—An administrator appointed by the District to evaluate a certificated teacher.~~

### ~~3) Program Outline~~

#### ~~3.1 For Participating Teachers~~

~~3.1.1 Any participating teacher who has received an unsatisfactory rating due to not meeting standards in GSTP Standards 1 through 5 must participate in the program.~~

~~3.1.2 The Consulting Teacher's assistance and review shall focus on the specific areas identified in the support/improvement plan developed by the PT's Evaluator when the PT received an unsatisfactory.~~

### ~~PEER ASSISTANCE AND REVIEW PROGRAM~~

#### ~~-2- | Appendix D~~

~~3.1.2.1 These areas for improvement shall be aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44644(a) and 44500(b) (2).~~

~~3.1.2.2 The Evaluator, the Consulting Teacher, and PT shall meet and discuss the recommended areas of improvement as evidence of progress made, as outlined by the Evaluator and the types of assistance that will be~~

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~~provided by the Consulting Teacher.~~

~~The Consulting Teacher and the Evaluator(s) are expected to coordinate and align the assistance provided to the PT.~~

~~3.1.2.3 The Consulting Teacher and the PT shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in section 4.2.6, which shall also involve conducting multiple classroom observations and coaching.~~

~~3.1.3 At the end of the time period specified in the support/improvement plan, the Consulting Teacher shall complete a written report describing the teacher's participation in the Program. This report shall consist solely of:~~  
~~1) a description of the assistance provided by the Consulting Teacher; and~~  
~~2) a description of the PT's participation in the program. This report shall be submitted to the Joint Panel, with copies also submitted to the PT and the Evaluator.~~

~~3.1.4 The Consulting Teacher's report (described in 3.1.3) shall be made available as part of the PT's annual evaluation. Either the Evaluator or the PT may choose to have the report included in the annual evaluation. Functions performed by the Consulting Teacher shall not constitute either management or supervisory functions as defined by Government Code Section 3540.31 (g) and (m). The Consulting Teacher is not the PTs evaluator.~~

~~3.1.5 After receiving the reports described in section 3.1.4, the Joint Panel shall recommend in writing to the Governing Board (and provide copies simultaneously to the PT, Consulting Teacher, and Evaluator), one of the following:~~

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~~3.1.5.1 That the elements of the support/improvement plan have been completed and that the PT is demonstrating a satisfactory level of performance and will be exited from the Program.~~

~~3.1.5.2 That continued participation in the Program is recommended for the following school year. This shall be on a one-time basis.~~

~~3.1.5.3 That, despite sustained assistance (at the end of the second year in the Program), the PT is not able to demonstrate satisfactory performance, and further assistance in the Program will not be successful. Therefore the Governing Board will determine next steps for the PT.~~

#### ~~4) Governance and Program Structure~~

##### ~~4.1 Joint Panel~~

~~4.1.1 The Peer Assistance and Review Program will be administered by a Joint Panel consisting of five (5) members, three (3) selected by Mountain View Educators Association and two (2) administrators appointed by the District. Qualifications for the teacher representatives shall be the same as those for Consulting Teacher as set forth in Section 4.2.1.~~

~~4.1.2 The Panel shall establish a procedure for selecting the Chair. The term of the Chair shall be one year, and the position shall alternate between the Association and the District. The Chair shall be a full voting member of the panel.~~

~~4.1.3 Four of the five members will constitute a quorum for purposes of meeting and conducting business.~~

~~4.1.4 The Joint Panel will make through consensus all decisions in the areas for appointments, reports and recommendations to the Governing Board, and Program plan. Failing consensus, decisions will be made by a majority vote.~~

~~4.1.5 The Joint Panel's primary responsibilities are to establish the annual~~

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~~Program and to approve and oversee the Consulting Teachers. In addition, the Panel is responsible for:~~

~~Coordinating with the District to provide training for Consulting Teachers, for panel member, and where appropriate, for any participating teachers;~~  
~~Reviewing Consulting Teachers' reports;~~

