

**MOUNTAIN VIEW WHISMAN  
SCHOOL DISTRICT**

**and**

**MOUNTAIN VIEW EDUCATORS  
ASSOCIATION CTA/NEA**

**Collective Bargaining Agreement**  
**July 1, 2022 – June 30, 2024**

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**ARTICLE 1**

**PREAMBLE**

This Agreement is made and entered into this 1<sup>st</sup> day of July 2022 through June 30, 2024 by and between the Mountain View Educators Association, an affiliate of the California Teachers Association and the National Education Association (hereinafter referred to as “the Association”), and the Governing Board of the Mountain View Whisman School District (hereinafter referred to as “the District”). The new Two Year Agreement shall be a closed contract with no reopener negotiations for the 2022-2023 and 2023-2024 school years

This Agreement is entered into pursuant to Chapter 20.7, Sections 3540 through 3549 of the Government Code (hereinafter referred to as “the Act”).

**WITNESSED**

That the parties hereto have agreed as follows:

**FOR THE ASSOCIATION**

**FOR THE DISTRICT**

\_\_\_\_\_  
Sean Dechter, MVEA President

\_\_\_\_\_  
Laura Blakely, Board President

\_\_\_\_\_  
Lisa Silberman Kafka, MVEA

\_\_\_\_\_  
Ayindé Rudolph, Superintendent

**ARTICLE 2**  
**RECOGNITION**

- 2.1 The Association is hereby recognized by the District as the exclusive representative and the sole bargaining agent for the unit of Certificated Employees for the purpose of collective bargaining.
- 2.2 Paid unit consists of all contract probationary and permanent full time and contract probationary and permanent part-time teachers, home teachers, counselors, nurses, librarians, and temporary teachers. Excluded from the unit shall be all other certificated employees including the positions of Superintendent, Deputy Superintendent, Associate Superintendent, Principals, Assistant Principal, and Psychologists and all permit teachers.

## 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 work day. In addition to those specified in section 3.1.3, et. seq., such duties shall also include: planning, selecting and preparing instructional materials, evaluating the work of students, conferring with parents and colleagues, maintaining records, developing curriculum, Back-to-School, and Open House.

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

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

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

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

At the start of each school year, not later than September 1, the District shall provide unit members with a list of the state and federally mandated 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.

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

- 3.1.2 Fifteen (15) minutes before the beginning of a unit member's individual instructional schedule each day, all bargaining unit members shall be on site and available to students, parents, and staff members.
- 3.1.3.1 Bargaining unit members unable to attend a professional meeting shall discuss and make follow-up arrangements if necessary with their supervisor.
- 3.1.3.2 No more than one before and/or after school staff meeting, district-wide grade level meetings, Back-to-School Night, or Open House shall occur in one week. Meetings held within the professional day specified by Section 3.1.2 shall not count as one of these activities. During the week prior to the end of each trimester, the scheduled staff meeting will be dedicated to report cards and/or conference related issues. The agenda for that meeting shall include time to work on report cards.
- 3.1.3.3 If staff or grade level meetings run beyond one hour, the principal or any bargaining unit member will ask the staff if they wish to continue or agree to adjourn to another time. There is no obligation to stay after one (1) hour.

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

3.1.3.4 The District agrees to give four (4) working days notification for any required district or site group meetings, unless a shorter notification period is mutually agreed upon.

3.1.4 The site administrator may call an emergency staff meeting outside of the schedule developed under 3.1.3.2.

3.1.5 The workday for bargaining unit members employed less than full-time shall be based as nearly as reasonably possible on an equivalent portion of the normal teaching day for full-time bargaining unit members.

3.1.5.1 Bargaining Unit members employed less than full-time will attend all required in-service meetings, parent conferences, Back-to-School Night, Open House, and meetings with students. Other responsibilities of a part-time assignment (faculty meetings, grade level or department meetings) shall be prorated according to a plan mutually agreed to by the part-time employee and his/her immediate supervisor. (Example: a 40% teacher could attend 40% of the faculty meeting dates in a school year.) Part-time employees shall assume responsibility for gaining pertinent information from meetings that they did not attend. The District shall calculate the number of required days worked by each part-time employee and pay the appropriate pro rata salary.

3.1.6 Task Force members preparing for, or offering in-service workshops and regular members of committees who meet outside the professional workday or beyond the teachers'

work year, shall be compensated as provided in Section 5.8. These committees shall include:

- a. Curricular task forces/council
- b. Safety Committee Members
- c. Student Study Team Members
- d. MVEA Negotiating Team
- e. Special committees with approval of Superintendent
- f. Site Committees that are legally required by law; for example School Site Council

3.1.6.1 The parties agree that the intent of the Collective Bargaining Agreement relative to sections 3.1.3 and 3.1.6 is that a bargaining unit member who attends Student Study Team meetings, because the student in question is in their class, are performing the professional responsibilities outline in section

3.1.3 and are not entitled to the compensation outlined in section 3.1.6 of the Agreement. On the other hand, bargaining unit members who are permanent members of Student Study Teams as outline in section 3.1.6 of the Agreement are entitled to the compensation outlined in that section and in subsection 5.8.

3.1.7 **Professional Development**

3.1.7.1 The District and the Association acknowledge the importance of ongoing professional development in order for unit members to enhance their instructional skills and to become informed about changes in pedagogy and subject matter. The District and Association also acknowledge that the staff development program should be aligned with State and Federal educational mandates, district priorities for individual indicators such as student achievement, school climate, etc., and school plans as approved by the School Site councils and Board. Professional development should be designed to not only share information and best practices, but to also afford participants time, prior to the expected implementation to collaborate and for the application or implementation of the professional development.

3.2 **Preparation Time Within the Regular Workday**

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

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



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

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

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

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

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

3.2.3 Preparation time is considered duty time.

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

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

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

3.3

Minimum Days

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

- 3.3.1 Minimum days shall be established by the Board for the week of fall conferences at all levels. Each elementary school and each middle school shall receive substitutes to cover release time for spring conferences to be determined by the principal. (Conferences shall be scheduled at times mutually agreeable to the teacher and the parents.)
- 3.3.2 One of the District's designated minimum days shall be used for bargaining unit members' preparation on the day of Back-to-School night or Open House, to be determined by the staff.
- 3.3.3 A minimum day shall be considered a regular work day for staff.

3.4

Additional Minimum Days in Support of School Records

The last Friday of the week preceding the end of each trimester and the last student day of the school year shall be a minimum day for all bargaining unit members to work on school records. Teachers who complete/submit report cards/grades by noon the day before, may leave after student dismissal on the three minimum days at the end of each trimester.

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

3.5

Collaboration Time

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

- a. Results of state testing;
- b. Results of ongoing District identified assessments;

- c. Grade level planning for the implementation of California state standards; and
- d. Other items pertinent to the instructional program

3.5.1 Site administrators and bargaining unit members will work together to develop strategies to maximize the effectiveness of collaboration time. Each week, each grade level team will be responsible for submitting summary form to the site administrator.

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

### 3.6

#### Teacher-in-Charge

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

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

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

#### 3.6.2 Job Description:

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

- a. Emergencies
- b. Suspensions
- c. Scheduling changes
- d. Parent conflicts
- e. Emergency phone tree

f. Traffic, bus schedules or yard duty as needed

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

3.6.3 Length of Time:

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

3.6.4 Compensation:

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

3.6.5 Training:

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

3.6.6 Communication

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

3.7 Teachers on Special Assignments (TOSAs)

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

### 3.8

#### Response to Instruction (RTI) Teachers

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

## 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

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

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



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.

- 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.

\*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.

#### 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.

## 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 1<sup>st</sup> 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:

- 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:

- 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:**

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

**ARTICLE 6**  
**ORGANIZATIONAL SECURITY**

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

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

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

6.4 Payment of Monies  
With respect to all sums deducted by the District pursuant to Sections 6.1 and 6.2 above, for membership dues, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

6.5 Deductions – Other Purposes  
Upon written authorization from a bargaining unit member, the District shall deduct the appropriate amount from the salary of any bargaining unit member and make appropriate remittance for annuities, credit union,



savings bonds, charitable donations, or any other plans or programs for which such deductions are permitted by law and authorized by the District.

6.6 Association Responsibilities

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

6.7 Hold Harmless

The Association shall indemnify and hold harmless the Board, its members and each member of management, against any and all claims, demands or suits or any other action arising from the organizational security provisions contained herein.

