

AGREEMENT

by and between

Mountain View 
Teachers Association
CTA/NEA

and

Mountain View
School District



AGREEMENT
BY AND BETWEEN
MOUNTAIN VIEW TEACHERS ASSOCIATION
CTA/NEA
and
MOUNTAIN VIEW SCHOOL DISTRICT
July 1, 2014 – June 30, 2017

SIGNATURE PAGE

FOR THE BOARD:

FOR THE ASSOCIATION:

Jane E. K. John

Leticia Ures

PREAMBLE

This Agreement is made by and between the MOUNTAIN VIEW SCHOOL DISTRICT (District), and the MOUNTAIN VIEW TEACHERS ASSOCIATION OF EL MONTE / CALIFORNIA TEACHERS ASSOCIATION / NATIONAL EDUCATION ASSOCIATION (Association).

ARTICLE I
RECOGNITION

Revised 6/00

- 1.1 For the term of this Agreement, the District recognizes the Association as the exclusive representative for the following unit of employees:
- 1.1.1 INCLUDED: All teachers, including but not limited to, Children's Center teachers, Head Start teachers, consulting teachers, and temporary teachers; All program assistants, nurses, program specialists, psychologists, counselors, deans, speech and language therapists, librarians, consulting teachers, and teachers on special assignment.
- 1.1.2 EXCLUDED: All other certificated employees, including daily substitute teachers, management employees, district superintendent, associate superintendents, assistant superintendents, principals, assistant principals, directors, coordinators, consultants, supervisory employees, and confidential employees as defined in the Educational Employment Relations Act. All classified employees.
- 1.1.3 NEW CLASSIFICATIONS/POSITIONS: If any new classifications/positions are created by the District, the District and Association shall, prior to the position being filled, meet and confer to determine whether such classifications/positions shall be included in the Bargaining Unit. Nothing contained in this Article shall be construed as requiring the District to staff any of the positions/classifications referenced herein.

ARTICLE II
DISTRICT RIGHTS

- 2.1 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 or which it had prior to the execution of this Agreement except as limited by this Agreement. Included in but not limited to those duties, rights, 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; establish its educational policies, goals and objectives; determine 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; take action on any matter in the event of an emergency, i.e. act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis; in addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, 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 by the specific express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 2.3 The reference above to "terminate" does not constitute an agreement between the parties regarding layoff for lack of funds pursuant to Government Code Section 3543.2(c), and therefore the provisions of Education Code Section 44955 shall apply and shall not be superseded by this Agreement.
- 2.4 The District agrees that the subcontracting reference above does not allow contracting out services, which have been customarily and routinely performed by unit members, without first bargaining with the Association.

ARTICLE III
ASSOCIATION RIGHTS

- 3.1 The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours when such are not otherwise in use.
- 3.2 The Association and its members shall have the right to reasonable use of equipment normally located at schools and used by teachers in the course of their employment at such times as the equipment is not otherwise in use. Association representatives shall pay for all consumable supplies.
- 3.3 The Association representatives shall have the right to transact Association business on school property at all reasonable hours when teachers are not directly performing services on behalf of the District.
- 3.4 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to applicable laws and reasonable regulations within the meaning of the EERA.
- 3.5 The Association will be given time at the first faculty meeting at the school sites for a representative to request the names, addresses, and phone numbers of the bargaining unit members.
- 3.6 Wednesdays shall be reserved for Association meetings, and except in emergencies, District meetings involving unit members will not be called on that day.
- 3.7 The Association may utilize twenty-five (25) days per year for Association business. The President of the Association shall notify and receive approval, based on District needs, two (2) days in advance. All costs of the substitutes shall be borne by the Association.

ARTICLE IV
AGENCY FEE

- 4.1 Any unit member who is a member of the Mountain View Teachers Association, CTA/NEA, or who has applied for membership, shall maintain that membership for the duration of this Agreement, and may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) 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.
- 4.2 Any employee who becomes a member of the bargaining unit after November 20, 1986, who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided however, that the unit member authorize payroll deduction for such fee in the same manner as provided in section 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in 4.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 4.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Mountain View Teachers Association, CTA/NEA, as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code:
- 4.3.1 Boys Club of San Gabriel Valley
 - 4.3.2 Foundation to Assist California Teachers
 - 4.3.3 The American Cancer Society
 - 4.3.4 The American Heart Association
- Such payment shall be made on or before October 1 of each school year.
- 4.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 3 above, shall be made on an annual basis to the Association and

District as a condition of continued exemption from the provisions of Sections 1 and 2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year.