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~~Submitting to the Governing Board recommendations regarding PTs, including forwarding the names of any individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement;~~  
~~Forwarding to the office at the end of the year all the records regarding the Program, which shall be filed separately from the individual personnel records, except as set forth in Section 3.1.5 above.~~

#### ~~4.2 Consulting Teachers~~

##### ~~4.2.1 Minimum qualifications for Consulting Teacher:~~

~~A fully credentialed Classroom teacher with permanent status and at least five (5) years of teaching experience;~~  
~~Demonstrated ability to work cooperatively and effectively with other teachers and administrators (as described in 4.2.2).~~

~~4.2.2 If available, the Consulting Teachers will be chosen from teachers currently on special assignment (TOSA) who have been selected as instructional coaches due to their status as master teachers. If those~~

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~~positions no longer exist, the following procedure will take place:~~

~~4.2.2.1 The Human Resources Department shall post Consulting Teaching positions. Each applicant shall be required to submit a completed application, which shall include at least three references from individuals who have direct knowledge for the applicant's abilities for the position, including at least one reference from District principal. The Panel's procedures for selecting Consulting Teachers shall include provision for interviews and classroom observations of candidates. The Joint Panel will make the selection, which will be forwarded to the Superintendent. All applications and references will be treated with confidentiality and will not be disclosed except as required by law.~~

~~4.2.3 The Joint Panel will approve Consulting Teachers. Within the first six (6) weeks of the assignment, either the Consulting Teacher or the PT may petition the Panel for an assignment change, stating the reasons. The PT shall be allowed one assignment change per year.~~

~~4.2.4 Consulting Teachers will provide support in the following ways:~~

- ~~a) Meeting and consulting with the Evaluator(s) and PT or designee regarding the nature for the assistance being provided;~~
- ~~b) Observing the PT during periods of classroom instruction;~~

#### ~~PEER ASSISTANCE AND REVIEW PROGRAM~~

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- ~~e) Demonstration teaching for the PT or arranging opportunities for the PT to observe other teachers;~~
- ~~d) Facilitating the PT's access to specific training in specified teaching techniques or in designated subject matter;~~
- ~~e) Other activities appropriate to the PT's needs and interests.~~

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#### 5) Compensation

~~5.1 Joint Panel members shall be paid at the "without students" rate for up to twenty (20) hours. If additional time is required to perform the tasks, Joint Panel members shall seek pre-approval from the Assistant Superintendent of Human Resources.~~

~~5.2 Consulting Teachers will be paid on the teacher's salary schedule, plus an annual stipend of \$2000 for the extra PAR duties required.~~

#### 6) Other Provisions

~~6.1 Unit members who function as Joint Panel members or Consulting Teachers under this document shall not be considered either management or supervisory employees as defined by Government Code Section 3540.1 (g) and (m).~~

~~6.2 Unit members who perform functions as Consulting Teachers or Joint Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.~~

#### 6.3 Records

~~6.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.) The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.~~

~~6.3.2 All parts of the selection process for Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.~~

~~6.3.3 All documents will be filed by the Personnel office separately from the~~

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~~individual personnel records, except as set forth in 3.1.5 above.~~



MVWSD Proposal to MVEA  
Leaves, Article 12  
March 6, 2024

The District proposes to amend Article 12, specifically section 12.8, as indicated below:

12.8 Bereavement Leave

~~Bargaining u~~Unit members shall be allowed full pay for up to five (5) days on account of the death of any member of the immediate family. Additional days are available under personal necessity leave.

12.8.1 "Members of the immediate family" include the following: mother, father, ~~mother-in-law, father-in-law,~~ brother, sister, brother-in-law, sister-in-law, grandmother or grandfather, or grandchild of the unit member~~teacher,~~ and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, ~~or any relative living in the immediate household of the bargaining unit member,~~ any person of whom the bargaining unit member is the guardian, or a person who had been the guardian of the ~~bargaining~~ unit member, or any person living in the immediate household of the bargaining unit member.