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

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

## ARTICLE 7

### CLASS SIZE

7.1 Maximum Class Size  
Maximum class size shall be:

TK-K	24
1-3	24
4-5	30
6-8	180 contacts per day or 33 in any one core class period
Physical Education 6-8	45
Combination Classes K-3	24**
Combination Classes 3-4	27
Combination Classes 4-5	28
Resource Specialist	28 active IEPs
Speech and Language	55 active IEPs
Special Day Classes K – 5	12 active IEPs
Special Day Classes 6-8	16 active IEPs with period maximum at 12

Note 1: Notwithstanding the above-listed maximum class sizes for grades, the district may continue to take advantage of current Class Size Reduction penalty flexibility. If District utilizes such flexibility, the class size at grades K-3 will be a school-wide average of 24:1 with a maximum of 27 per class and 24 in combination classes. \*\*If any TK-3 class size exceeds a maximum of 27 (24 in a combination class), District will provide overload compensation as provided in Section 7.6 of Article 7.

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

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

7.1.1 Traditional large group classes such as Music, Band, Choral, shall not be included in this limitation. For music classes other than Band and Choral, the site leader and teacher shall consult about estimated class size to ensure the class size is not detrimental to effective instruction.

7.2 Class size shall be determined at the earliest opportunity, in no case later than the sixteenth school day. Class size for May and June shall be determined on the first student day in May. Site administrators and/or their designee shall use to the best of their ability the listed criteria below for placement 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.

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

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

- Enrollment
- Grade
- Student needs (including but not limited to, students with special needs, English Learners, high performing, etc.)
- Age
- Subject matter
- Safety
- Teacher input
- Available facilities

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

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

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

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

7.6 Overload payment:

- a. Resource Specialists and Speech and Language teachers shall be paid \$50 per week per student in excess of caseload set forth in section 7.1.
- b. For all other teachers, teachers shall be paid \$50 per week per pupil in excess of the maximum class size based on the number of student instructional days at issue. This amount shall be prorated by period for grades 6-8

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

**Grades TK-5.** In the event there is a substitute shortage resulting in a lack of coverage for absent teacher(s) in grades TK-5, students may be placed into the classroom(s) of another teacher(s). Absent unusual circumstances, a teacher may not be assigned more than 10 extra students without their consent. The teacher(s) shall be paid an overload amount of \$9 per student, per day in which student(s) has been placed into the classroom. The site administrator will make every attempt to place students into classrooms that are no more than two grade levels above or below the absent teacher's grade level.

**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 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.

## 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. 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.

- 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 9

### SCHOOL YEAR CALENDAR

- 9.1 Calendar Committee Composition  
There shall be a joint District and Association Calendar Committee consisting of the Superintendent or designee and bargaining unit members appointed by the Association.
- 9.2 Purpose of Committee  
The purpose of the joint committee is to develop and prepare a school calendar. It shall include dates for the opening and closing of school, holidays, in-services and short recesses. "Short recesses" shall be construed to mean, but not confined to, the traditional Thanksgiving and December vacations as well as the winter and spring breaks. This shall be undertaken and completed no later than May 15 of the school year preceding the effective dates of such calendar. The Board shall adopt a school calendar no later than June 1. Subsequent modifications may be made after consultation with the above mentioned committee.
- 9.3 The Association and the District shall cooperate with other northern Santa Clara County school districts in an effort to coordinate calendars.



## 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) or October 31 (permanent staff.) Areas of focus set by certificated staff who are not in an evaluation year shall be part of his/her professional growth and not monitored by administration.
  
- 10.5           By September 30<sup>th</sup> (non-permanent staff) or October 31 (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 (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 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. Additional observations may be requested by the evaluator or the teacher, and shall be granted. These may take place before or after February 1.

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.

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 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 Where assistance is indicated the evaluator shall take positive action to help correct deficiencies. Such action shall include specific 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.

10.10.2 Any permanent employee who at the end of the school year receives an unsatisfactory in Domains 1,2,3, or 4 of the contract language cannot be changes shall be referred to PAR Program in accordance with Appendix D of this Agreement.

10.11 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.

10.12 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.

10.13 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	
By September 30 – non permanent status By October 31 – permanent status	All teachers will identify individual areas of focus based on the California Teaching Standards and participate in an Area of Focus conference	Conference Date _____
By November 30 – non permanent status By February 1 – permanent status	Completion of 1 <sup>st</sup> Observation Cycle	Pre-Observation Conference: _____ Post Observation Conference: _____
By January 31	Completion of 2 <sup>nd</sup> Observation Cycle [if requested by evaluator or permanent teacher] per 10.7	Pre-Observation Conference: _____ Post Observation Conference: _____
By February 28	Completion of 3 <sup>rd</sup> Observation Cycle [if requested by evaluator or permanent teacher] per 10.7	Pre-Observation Conference: _____ Post Observation Conference: _____
By May 15	Teacher receives a copy of the summative evaluation	Date Summative Evaluation Received by Teacher: _____
By May 31	Teachers meet with evaluator for Final Evaluation Conference- both parties sign the final evaluation report	Final Evaluation Conference: _____
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	

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.

10.14 Any bargaining unit member who is dissatisfied with the evaluation which is placed in the confidential personnel file may attach a reply thereto.

10.15 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.

10.16 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.

10.17 Tenured Teacher Option: Self-Directed Evaluation – Definition:  
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 Eligibility  
Permanent (tenured) bargaining unit member with five (5) years of District service may choose self-directed evaluation if the following criteria have been met:

- a) Most recent evaluation is satisfactory in all areas.
- b) The Principal agrees that a self-directed evaluation best serves the professional growth of the bargaining unit member.

10.17.2 Procedure

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.

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 Appeal Panel

Any dispute regarding the substance or procedure of an evaluation may be appealed by the bargaining unit member to a panel consisting of the 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 Grievability

The substance of observations and evaluations shall be non-grievable.

**ARTICLE 11**  
**RETIREMENT OPTIONS**

- 11.1            Early Retirement Benefits  
Employees who meet all of the following eligibility criteria shall be eligible for Early Retirement Benefits:
- 11.1.1        The employee was employed by the District on or before 12/06/2010 and has been employed without a break in service since this date;
  - 11.1.1.2      The employee must be at least fifty-five (55) years of age;
  - 11.1.1.3      The employee must have a minimum of ten (10) years of service in the Mountain View Whisman School District;
  - 11.1.1.4      The employee must actually resign from the District and be accepted into STRS (State Teachers Retirement System)
- 11.1.2        An employee who is eligible under Section 11.1.1 may choose to receive the health benefits (medical, dental and vision) of a regular certificated employee as provided under Section 5.6.5; provided however, that such early retirement benefits shall be subject to the following:
- 11.1.3        For employees eligible under Section 11.1.1 the District's maximum premium contribution shall be limited to single or two party rates for medical, dental and vision as set forth in this agreement. Early retirees must pay the difference in cost if they want a higher level of coverage.
  - 11.1.4        Such early retirement benefits shall terminate after five (5) years, upon the date the retiree reaches age sixty-five (65), or the death of the employee, whichever comes first.
- 11.2            Part-Time Employment with Full Retirement Credit  
The employee must have reached age fifty-five (55) but must be less than sixty-five (65) years of age, prior to reduction in workload.
- 11.2.1        The employee must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

- 11.2.2 The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the Employer and the employee.
- 11.2.3 The employee shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
- 11.2.4 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in full-time position.
- 11.2.5 This option is limited to pre-kindergarten through grade 12 certificated employees who do not hold positions with salaries above that of the school principal.
- 11.2.6 On or before January 1<sup>st</sup>, the District shall mail a letter to each teacher who will be eligible for part-time employment as of the commencement of the ensuing school year. Such letter shall include the following:
- a. That such teacher is eligible for the particular program.
  - b. A clear explanation of the benefits and duties which apply to an enrollee in such program.
  - c. A statement to the effect that the teacher should not enroll in such program until the teacher and the Employer mutually agree on a job description, duties, hours, the location or locations at which the teacher is required to perform services, and the duration of participation in the program.
  - d. That the District or teacher reserves the right to review annually the teacher's job description, duties, hours, the location or locations at which the teacher is required to perform services and make changes which are in the best educational interest of the District. The District's decision shall not be arbitrary or capricious.



11.2.7 Meeting – March 1<sup>st</sup> Deadline  
Any teacher who is interested in participating in the program shall notify the Personnel Office no later than March 1<sup>st</sup>. The Employer shall schedule a meeting with each teacher on or before April 1<sup>st</sup> to develop a contract for such teacher.

11.2.8 Agreement – Consummation  
The contract between the Employer and the participating teacher shall be consummated on or before May 15<sup>th</sup> to take effect the next school year, and submitted to the State Teacher’s Retirement System.