- 4.5 Any unit member making payments as set forth in Sections 3 and 4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 4.6 With respect to all sums deducted by the District pursuant to Sections 1 and 2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of 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.
- 4.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article, and this shall be reciprocal on the District.
- 4.8 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any unit member, and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.
- 4.9 The Association agrees to indemnify, defend and hold the District harmless against any and all costs, claims or suits instituted against the District arising from its compliance with the provisions of this Article. The Association shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried, or appealed.
- 4.10 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission.
- 4.11 This Article is subject to applicable laws, court cases, and PERB decisions.

ARTICLE V
HOURS OF WORK

5.1 School Year

- 5.1.1 Returning unit members shall be required to work no more than 187 days.
- 5.1.2 First year unit members shall be required to work no more than 188 days.
- 5.1.3 Appendix E, School Calendar, for distribution of workdays.
- 5.1.4 The work year for psychologists and program specialists shall be no more than 197 days.
- 5.1.5 The work year for counselors and nurses shall be no more than 188 days.

5.2 School Day

- 5.2.1 All teachers, including Speech and Language Therapists, Adaptive P.E. Teachers, Program Assistant/Special Education shall, except when assigned duty for pre-school student supervision, arrive at their classroom so as to assure the commencement of their class at the scheduled time and remain at school or in the District until their professional duties are completed. Professional duties include, but are not limited to, such areas as planning sessions, preparation of learning material, staff development sessions, District and building administrative sessions.
- 5.2.2 Elementary teachers (K-6) shall have two (2) forty-five (45) minute periods per week set aside during the school day exclusively for preparation and planning. The preparation time shall normally be provided by modified days on Thursday and Friday which shall be shorter than the regular day by forty-five (45) minutes.
- 5.2.3 All certificated support personnel who are members of the bargaining unit, and not otherwise identified in this Article, shall be required to work an eight (8) hour day excluding a thirty (30) minute, duty-free lunch period except on Fridays when they may leave when classroom teachers leave. The school nurse shall be provided release time as compensating time for clinical work.
- 5.2.4 Seventh and eighth grade teachers, and sixth grade teachers at a middle school, shall have no more than five (5) teaching periods per day and one (1) planning period per day. RSP teachers at Kranz and Madrid shall have no more than 4 teaching periods per day, one planning period per day, and one period for special education duties.
- 5.2.5 The first and third Tuesdays of each calendar month shall be reserved for school site staff meetings. The second and fourth Tuesday shall be reserved for District meetings. Site meetings may also be held on the second and fourth Tuesdays if there is no District called meeting that day or if the site meeting will not conflict with a District meeting. If there is a need for a site meeting during a second or fourth week, which cannot be held on that Tuesday, because of a conflict with a District called meeting, the principal may call the meeting on the following Thursday by so notifying the school staff and providing them with an agenda by noon on Tuesday.