MVWSD Counter Proposal to MVWSD's  
March 6, 2024 Counter  
Article 12, Leaves  
March 6, 2024

(To be included in TA, but not the CBA) The District is encouraged by recently introduced legislation (AB 2901, which would amend Education Code section 44965) to provide additional leave in the event of pregnancy, miscarriage, childbirth, termination of pregnancy, or recovery from those conditions. In the event some form of AB 2901 is not enacted into law, the teams shall address this issue during 2025-2026 reopener negotiations, which shall not count as one of the two Articles to be reopened by either side.

~~In response to MVEA's proposals for additional parental leave and additional COVID leave, the District, like other districts, continues to experience absenteeism coupled with shortages of substitute teachers. The District believes that unit members have sufficient options under existing leave provisions and that the monetary investment for additional leaves for some unit members should instead be focused on a salary increase for all unit members.~~

**COVID Leave**

- ~~1. MVEA members will be provided with "10 COVID days" every year in a bank to utilize if they are unable to work because they are:~~
  - ~~a. Subject to quarantine or isolation related to COVID-19~~
  - ~~a. Advised by a health care provider to self-quarantine/isolate due to COVID-19 concerns~~
  - ~~a. Experiencing COVID-19 symptoms and seeking a medical diagnosis~~
  - ~~a. Caring for a family member/child who is subject to quarantine or isolation due to COVID-19~~
    - ~~a. Caring for a child whose school or place of care is closed due to COVID-19~~

~~This "COVID Bank" would not be transferable year after year and would be sunshine at the end of each school year.~~

~~COVID procedures for reporting a positive case will follow District and/or County mandated policy.~~

**Enhanced CFRA Leave**

- ~~1. Beginning July 1, 2024, all permanent (tenured) members shall earn one week (5 days) of enhanced CFRA per year of service after July 2, 2024, up to a maximum of eight (8) two (2) weeks to be accrued in this new bank. This leave is either fully paid and included as part of the standard CFRA leave or paid at the differential rate and utilized after the conclusion of standard CFRA leave, at the unit member's discretion, for up to a maximum of four (4) two (2) weeks per calendar year.~~
- ~~2. The leave shall be taken in five (5) day increments, which must be continuous, cannot be used intermittently, and are not applicable during break or non-work time. The leave must be taken within 12 months of the adoption, birth of a newborn, or foster of a child age 0-3 years.~~

- ~~3. The enhanced CFRA program is used as a "bank." As a member uses this leave, it is taken out of their bank. This leave is not transferable to another member or as STRS credit.~~
- ~~4. The use of this leave shall not prohibit the advancement of unit members on the salary schedule.~~

As previously discussed and agreed, amend 12.2.10 as follows:

**12.2.10**

~~Bargaining unit members who are absent and do not attend to their parent/teacher conference days and other professional responsibilities shall be responsible for making up those responsibilities and gaining pertinent information missed during the absence(s), and/or end of quarter minimum days shall not be charged sick leave on the afternoon of these days. The responsibility of those days shall be made up. —~~

Similarly, for parent/teacher conferences, when a unit member is absent during parent/teacher conferences, the unit member shall be responsible for holding parent/teacher conferences missed during the absence(s). When, however, the unit member is absent as part of a pre-approved or unforeseeable longer term leave (not a sick day or other short-term absence), then the unit member and principal shall meet to discuss options and specifically determine whether and when the unit member or another employee (long-term substitute, temporary, administrator or other employee) will perform responsibilities related to the parent-teacher conferences. In the absence of mutual agreement, the principal and teacher shall consult with the Chief Human Relations Officer. The Chief Human Relations Officer will consult with the MVEA President prior to making a decision to gather input on the disagreement. The Chief Human Relations Officer's decision shall be final.

~~Bargaining unit members who are absent during parent/teacher conference days and other professional responsibilities shall be responsible for making up those responsibilities and gaining pertinent information missed during the absence(s), and/or end of quarter minimum days shall not be charged sick leave on the afternoon of these days. The responsibility of those days shall be made up.~~

~~As discussed with chief human relations officer, MVEA would like to amend section 12.8.1 to include mother-in-law and father-in-law as immediate family that is allowed for bereavement leave.~~