11.2.9 Revocation – Agreement  
A bargaining unit member who has entered into an agreement with the Employer to participate in the part-time employment program shall have five (5) days from the date of signing the agreement to revoke such agreement.

11.2.10 Maximum Period of Eligibility  
Bargaining unit members are limited to a maximum of five (5) years participation in this program.

11.3 Grievability  
Pursuant to the definitions contained in section 15.1.5 of this Agreement, only the Association may use the contract grievance policy if a concern or problem arises within the scope of this Article.

## ARTICLE 12

### LEAVES

- 12.1 Absences  
All bargaining unit members shall notify the district absence notification system when they will be absent. Such notice shall be given as soon as possible so a substitute may be obtained if necessary. An absent bargaining unit member may submit the name of a preferred substitute.
- 12.1.1 Repeated, unexcused failure to provide notice to the District of an absence may result in disciplinary action.
- 12.1.2 All bargaining unit members shall review and sign the attendance report form at the end of each pay period.
- 12.1.3 In case of absence, the bargaining unit member shall provide lesson plans, class rolls, and other materials to guide the substitute in carrying on each program.
- 12.1.4 When bargaining unit members anticipate an extended absence, they should furnish an estimate of the length of absence to the Superintendent or designee. A substitute teacher will be employed on the basis of that statement.
- 12.2 Sick Leave  
The term “sick leave” is construed to mean the automatic leave of absence granted to bargaining unit members when such absence is the result of an illness, injury, disability, accident, or quarantine or the teacher or bargaining unit member’s children or spouse or parents.
- 12.2.1 Bargaining unit members employed full-time five days a week during the regular school year shall be entitled to one day per month worked of sick leave per year. Personnel regularly employed, but less than full-time shall be entitled to a sick leave on a pro-rated basis.
- 12.2.2 Sick leave shall be charged on an hourly basis with a minimum of 3½ hours per day (a half-day)
- 12.2.3 Sick leave, not used in any school year, shall be accumulated from year to year without limit.

- 12.2.4 Bargaining unit members who are absent from duty because of a legally established quarantine are entitled to the same salary consideration as though they were personally ill. The absence shall be counted as sick leave.
- 12.2.5 At the beginning of each school year, bargaining unit members shall receive a sick leave allotment credit equal to the anticipated sick leave entitlement for the school year. Bargaining unit members may use any credited sick leave at any time during the school year for sick leave purposes.
- 12.2.6 After five (5) consecutive workdays of absence, the bargaining unit member shall furnish satisfactory proof of necessity for sick leave if such proof requested by the Superintendent or designee. The administration may, prior to five (5) consecutive days, request sick leave verification if the administration has previously issued an oral warning regarding suspected sick leave abuse in compliance with section 18.3 of this agreement.
- 12.2.7 When a bargaining unit member has exhausted accrued sick leave and a physician has verified that the unit member is medically unable to work due to illness, temporary disability or accident for a period five (5) school months or less, whether employment related or not, the amount deducted from salary due in any month of absence shall not exceed the cost of the substitute, whether or not a substitute hired. For example, a full day substitute would be hired for a full-time bargaining unit member. The district may require verification from a physician whenever an employee is on extended leave.
- 12.2.8 Bargaining unit members transferring from any other California school district to the Mountain View Whisman School District shall be credited with the verified sick leave they have accumulated in the California school district from which they transferred.
- 12.2.9 Bargaining unit members shall not lose accumulated sick leave days by reason of being on a leave of absence unless the bargaining unit member elects to use accumulated sick leave days. Additional sick leave days shall not accumulate while a bargaining unit member is on any unpaid leave of absence.

12.2.10 Bargaining unit members who are absent during parent/teacher conference days and/or end of quarter minimum days shall not be charged sick leave on the afternoon of those days. The responsibility of those days shall be made up.

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

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

12.3.2 **Personal Necessity Leave.** All seven (7) days may be taken for personal necessity, i.e., circumstances that are serious in nature and that the unit member cannot reasonably be expected to disregard, but that necessitate immediate attention, and cannot be taken care of after work hours or on weekends. Except as provided below in section 12.3.5, at least five (5) work days written notice and the reason for the requested absence shall be provided to the principal or immediate supervisor prior to the leave, and no more than two (2) such days may be taken consecutively. Lesson plans (as applicable) shall be made available as specified in Article 3.1.3.

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

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

- 12.3.5 The unit member shall not be required to secure advance permission for leave taken for any of the following reasons:
- a. Death or serious illness of a member of the employee's immediate family as defined in section 12.8.1 of this Agreement.
  - b. Accident, involving the unit member's person or property, or the person or property of the unit member's immediate family as defined in section 12.8.1 of this agreement.

12.4 Industrial Accident Leave

Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.

- 12.4.1 Industrial accident or illness leave shall commence on the first day of absence.
- 12.4.2 Allowable leave shall not be accumulated from year to year.
- 12.4.3 Any bargaining unit member receiving benefits as a result of this section shall, during period of injury or illness, remain within the state of California unless the School board authorizes travel outside the State.
- 12.4.4 When a bargaining unit member is absent from duties on account of an industrial accident or illness, the bargaining unit member shall be paid such portion of the salary due for any one month in which the absence occurs as, when added to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than full salary.
- 12.4.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity reward.
- 12.4.6 During any paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the bargaining unit member the appropriate salary and shall deduct normal retirement and other authorized contributions.

12.4.7 When an industrial accident or illness leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

12.4.8 Upon termination of the industrial accident or illness leave, the bargaining unit member shall be entitled to the benefits provided in Education Code Sections 44977, 44978, 44983. For the purposes of each of these sections, absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that, the bargaining unit member continues to receive temporary disability indemnity, the bargaining unit member will, after having full written notification, begin to use accumulated sick leave. When this is added to the temporary indemnity, it will result in a payment of not more than full salary.

12.5 Pregnancy, Childbirth, or Related Medical Conditions Leave

A bargaining unit member who is pregnant is able to secure a pregnancy-related disability leave from the District. Bargaining unit members who are temporarily disabled due to pregnancy, childbirth, or related medical conditions and recovery from the same, may use sick leave.

12.5.1 The use of sick leave for pregnancy related disability shall be treated the same as any other disability for which sick leave is granted.

12.5.2 A bargaining unit member temporarily disabled as a result of pregnancy, childbirth, or related medical conditions, may return to duty at any time she is able to render service to the District, so long as she has given the District five (5) days notice.

12.6 Paid Child Bonding Leave

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

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

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

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

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

12.6.2 Unpaid Child Bonding Leave

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

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

12.7 Unpaid Family and Medical Leave

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

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

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

12.7.2 When an employee is on an unpaid leave under this article, for a period of up to twelve weeks, employee medical coverage will be continued at the

same level and under the same conditions that coverage would have been provided if the leave had not been taken.

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

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

12.7.5 Leave to care for Service Members  
The District will comply with federal regulations concerning leave to care for service members.

12.7.5.1 Military Caregiver Leave  
Eligible employees who are the spouse, son, daughter, parent or next of kin of a covered service member may take up to 26 weeks of FMLA leave during a single 12-month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty on active duty. This leave will be administered consistent with federal regulations and is available for eligible employees whose service members are either in the active duty reserve component of the Armed Forces.

12.7.5.2 Qualifying Exigency Leave  
Eligible employees who are the spouse, son, daughter, or parent of a military member may take up to 12 weeks of FMLA leave during any 12-month period for qualifying exigencies that arise when a military member is deployed to a foreign country, such as attending military sponsored functions and briefings, making appropriate financial and legal arrangements, and arranging for alternative childcare. This leave will be administered consistent with federal regulations and is available for eligible employees whose service members are either in the active duty or reserve components of the Armed Forces.

12.8 Bereavement Leave  
Bargaining 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, brother, sister, brother-in-law, sister-in-law, grandmother or grandfather, or grandchild of the teacher, and the spouse, 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.

12.9

Judicial Leave

A bargaining unit member shall be granted leave to appear in court as a witness when subpoenaed, or to respond to an official order from another governmental jurisdiction other than as a litigant and not brought about through the connivance or misconduct of the teacher.