- 5.2.6 Unit members will be given an agenda by noon on the Monday preceding any scheduled Tuesday site or District meeting. The maximum meeting time shall be one hour and fifteen minutes, and meetings shall begin promptly after school. School site meetings shall normally be started ten (10) minutes after the dismissal of students. The requirements of this section may be modified at any site by agreement between the principal and a site staff committee selected by the MVTA.
- 5.2.7 The District orientation day general staff meetings shall conclude by 11:30 a.m. and shall not be longer than three and one half (3.5) hours.
- 5.2.8 Individual unit members may be required to perform up to 300 minutes of student supervision during the school year.
- 5.2.9 There shall be provided for each regular and SDC classroom teacher in grades K-6 preparation time of 30 minutes per week. It is understood that this time is in addition to the time provided on each Thursday and Friday as required by Section 5.2.2 above.
- 5.3 Teachers shall be entitled to reduced instructional hours for the purpose of parent conferencing.
 - 5.3.1 Elementary teachers shall have one (1) complete non-teaching day and three (3) modified days to conduct their parent conferences. These dates shall be as scheduled in Appendix E, Calendar, and shall be maintained for parent conferencing. The hours of the non-teaching parent conference day shall be from 12:00 p.m. to 7:30 p.m.
 - 5.3.2 Sixth, seventh and eighth grade teachers at middle school shall have one (1) complete non-teaching day and one modified day for parent conferencing. The hours of the non-teaching parent conference day shall be from 12:00 p.m. to 7:30 p.m. Sixth, seventh and eighth grade teachers at middle school shall also have four (4) modified days to be scheduled by the District with input from the teaching staff at each site. The parties agree that the middle school sites shall have the authority to change the placement of the modified days. The site administrator and the staff shall come to a mutual agreement to determine the placement of the modified days.
 - 5.3.3 The second trimester parent conference day is designated for all K-8 teachers and is moved to the first Tuesday of February.
- 5.4 Unit members shall have at least a forty-five (45) minute consecutive, duty-free lunch period except on rainy days and except for Kranz and Madrid schools where the duty-free lunch shall be scheduled in accordance with past practice.
- 5.5 Except in unusual circumstances, no unit member shall be involuntarily assigned double session assignments for two (2) consecutive years unless all classes are on double session.
- 5.6 The instructional minutes for unit members shall be set and limited at the following maximums:
 - 5.6.1 Regular Days
 - 5.6.1.1 Regular days for kindergarten-8th grade shall be 335 minutes exclusive of lunch and recess.

5.6.2 Modified Days

5.6.2.1 Modified days for grades K-6 (elementary) shall be 290 minutes exclusive of lunch and recess.

5.7 The District shall provide an additional modified instructional day during the week whenever a school site holds a “Back to School night” or an “Open House night.”

ARTICLE VI
LEAVES

6.1 Sick Leave

6.1.1 Purpose

The purpose of sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, maternity disability, or quarantine.

6.1.2 Eligibility

An employee, covered by this Agreement, working five (5) days per week for a full contract year shall be annually entitled to ten (10) days of leave of absence for the purpose of sick leave utilization. An employee, covered by this Agreement, working less than full time shall be entitled to sick leave in the same ratio that their employment bears to full-time employment. If an employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year. An employee may transfer accumulated sick leave into this District according to procedures and requirements of Education Code Section 44979. Upon request, the District agrees to provide annual notification of the unit member's sick leave entitlement.

6.1.3 Procedure

An employee exercising this leave of absence provision shall notify the answering service of their need to be absent from service as soon as known, but in no event later than reasonably necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.

6.1.4 Requirements

An employee becoming aware of the need for absence due to surgery, maternity, or other predictable or previously scheduled cause shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of the disability and the anticipated date of the return to active service.

6.1.5 Compensation

Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for purposes of this policy shall receive differential pay of his/her daily salary for a period not to exceed five (5) continuous school months. In order to qualify for the differential pay an employee shall first utilize all accumulated sick leave credit and in no event shall days of differential pay when combined with days of sick leave utilization exceed one

hundred ten (110) days in any school year. Only one increment of differential pay shall be allowed for any single absence that extends into the next school year.

6.1.6 Return to Service

6.1.6.1 Immediately upon return to active service the employee shall complete the District absence form and submit it to the immediate supervisor.

6.1.6.2 The employee shall provide, upon District request, additional verification of the use of these leave provisions;

6.1.6.3 An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well being;

6.1.6.4 The employee is required to notify the District of intent to return to duty by 2:00 P.M. prior to the close of the preceding work day.

6.2 Personal Necessity Leave

6.2.1 Any personal illness or injury leave allowed under Section 6.1.2 hereof, may be used at the employee's election, for his/her personal necessity; provided, however, that an employee must satisfy the provisions of this Article, may not use more than ten (10) days of such leave in any school year, and may not use more than the available personal injury and illness leave.

6.2.2 Personal necessity leave may not be used for political activities or demonstrations, to extend vacation or holiday periods, for recreational or social activities, for civic or organizational activities, for employee association activities, for routine personal activities, for occupational investigation or for matters that can be taken care of outside work hours.

6.2.3 The employee shall give the District as much advance notice as practical and shall make every effort to comply with District procedures designed to enable the District to secure substitute service and shall notify the answering service of the expected duration of the absence.

6.2.4 The following rules shall apply to the employee's return to service:

6.2.4.1 Immediately upon return to active service, the employee shall complete the District "absence" form and submit it to his/her immediate administrator.