- 12.9.1 Any reimbursement paid exclusively for expenses involved by reason of the subpoena shall not be considered as a fee or compensation.
- 12.9.2 A statement from the Clerk of Court verifying fees or compensation may be required.
- 12.9.3 The term “subpoena” shall be construed to include any actual court order to appear in court for purposes of:
- a. Cases in court
  - b. Administrative hearing
  - c. Physical examination
  - d. Witness
  - e. Jury Duty
- 12.9.4 A bargaining unit member shall be granted leave to appear for jury duty in the manner provided by law.
- 12.9.5 A bargaining unit member shall receive regular pay, less any amount received for jury duty or witness fees, up to twenty (20) working days during the school year. If it becomes apparent that service on the jury is likely to go beyond the 20<sup>th</sup> day, there will be consultation between the Teacher Association and the District. Bargaining unit members will be entitled to retain fees earned on days other than regular teacher workdays.

## 12.10

### Sabbatical Leave

Bargaining unit members may be granted sabbatical leaves of absence for study and professional growth at the sole and exclusive discretion of the Board of Trustees on a case-by-case basis.

- 12.10.1 Study and professional growth leaves must be preceded by at least seven (7) consecutive years of service as a regular full-time employee in the District. Sick leave, pregnancy-related disability leave, family or medical leave, and disability leave shall not be considered a break in service.
- 12.10.2 Study and professional growth leaves will be granted for no more than one (1) year for each seven (7) years served in the District. Study and professional growth leaves shall coincide with the school year or a semester.
- 12.10.3 Compensation while on study and professional growth leave shall be in accordance with the provisions of the District salary schedule in effect during the period of leave and the following:
  - 12.10.3.1 Compensation during study and professional growth leave shall be one-half salary for which the applicant would have been eligible during the year of his/her leave. A bargaining unit member may elect to take only one semester of sabbatical leave and be paid full salary, in which case the right to a second semester of leave is waived.
  - 12.10.3.2 Applicants who desire salary allowance while on study and professional growth leave must furnish a suitable bond indemnifying the District for any salary paid the bargaining unit member during the period of the study and professional growth leave in the event the bargaining unit member fails to return to render two (2) full years of service to the District following the termination of the study and professional growth leave; or in the event the bargaining unit member fails to satisfactorily carry out the program of study.
  - 12.10.3.3 Applicants who do not desire to furnish a bond and receive salary while on study and professional growth leave shall be paid in two (2) equal annual installments as follows:
    - a. At the end of the first year of service after the bargaining unit member's return to duty, the Business Office shall release the first installment upon receipt of a Board resolution authorizing the payment of said installment and including an affirmative

statement to the effect that the bargaining unit member has completed one year of service and fulfilled all other legal requirements.

- b. At the end of the second year of service, a similar procedure shall be followed authorizing payment of the second and final installment.

- 12.10.4 Application for study and professional growth leave must be submitted to the Superintendent or designee before April prior to the school year during which the leave is desired. Application shall not be submitted earlier than one (1) year before the leave is to take effect.
  - 12.10.4.1 The application must contain a detailed outline of the project for which the leave is requested. It must also contain a statement explaining how the proposed study or travel will benefit the pupils of the District.
  - 12.10.4.2 If the leave is denied, reasons for the denial shall be given to the bargaining unit member in writing.
  - 12.10.4.3 Progress reports may be requested by the Superintendent or designee during the leave, if the bargaining unit member is notified in advance of the leave that said reports may be required.
- 12.10.5 The commitment between the bargaining unit member and the District regarding a study or professional growth leave shall be considered an agreement.
  - 12.10.5.1 In the event a bargaining unit member on study and professional growth leave is unable to continue with the proposed program as outlined in the application, the Superintendent or designee shall be immediately notified. This notice should explain in detail the nature of the difficulty and the intent of the person on leave in regard to continuing the program.
- 12.10.6 Upon return from leave the bargaining unit member shall be reinstated to an assignment for which the bargaining unit member is credentialed and qualified. There is no guarantee that the bargaining unit member will return to the same school, grade level or position previously held. Leave taken as provided in this section shall count as service to the District and be recognized with appropriate salary advancement, sick leave accumulation, and other fringe benefits.

- 12.11                    State Teacher’s Retirement System Disability Leave  
A leave of absence for disability may be granted to bargaining unit member who has been approved by the STRS to receive a disability allowance. The period of such a leave will be for year that the disability occurs and one (1) year beyond the year of disability so long as the STRS considers the bargaining unit disabled.
- 12.12                    Other Leaves of Absence  
Leaves of Absence may be granted without pay in accordance with the following provisions:
- 12.12.1                The Superintendent or designee may grant leave without pay for a period not to exceed ten (10) school days. All other leaves of absence must be granted by special action of the Board.
  - 12.12.2                Bargaining unit members may be granted leaves of absence without pay for personal reasons such as political activity, holding political office, or service in the Peace Corps, as granted by special action of the Board.
  - 12.12.3                Bargaining unit members who enter active military service during any period of national emergency declared by the President shall be granted leave of absence without pay, pursuant to provisions of the Education Code. All bargaining unit members who have been employed in the District for one (1) school year and who are called to temporary military duty shall be entitled to their regular salary for not more than thirty (30) days during each fiscal year less military pay received.
  - 12.12.4                Any bargaining unit member who is unable to perform satisfactorily the duties of the position because of personal illness or other disability after reasonable accommodation(s) has/have been offered and attempted or offered and rejected by the employee may request and be granted a leave of absence without pay for the remainder of the school year or for the full school year. The bargaining unit member may be required to provide a written statement from a physician certifying ability to return to duty.
  - 12.12.4.1             If any bargaining unit member is unable to perform satisfactorily the duties of the position because of personal illness or other disability, after reasonable accommodation(s) has/have been offered and attempted or offered and rejected by the employee, after consultation with a physician, the Superintendent or designee may recommend, without the request of the bargaining unit, a leave of absence for part of the school year or for

the remainder of the school year and the Board may grant such leave in accordance with the provisions of this contract.

- 12.12.4.2 Such leave may become effective at the expiration of any sick leave the bargaining unit member has accumulated.

## 12.13

### General Leave Provisions

Bargaining unit members granted leave of absence without compensation at their own election, and if approved by the insurance carrier, may continue fringe benefits provided that required group premium payment are paid in advance to the District by the person going on leave, e.g. paid, on the 15<sup>th</sup> of the month prior to the month of coverage.

- 12.13.1 Reinstatement of a bargaining unit member after any leave of absence shall be made as soon as reasonable after proper notification of intent to return has been received by the District. A bargaining unit member returning from a one-year leave of absence may elect to return to his/her previous site, provided that the return does not result in the involuntary transfer of a more senior bargaining unit member. Bargaining unit members returning from up to a two-year leave will be reinstated to an assignment for which the bargaining unit member is credentialed and qualified; there is no guarantee that the bargaining unit member will return to the same site, grade level or position previously held.
- 12.13.2 Leaves of absence may be authorized by the Board of Trustees upon the recommendation of the Superintendent. Such leaves may be with or without pay. Application for a leave of absence, extension, or renewal thereof, must be made in writing to the Superintendent or designee stating the purpose of the leave, the period of the leave, and if required by the Superintendent, must be accompanied by certain specific supporting statements concerning the need or desirability of said leave.
- 12.13.3 A leave of absence shall be used essentially and primarily for the purpose stated by the bargaining unit member in the application, which was approved by the Superintendent and for which the leave was granted by the Board.
- 12.13.3.1 Upon substantial alteration of approved plans or purposes of the leave by the bargaining unit member, the bargaining unit member is required to seek further approval from the District in order to continue the leave.

- 12.13.3.2 Failure on the part of any bargaining unit member to secure approval of a leave of absence before being absent from assigned duties may be considered as grounds for discipline.
- 12.13.4 Any time a bargaining unit member is absent as a result of disability, the District may request a doctor's verification of the disability.
- 12.13.5 A leave of absence granted to a probationary bargaining unit member shall not count as a break in continuity of service for tenure, but neither shall it count as time of service for tenure purposes.
- 12.13.6 Upon returning to duty following a temporary disability, the bargaining unit member, if requested, must file a doctor's verification that the bargaining unit member is able to render service to the District.
- 12.13.7 The initial length of leaves of absence granted by special action of the Board, except Peace Corps leave, shall be not more than one (1) school year. Upon request to the Superintendent, a leave may be renewed or extended for one additional year.
- 12.13.8 Bargaining unit members who have been granted leave of absence must notify the District of intention to return to duty no later than March 1 of the school preceding the bargaining unit member's expected return. The Superintendent may make exceptions to this requirement upon written request of a bargaining unit member. The Superintendent or designee shall notify the bargaining unit member of the March 1 requirement on or before February 1. Failure on the part of any bargaining unit member to notify the District of intention to return by July 1 shall be considered as a resignation of that bargaining unit member from the District.
- 12.13.9 The District and members of the Board are freed of any liability for payment of compensation or damages provided by law for death or injury of a bargaining unit member if the death or injury occurs while the teacher is on a personal leave of absence, illness leave, pregnancy-related disability leave, family or medical leave or sabbatical leave granted by the Board.

**ARTICLE 13**  
**JOB SHARING**

- 13.1            Definitions  
Job Sharing shall refer to a full-time teacher who take a part time leave of absence or a part-time teacher who shares a position with someone else. The balance of the teacher’s assignment time may be filled by a temporary teacher or another permanent teacher.
- 13.1.1        Postings – all job share positions shall be posted in all school buildings, district office, and sent to the Association President or authorized officer. Posting shall include a job description, percentage of time, location of position, qualifications and salary range.
- 13.1.1.2      Any current permanent full time teachers who jointly request to job share together have the opportunity to waive posting and interview procedures for the position.
- 13.1.2        Interviews – any teacher involved in a job share position shall be present at all interviews and participate in the recommendation of the individual to complete the job share team unless it is mutually agreed upon to waive the teacher’s participation in the selection process.
- 13.2           Application  
Applicants must submit a written proposal for job sharing to the Principal, listing the proposed work schedule, assignment, duties and advantages to the instructional program.
- 13.2.1        Each job share proposal shall be considered individually.
- 13.3           Acceptance/Denial  
Acceptance of bargaining unit members into the job share program shall be at the discretion of the Board of Trustees.
- 13.3.1        If the job share proposal is denied, the bargaining unit member will receive in writing the reasons for the denial within two weeks, unless a longer time frame is mutually agreed upon.

- 13.4 Duties/Responsibility  
Responsibilities of an assignment may be divided and/or allocated according to a plan designed by the job sharers with the concurrence of their immediate supervisor. One of the participants shall be present at all faculty meetings and shall assume responsibility for sharing pertinent information with the non-attending participant. Both participants shall share the responsibility for parent conferences if they both had contact with the student during the grading period. Both job sharers shall attend all required in-service meetings. The District shall calculate the number of required days worked by each job sharer and pay the appropriate pro rata salary.
- 13.5 Job sharers shall both be expected to be on duty full-time at the beginning and end of the school year. Participants who are each teaching a semester shall be expected to be on duty full-time during an overlapping period when one (1) assignment ends and the other begins. The total number of days of full-time duty shall be at the discretion of the principal, but shall be no more than five (5) working days.
- 13.6 Annual Agreements  
Participants shall be responsible for adequate planning with their partners for short and long-range plans. Participants in job sharing teams shall sign annual agreements covering the portion of the teaching assignment they elect to fulfill. Participants shall not lose the full-time tenure they have accumulated in the District.
- 13.6.1 Job share partners may agree to cover for each other for five (5) fewer consecutive sick leave days. This means that the partner who is out shall not lose sick leave and the partner who covers shall not receive extra pay. Extension of these coverage agreements (to allow for additional days beyond five (5) days) shall be subject to District approval. Mutual agreements between teachers shall not be subject to the Grievance Article of this contract.
- 13.7 Participants in job sharing teams shall sign annual agreements covering the portion of the teaching assignment they elect to fulfill. Participants shall not lose the full-time tenure they have accumulated in the District.
- 13.8 Salary Placement  
Participants in job sharing teams will be placed appropriately on the Teacher's Salary Schedule and will receive a pro-rated salary based on



the portion of the teaching assignment they fulfill. The combined assignment shall not exceed 100%.

- 13.9 Participants in job sharing teams who work for at least 50% of an assignment in one school year will receive one (1) full year's step advancement on the salary schedule prorated District-paid fringe benefits provided full-time teachers, and a prorated number of sick leave days based on the portion of the teaching assignment they fulfill. In grades 6, 7, and 8, three periods shall constitute 50%.
- 13.10 Participants in job sharing teams shall contribute to the State Teachers Retirement System and shall receive appropriate credit for years of service toward retirement.
- 13.11 Job sharers who wish to return to former status must notify the District of their intention no later than March 1. Unless otherwise agreed to by a teacher, reinstatement shall be made in the position held previous to the granting of job sharing. (pursuant to Article 12.10.6)
- 13.12 If one job sharer wishes to return to full-time and the other wishes to continue in the arrangement, the latter may, with Board approval, either find a new partner or change to reduced assignment.

## **ARTICLE 14**

### **RESIGNATIONS**

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

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

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

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

**ARTICLE 15**  
**GRIEVANCE**

- 15.1            Definitions
  - “Grievance” – A grievance is a claim that the aggrieved has been adversely affected by a violation, misinterpretation, or misapplication of a specific provision of this agreement.
  - 15.1.1        “Day” – A day is any day in which the District administrative office is open for business.
  - 15.1.2        “Workday” – A workday is any day in which the teacher is required to report for duty.
  - 15.1.3        “Immediate Supervisor” – The immediate supervisor is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
  - 15.1.4        “Aggrieved” – The aggrieved is a teacher, the Association or a group of teachers making the claim.
  - 15.1.5        “Representative” – A representative shall be a person chosen by the Association to represent the aggrieved or the Association itself.
  - 15.1.6        “Parties in Interest” – A party in interest is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 15.2            Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 15.3            Steps of Grievance
  - 15.3.1        Informal

Within twenty (20) days of the event or within twenty (20) days of when the aggrieved could reasonably be expected to know of the event which gives rise to the grievance, the aggrieved shall meet informally with his/her

immediate supervisor and tell the supervisor that the meeting is an informal grievance meeting pursuant to this Article. The aggrieved may, at his/her option, request that his/her representative be present. Any person(s) named in the grievance shall be notified and shall have the option of meeting.

15.3.2 Formal

15.3.2.1 Level I – Immediate Supervisor

- 1) If the grievance is not settled at the informal level, the aggrieved, within ten (10) days, shall submit a formal written statement of the grievance to the immediate supervisor requesting a written answer.
- 2) This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, the specific remedy sought, and the date of the alleged act or omission.
- 3) The Supervisor shall meet with the aggrieved to discuss the problem and try to develop a solution.
- 4) The Supervisor shall communicate a decision to the teacher in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference with the other party.

15.3.2.2 Level II – Superintendent

If not satisfied with the decision at Level I, the grievant may within ten (10) days submit a request in writing to the Superintendent or designee for a decision. The Superintendent or designee shall review the record of the prior steps, will meet with the aggrieved to discuss the problem and try to develop a solution, and convey the decision to the aggrieved within ten (10) days.

15.3.2.3 Level III – Grievance Panel

In the event the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) work days submit the grievance to the Grievance Panel. The grievant must have the grievance heard at Level III – Grievance Panel before going to Level IV – Arbitration. The intent of the Grievance Panel is to provide problem-solving and resolution between the grievant, the Association and the District.

- 1) The Association shall select a total of six (6) committee members to be trained for the Panel and the District shall select up to six (6) committee members to be trained for the Grievance Panel.
- 2) When hearing a grievance, the Association shall select two (2) Grievance Panel members, and the Superintendent (or designee) shall select two (2) Grievance Panel members to serve on the Panel. The Association President and the Superintendent cannot serve as Grievance Panel members.
  - a) Members of the Grievance Panel may not have knowledge that leads to bias regarding the grievance. In the event that a member of the grievance panel has knowledge that leads to bias regarding the grievance, an alternate Panel member shall be selected.
  - b) All members of the Grievance Panel shall be provided training on the grievance process and the Grievance Panel process. Training shall be done on an annual basis unless both the Association and the District mutually agree that the training is not necessary for that year.
- 3) The Grievance Panel shall meet to review the grievance within ten (10) workdays after submission to the Grievance Panel.
- 4) The Grievance Panel shall meet to discuss the grievance and review any supporting documentation. It is the intent of the Association and the District that this meeting shall be an informal process. The grievant and administrator involved shall explain what happened from their point of view and the Grievance Panel may ask questions of the grievant and the administrator involved in the grievance. If needed, the Grievance Panel may ask clarifying questions or others not present at the Grievance Panel meeting.
- 5) The Association shall represent the grievant at the Grievance Panel upon request of the grievant. If no request is received, the grievant can provide testimony and/or evidence on his or her own.
- 6) The Grievance Panel shall provide a proposed resolution of the grievance within five (5) workdays to the grievant after the Grievance Panel meeting. The proposed resolution shall be provided in writing to the Association and the Superintendent. In the event the Grievance Panel does not reach a majority decision or proposed resolution, there shall be no Level III decision and MVEA

may within ten (10) workdays submit the grievance to Level IV – Arbitration.

The Grievance Panel proposed resolution shall be non-binding and non-precedential.

### 15.3.3 Level IV – Arbitration

- 1) If the Association is not satisfied with the disposition of the grievance at Level III, or if the time limits expire without issuance of the Superintendent's written reply, the Association within twenty (20) days may submit the grievance to arbitration. In such cases the parties shall attempt to mutually agree upon an arbitrator. Should the parties be unable to mutually agree on an arbitrator, either party may request a list of arbitrators from the California State Conciliation Service for the purposes of striking the list to determine the arbitrator.
- 2) If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator.
- 3) The arbitrator shall have no authority to add to, to subtract from, or modify the terms of this agreement, and the arbitrator shall interpret this agreement in accordance with accepted arbitral standards of contract interpretation.
- 4) If any party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If the parties request one transcript, the total cost of the transcript shall be divided equally between the District and the Association.
- 5) A representative of the Association and the District's representative shall select the arbitrator from the list by eliminating the names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list by both parties.
- 6) Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to working days unless mutually agreed otherwise.
- 7) The arbitrator shall conduct the hearing in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure.
- 8) The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall have no authority to add to, delete from, or otherwise modify this agreement. To the extent permitted

by the EERA and/or the Education Code, the award of the arbitrator will be final and binding. A copy of the award will be submitted to the Superintendent, the aggrieved and the Association.

- 9) All costs for the services of the arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of any hearing room will be borne equally by the district and the aggrieved. All other costs will be borne by the party incurring them.

Upon mutual agreement of the District and the Association, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany the request for a list of arbitrators.

## 15.4

### General Provisions

- 1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.
- 2) In the event a grievance is filed at such time that it cannot be processed through all levels of procedure by the last working day of the school year, the time limits set forth herein will be reduced upon mutual agreement, so that the procedure may be completed prior to the end of the school year, or as soon thereafter as it is practicable.
- 3) Bargaining unit members may be represented at all stages of the procedure up to arbitration by oneself, by legal counsel and/or by representatives of the Association.
- 4) Aggrieved teachers, not under the supervision of a principal or immediate supervisor, may start at Level II.
- 5) Forms for filing grievances and other related documents will be developed by the Superintendent and the Association and shall be available at the District Office, each school and the Association office.
- 6) The parties in interest agree to make available to each other all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
- 7) A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is

not given to the aggrieved within the time limit, an appeal may be taken to the next level.

- 8) When the aggrieved is not represented by the Association, the Association shall be informed of the decision and have the right to represent in writing its views on the grievance at all steps of the procedure.
- 9) No party shall take reprisals against any teacher, party in interest, any Association representative, or any other participant in the procedure by reason of such participation.
- 10) Any record(s) pertaining to a grievance shall be kept in a file separate from the aggrieved's official District personnel file.
- 11) When it is necessary for a representative designated by the Association to attend a hearing during the day, the representative will, upon notice to the representative's principal or immediate supervisor by the President of the Association, be released without loss of pay to participate in the forgoing activities. Any teacher of the unit who is requested to appear in such hearings as a witness shall be accorded the same right.
- 12) If the Association and the Superintendent, or the Superintendent's designee, agree in writing, the grievance may be brought directly to arbitration.

Article 17 (Management Rights), except for the emergency provision, shall not be subject to the grievance procedure



**ARTICLE 16**  
**ASSOCIATION RIGHTS**

- 16.1           Right to Represent  
The exclusive representative shall have the right to represent teachers in employee relations with the District.
- 16.2           Right to Associate  
The Board and Association recognize the right of teachers to form, join, and participate in the activities of teacher organization and the equal alternative right of teachers to refuse to form, join or participate in teacher organization activities.
- 16.3           Legal Rights  
The District and Association agree not to impose or threaten to impose reprisals on each other or on District employees, or discriminate against employees or otherwise interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this Agreement.
- 16.4           Rights of Access, Communication and Use of Facilities  
The Association shall have the right of access at reasonable times to areas in which teachers work, the right to use bulletin boards, mail boxes and other means of communication, subject to reasonable regulations, and the right to use District facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed in the Act.
- 16.5           Access  
Persons not members of the school staff who wish to come on the school site for Association matters during the school days shall notify the site administrator. Such visits shall be scheduled so as not to cause interruption to the school program.
- 16.6           Communication  
The Association shall be entitled to post notices of Association concern on a staff bulletin board in each school complex. The Association shall be entitled to use of regular inter-school delivery services and mailboxes for communication to teachers regarding matters which involve the Association, and they shall be identified as to their origin. An Association representative shall be identified for intra-school distribution of said

communications, and no cost shall be imposed on the District for such communications. A copy of general distribution Association material shall be sent to the Superintendent at time of posting or delivery.

16.7 Use of Facilities

The Association may use school facilities for meetings before, during duty-free lunch period, or following the teachers' daily period of service, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of facilities or the buildings are otherwise unavailable for use. Such meetings shall not interfere with the service of the teacher or the school program.

16.8 Board Agendas

The District shall provide to the Association one (1) copy of the Board agenda and minutes of the prior Board meetings in advance of each Board meeting.

16.9 Employee Names

The District shall provide the Association with names and site assignments of all teachers no later than October 15 of each school year and of all teachers employed after September 30 of each year within thirty (30) days of employment.

16.10 Release Time

The District and MVEA agree that the MVEA President shall be released twenty percent (20%) and/or one day per week with no loss of salary or benefits and that MVEA shall reimburse the District for the replacement cost of a temporary teacher hired to cover that 20% leave. It is intended that the leave be taken on a consistent, one day per week basis to insure continuity of instruction of the students.

16.11 Contract Printing

The District shall provide 1 hard copy per school site, 5 copies for Executive Board and one copy for MVEA President and CTA. The Collective Bargaining Agreement will be available on-line on the district intranet for all bargaining unit members to access.

## **ARTICLE 17**

### **MANAGEMENT RIGHTS**

- 17.1 The exercise of powers, rights, authority, duties and responsibilities by the District as set forth below, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law.
- 17.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law except as limited by this contract. Included but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; hire, classify, assign, evaluate, promote, terminate, and discipline employees; and take action on any matter in the event of an emergency.
- 17.3 An emergency is defined as any Act of God, natural disaster, calamity or as a result of legislative or initiative action that has a significant impact on the educational process.
- 17.4 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. If the District determines that an emergency exists and it modifies or suspends any portion of this Agreement, it shall meet with the exclusive representative within ten (10) days to discuss the impact that the declared emergency has on this Agreement. The determination of an emergency shall be subject to the grievance procedure by the Association.

## ARTICLE 18

### BARGAINING UNIT MEMBER RIGHTS

#### 18.1 Complaint Procedure

A complaint regarding any teacher made to any member of the District's administration by any parent, student, or other person shall be discussed with that teacher as soon as reasonably possible after the complaint has been received by the administration. The district will comply with its Uniform Complaint Procedure, as reviewed and amended from time to time by the District, which currently provides in part as follows:

The Board of Trustee expects that complaints regarding public agencies' alleged violations of federal or state law or regulations relating to the provisions of a free and appropriate public education, including allegations of unlawful discrimination, be resolved by a Uniform Complaint Procedure. Every effort will be made to resolve complaints of discontent, disagreement or violations informally whenever possible.

#### 18.2 Safety

Bargaining unit members are entitled to a safe and secure workplace. The District will ensure compliance with all applicable provisions of the Education Code, Penal Code, California Code of Administrative Regulations, District Board Policies, and District Administrative Regulations concerning safety.

#### 18.3 Progressive Discipline

Except as provided below, in disciplining bargaining unit members, the administration will utilize the concept of progressive discipline. Except as provided below, this will begin with an oral warning or documented oral warning, followed by a written warning or warnings, progressing to a written reprimand or reprimands, and more severe disciplinary action if necessary.

Nothing herein shall prevent the District from issuing disciplinary notices in accordance with the Education Code. In issuing disciplinary notices under the Education Code (e.g. a notice of unprofessional conduct or a notice of unsatisfactory performance), the District shall not be required to follow the progressive discipline procedure under this section, and suspension and

dismissal of bargaining unit employees shall be in accordance with the Education Code.

18.4 Curriculum Presentation

Provided that bargaining unit members teach the core curriculum, a unit member shall have reasonable freedom in classroom presentations and discussions for the enrichment of students' educational experience, provided further that the material presented is relevant to the course content, is age appropriate, and is within the scope of the law.

18.5 Non-Discrimination

The District and the Association shall not discriminate based on race, color, national origin, religion, gender, sexual orientation, age, handicap, disability, marital status, political affiliation as allowed under the Education Code, membership or non-membership in and/or participation in the activities of an employee organization.

18.6 Personnel Files

The District shall maintain a single, official personnel file at the District office with all material, except pre-employment papers, available for bargaining unit member review at mutually convenient times. In placing items in the bargaining unit member's official personnel files the District shall comply with Education Code section 44031. Nothing in this section shall prevent the District from maintaining separate files for grievance processing and arbitration.

## ARTICLE 19

### NEGOTIATION PROCEDURE

- 19.1           General  
By May 1<sup>st</sup> of the year in which the contract expires, the Association and the District shall sunshine at a regularly scheduled Board meeting all new proposals being offered for inclusion in the successor agreement in accordance with the provisions of Government Code Section 3547. Thereafter the parties shall meet and negotiate regarding matters within the scope of representation.
- 19.2           Outside Consultants  
The negotiating sessions shall be private; however, either party may utilize the services of outside consultants to assist in or be present at negotiations.
- 19.3           Representatives  
The District and the Association may be represented in negotiation sessions by authorized officers, consultants, individual representatives or committees.
- 19.4           Negotiating Sessions  
Negotiating sessions will be held at hours and places as mutually agreed upon by the parties.
- 19.4.1        The Association shall be allowed release time for up to five (5) of its members for the purpose of meeting and negotiating at agreed upon meetings with the District representatives on all matters within the scope of representation pursuant to Government Code Section 3543.1. Whenever representatives of the Association are mutually scheduled by the parties to participate during work hours in negotiation sessions, they shall suffer no loss in compensation for such time spent meeting and negotiating with District representatives.
- 19.5           Reports  
Upon written request, both parties shall make available to each other, a copy of documents pertinent to the issues under negotiation not otherwise privileged by law.

19.6

Tentative Agreements

Unless the parties agree to the contrary, when tentative agreement has been reached on an item, it shall be put in writing and initialed by the parties prior to the adjournment of the session. All items remain tentative until the entire agreement is agreed to.

19.7

Final Approval

When final agreement has been reached on all items, the parties shall recommend that the total agreement be ratified by the Board and the membership of the Association.

## **ARTICLE 20**

### **NO STRIKE, NO LOCKOUT**

The Mountain View Educators Association and the Board Agree that differences between the parties hereto shall be settled by peaceful means as provided in this agreement. During the term of this Agreement, the Mountain View Educators Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate or condone any strike, work stoppage, or any concerted refusal to perform work duties as required by this Agreement, and will undertake to exert its best effort to discourage any such acts by any teachers. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of the Mountain View Educators Association members or other teachers.



## ARTICLE 21

### SUMMER SCHOOL PROGRAM

- 21.1 Selection and Appointment of Staff  
Selection and appointment of certificated District summer school personnel shall be the responsibility of the District Personnel Office.
- 21.1.1 In the event that a Summer School Director(s) is a member of the bargaining unit, all interviews for summer positions will involve the Associate Superintendent or designee.
- 21.1.2 The Summer School Director(s) positions will be posted at all school sites.
- 21.1.3 Notice of anticipated summer positions shall be distributed to all staff members by school mail. Such notice shall list the qualifications required for the position along with procedures for applying.
- 21.1.4 Permanent and probationary district employees shall be given priority for summer school positions for which they are credentialed and qualified over temporary employees or individuals not currently employed by the District. In making selections for summer school positions, the following shall be considered:
- The credentials, skills and experience necessary to perform the required services.
  - The personal preference of the unit member.
- 21.1.5 Offers for summer school positions based on student enrollment shall be in writing and shall include the location of the assignment and the subject to be taught. All applicants shall be notified regarding their summer school employment at least three (3) weeks prior to the opening of summer school. Applicants not offered a position should be considered for subsequent openings for that session.
- 21.1.6 In the event student enrollment necessitates changes of assignment after the start of summer school, a meeting to discuss changes will occur between the Director(s) and affected staff in order to reach a mutual agreement. In the event an agreement cannot be reached, the Associate Superintendent or designee will make the final decision.

21.2

Conditions of Employment

The number of days, hours of sessions, and begin and end dates will be determined by the District in compliance with State regulations in order to realize the maximum funding. The hours/days then will be advertised. Staff members are expected to be on site 15 minutes prior to the beginning of the summer school day.

- 21.2.1 Unit members shall be entitled to one (1) hour of sick leave for each twenty (20) hours of work. Summer school sick leave will be credited to the individual's accumulated sick leave.
- 21.2.2 In the event a district teacher has a death occur in his or her immediate family, the teacher will be entitled to bereavement as stated in Article 12, Sections 12.8 and 12.8.1.
- 21.2.3 Summer school salaries may be negotiated between the District and MVEA when the parties are negotiating salary in the context of successor or reopener contract negotiations.
- 21.2.4 Summer school teachers may be evaluated by the Summer School Director(s) and the Associate Superintendent as needed. Such evaluations will be used solely for the purposes of the summer school program.

21.3

On-Site Accommodations

The site at which the summer school program is held shall provide access to school equipment, facilities and non-consumable materials, including but not limited to copy machines, libraries, leveled book room, manipulatives, physical education equipment, art equipment, and computers. The administration and staff of the site where summer school is scheduled shall work cooperatively and take necessary steps to ensure that this access occurs.

## ARTICLE 22

### MISCELLANEOUS

22.1

#### Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered herein. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiation shall take place on any item within the scope of bargaining during the term of this Agreement except as specifically authorized herein. This should not preclude the Association from exercising its right to consult pursuant to Government Code 3543.2 on items not included in this Agreement.

22.2

#### Individual Contracts

Any individual contract between the Board and teacher involving work under this contract shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

22.3

#### Savings

Should any Section, Paragraph, or Provision of this Agreement be declared or adjudicated unlawful, void, inoperative, or unenforceable by a court of competent jurisdiction, all remaining Sections, Paragraphs, and Provision of this Agreement shall remain in full force and effect to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision on the contract. If both parties mutually agree, the parties shall meet not later than ten (10) days after such discussion to renegotiate the Section, Paragraph, or Provision affected.

22.4

Miscellaneous

There shall be two (2) signed copies of the final Agreement for record-keeping purposes. One shall be retained by the District and one by the Association.

## ARTICLE 23

### TERM AND REOPENING OF NEGOTIATIONS

23.1

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

### Appendices A

	These Appendices will be updated when the final revisions are complete:
A	Salary Schedules 2022-23 and 2023-24
B	Professional Growth Form
C	Committee and Individual Stipend Reimbursement Forms
D	Peer Assistance and Review Program
E	Teacher-In-Charge Stipend Form
F	Evaluation Forms – see TeachBoost
G	Evaluation Forms (self-directed) – see TeachBoost



# Salary Schedule Certificated 2022 - 2023

Changes over 2021-22: 4% salary increase

Effective July 1, 2022

Board Approved: 7 APRIL 2022

Column	I	II	III	IV	V
Step	BA +30	BA +45 or MA	BA +60 or 45 with MA	BA +75 or 60 with MA	BA +90 or 75 with MA
<b>1</b>	74,840	77,110	79,447	81,853	82,670
<b>2</b>	77,318	79,662	82,075	84,561	85,407
<b>3</b>	79,877	82,299	84,790	87,360	88,235
<b>4</b>	82,519	85,023	87,598	90,252	91,156
<b>5</b>	85,253	87,838	90,498	93,239	94,173
<b>6</b>	88,892	91,584	94,358	97,218	98,190
<b>7</b>	92,685	95,492	98,385	101,369	102,383
<b>8</b>	96,640	99,569	102,586	105,696	106,753
<b>9</b>	100,766	103,820	106,964	110,206	111,309
<b>10</b>	103,101	106,225	109,444	112,762	113,890
<b>11</b>	103,101	106,225	109,444	113,026	118,194
<b>12</b>	103,101	106,225	109,444	113,026	118,194
<b>13</b>	103,101	106,225	109,444	113,591	120,956
<b>14</b>	103,101	106,225	109,444	113,591	120,956
<b>15</b>	103,101	106,225	109,444	113,591	120,956
<b>16</b>	103,101	106,225	109,444	114,721	125,912
<b>17</b>	103,101	106,225	109,444	114,721	125,912
<b>18</b>	103,101	106,225	109,444	114,721	125,912
<b>19</b>	103,101	106,225	109,444	114,721	134,177



# Salary Schedule Certificated 2023 - 2024

Changes over 2022-23: 4% salary increase

Effective July 1, 2023

Board Approved: 7 APRIL 2022

Column	I	II	III	IV	V
Step	BA +30	BA +45 or MA	BA +60 or 45 with MA	BA +75 or 60 with MA	BA +90 or 75 with MA
<b>1</b>	77,834	80,194	82,625	85,127	85,977
<b>2</b>	80,411	82,848	85,358	87,943	88,823
<b>3</b>	83,072	85,591	88,182	90,854	91,764
<b>4</b>	85,820	88,424	91,102	93,862	94,802
<b>5</b>	88,663	91,352	94,118	96,969	97,940
<b>6</b>	92,448	95,247	98,132	101,107	102,118
<b>7</b>	96,392	99,312	102,320	105,424	106,478
<b>8</b>	100,506	103,552	106,689	109,924	111,023
<b>9</b>	104,797	107,973	111,243	114,614	115,761
<b>10</b>	107,225	110,474	113,822	117,272	118,446
<b>11</b>	107,225	110,474	113,822	117,547	122,922
<b>12</b>	107,225	110,474	113,822	117,547	122,922
<b>13</b>	107,225	110,474	113,822	118,135	125,794
<b>14</b>	107,225	110,474	113,822	118,135	125,794
<b>15</b>	107,225	110,474	113,822	118,135	125,794
<b>16</b>	107,225	110,474	113,822	119,310	130,948
<b>17</b>	107,225	110,474	113,822	119,310	130,948
<b>18</b>	107,225	110,474	113,822	119,310	130,948
<b>19</b>	107,225	110,474	113,822	119,310	139,544

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

CERTIFICATED PROFESSIONAL GROWTH AUTHORIZATION

Name \_\_\_\_\_ School \_\_\_\_\_ Year \_\_\_\_\_

Course Title or Description of Activity \_\_\_\_\_

College or Institution \_\_\_\_\_

Inclusive Dates \_\_\_\_\_ Semester Units \_\_\_\_\_  
Quarter/CEU Units \_\_\_\_\_  
Hours \_\_\_\_\_

**NOTE: When the course is completed, please submit verification to the Personnel Office.**

Please complete below.

1. How does this activity or course relate to the Mountain View Whisman School District's Criteria for Professional Growth?
  
  
  
  
  
  
  
  
  
  
2. Describe the product or instructional materials you will submit. Include your plans for using these materials in the classroom.

-----  
Approval \_\_\_\_\_ Date \_\_\_\_\_  
Principal

Approval \_\_\_\_\_ Date \_\_\_\_\_  
District Administrator



Article 8 of the Contract defines Professional Growth and describes procedures for approval of college or university work and work other than through a college or university.

## **CRITERIA FOR PROFESSIONAL GROWTH**

These are the general guidelines that are followed in granting credit for professional growth in our District. The Superintendent may make exceptions to these requirements upon request. Professional growth activities will vary but they should relate to professional and educational goals, such as: 1) Improved or updated knowledge of the subject area or techniques; 2) Deeper understanding of the learning process; 3) Deeper understanding of the environment in which the children live and in which they will take their place as adults; 4) Assuming leadership roles at the site, district level or leadership activities outside of the District which further professional and educational goals; 5) Special Professional Growth Plans prepared and developed by the individual teacher in conjunction with the site and/or district administrator.

### A. General Guidelines

1. Credit will be granted on an individual basis for activities undertaken prior to beginning district employment.
2. No credit will be granted for activities involving district payment of expenses or released time.
3. No credit will be granted without prior approval.
4. No credit will be granted for activities undertaken while on military leave, either regular or reserve.
5. No credit will be granted for an activity unless it is to be of direct value to the pupils in the classroom, to the entire school, or to the district as a whole.
6. No credit shall be granted for activities normally considered part of, or an extension of, the teacher's job description. For example, after school music rehearsals, back-to-school nights, parent-teacher conferences, etc.

### B. Credit will be granted for the following activities:

1. Non-college credit studies. One semester unit credited for 20 hours of course work; to be credited for full units only when enough hours are accumulated.
2. District sponsored courses. Unit or hours credit to be stated with the course announcement.
3. Travel
  - Will be planned and receive prior approval.
  - Will result in an acceptable product, i.e. development of instructional materials, language skills, and/or cultural knowledge.
  - One unit of credit will be granted for each 14 consecutive days of travel.
  - Teachers may earn a maximum of 6 travel units as an employee of Mountain View Whisman School District.
4. Work-type activities. Curriculum development, special projects, committee work, conferences.

### **Professional Growth Procedures**

1. Employee completes form; conferences with principal or supervisor.
2. Principal/supervisor signs; sends to ***District Administrator***.
3. ***District Administrator*** signs; sends to Personnel Office.
4. Personnel Office emails the employee so employee knows course has been approved.
5. When course, workshop, conference, etc. is completed, employee submits verification to Personnel Office.

## Certificated Committee/Group Work Stipend Form

(form initiated from District Office Department only)

Committee/Group Name: \_\_\_\_\_

Date of Activity: \_\_\_\_\_ Time Length: \_\_\_\_\_

Purpose of Activity: \_\_\_\_\_

- ◆ Each attendee of the activity is to sign below and indicate the choice of option for payment.
- ◆ Please report time in one-half or whole hours **only**.

**Option A:** Payments are processed monthly credit.

**Option B:** 20 hrs equal 1 unit of professional growth

Staff Member (Print)	Staff Member Signature	Site/Dept.	Option A	Option B
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
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19.				
20.				
21.				
22.				
23.				
24.				
25.				

**Submit completed form to Fiscal Services for processing.**

\*\*\*\*\*

\_\_\_\_\_  
Program Name/SACS Code

\_\_\_\_\_  
Authorized Signature and Date

\_\_\_\_\_  
Requesting Administrator Signature and Date

\_\_\_\_\_  
Superintendent/Designee Signature and Date

**Mountain View Whisman School District**

**Individual Staff Member Stipend Form**

Site: \_\_\_\_\_

Date: \_\_\_\_\_

Employee Name: (Please Print) \_\_\_\_\_

District Activity: \_\_\_\_\_

Date of Activity: \_\_\_\_\_ Time: \_\_\_\_\_

Purpose of Activity: \_\_\_\_\_

\_\_\_\_\_

Amount of Stipend: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature & Date

\_\_\_\_\_  
Requesting Administrator Signature & Date

\_\_\_\_\_  
Program Name/SACS Coding

\*\*\*\*\*

**Approval of Payment**

\_\_\_\_\_  
Authorized Signer Signature & Date

\_\_\_\_\_  
Superintendent/Designee Signature & Date

Office use only:  
Received at DO

# PEER ASSISTANCE AND REVIEW PROGRAM

## 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 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 CSTP 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

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 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:

## PEER ASSISTANCE AND REVIEW PROGRAM

- 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 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;

## PEER ASSISTANCE AND REVIEW PROGRAM

- 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 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

- c) 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.
  
- 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 individual personnel records, except as set forth in 3.1.5 above.



Mountain View Whisman School District

**Teacher In-Charge Designation/Stipend Form**

Per Article 3.6 of the Mountain View Whisman School District – Mountain View Educators’ Association contract, the Teacher-in-Charge is responsible for the entire school site in the absence of the principal and is expected to handle problems or situations that need immediate attention. 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.

The Teacher-in-Charge responsibility will be a school year long assignment compensated at a rate of \$100 per month (\$1000.00 total) to be paid in two installments, December and June pay warrants. For schools with Teacher-in-Charge and Alternate, both staff will be paid \$500 total (\$250 at both December and June warrants.)

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 the time spent in this training.

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 secretary.

**School Site**

\*\*\*\*\*

Please pick **ONE** option

- One Teacher-In-Charge will be paid in 2 installments (\$500 in December/\$500 in June)
- Two teachers sharing the role of Teacher-In-Charge will be paid in 2 installments (\$250 in December/\$250 in June)

**Teacher-in-Charge, please use the space below.**

Name of Teacher-in-Charge \_\_\_\_\_

\_\_\_\_\_  
Teacher-in-Charge Signature & Date

\*\*\*\*\*

**If there is a Teacher-in-Charge and Alternate, please add the alternate below**

Name of Teacher-in-Charge \_\_\_\_\_

\_\_\_\_\_  
Teacher-in-Charge Signature & Date

\_\_\_\_\_  
School Administrator Signature & Date

\*\*\*\*\*

Please return the completed form to the Assistant Superintendent/Administrative Services, no later than September 30<sup>th</sup> of the school year.

\_\_\_\_\_  
Authorized Signer Signature & Date

\_\_\_\_\_  
Superintendent/Designee Signature & Date