6.2.4.2 The employee shall verify in writing to the District that the personal necessity leave was not used for the reasons specified in Paragraph 6.2.2 of this Section. An employee will be subject to appropriate discipline if the leave was used for purposes prohibited by paragraph 6.2.2.

6.3 Bereavement Leave

6.3.1 An employee shall be eligible for a maximum of three (3) days bereavement leave of absence, or five (5) days leave of absence if 200 miles from the District or out of state travel is required without loss of salary on account of the death of any member of his/her immediate family.

- 6.3.2 To request bereavement leave, an employee shall notify his/her immediate administrator or answering service of the need for such leave and the expected duration of the absence as soon as possible.
- 6.3.3 For the purpose of this Article, an immediate family member shall be limited to mother, father, grandparent, grandchild, child, brother or sister of the employee or of the spouse of the employee, and the spouse, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, of the employee or any relative living in the immediate household of the employee.
- 6.3.4 The following rules shall apply to the employee's return to service:
 - 6.3.4.1 Immediately upon return to active service, the employee shall complete the District "absence" form and submit it to his/her immediate administrator.
 - 6.3.4.2 Upon request of the District, the employee shall provide additional verification of the use of the leave.

6.4 Industrial Accident and Illness Leave

- 6.4.1 An employee shall be eligible for industrial accident and illness leave for personal illness or injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.
- 6.4.2 An employee who has sustained a job-related injury or illness shall report the same to his/her immediate administrator on the appropriate District form within twenty-four (24) hours of the injury or illness or as soon as possible. To qualify for industrial accident or illness leave, an employee shall be examined and treated, if necessary, by an authorized physician or licensed practitioner selected by the employee. The District retains the right to have the employee examined by a physician designated by the District to assist in determining the length of time the employee will be temporarily unable to perform assigned duties and the degree to which a disability or illness is attributable to the injury and job.
- 6.4.3 Industrial accident or illness leave shall be subject to the following limitations:
 - 6.4.3.1 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident or illness.
 - 6.4.3.2 Such leave shall not be accumulated from year to year.
 - 6.4.3.3 Such leave shall commence on the first day of authorized absence and shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
 - 6.4.3.4 When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same injury or illness.

- 6.4.3.5 For any days of absence from duty as a result of the same industrial accident or illness, the employee may endorse to the District any temporary disability indemnity checks received by him/her which would make the total compensation from both the District and such disability indemnity exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness. If the employee fails to endorse to the District any temporary disability indemnity checks received on account of the industrial accident or illness as provided herein, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.
- 6.4.3.6 Upon conclusion of such leave, an employee may utilize any available personal illness or injury leave providing that any personal illness or injury leave utilization, when combined with any temporary disability indemnity, shall not exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness.
- 6.4.3.7 Any employee receiving benefits for such leave shall, during the period of injury or illness, remain within the State of California unless the District previously authorizes.
- 6.4.4 An employee shall be permitted to return to service following industrial accident or illness leave only upon presentation of a release from the authorized worker's compensation physician certifying the employee's ability to return to his/her position without restrictions or detriment to the employee's physical and emotional well-being.

6.5 Judicial Leave

- 6.5.1 An employee may be eligible for leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about as a convenience or as a result of the misconduct of the employee.
- 6.5.2 An employee shall submit a written request for an approved judicial leave of absence, accompanied by an official order for jury duty or a subpoena to appear as a witness, normally no fewer than ten (10) days prior to the date on which the jury duty is to begin or the employee is to appear as a witness. The employee must report for active service immediately after being released from jury duty or from appearing as a witness.
- 6.5.3 The employee, while properly serving on jury duty or as a witness, shall receive pay in the amount of the difference between the employee's regular earnings and any amount received for jury service or as witness fees.
- 6.5.4 Immediately upon return to active service, the employee shall complete the appropriate District form and submit it to his/her immediate administrator. The employee will further provide, upon District request, additional verification of the use of and need for judicial leave.
- 6.5.5 Paid leave for jury duty will not exceed ten (10) days in any school year.

6.5.6 Any Unit member who is called to serve jury duty during their contracted work year shall receive the substitute rate of pay (less any amount received from jury services) if they defer such services to non-contracted time during the summer months. Such unit members shall receive the substitute rate of pay (less any amount received for jury service) for the actual number of days of service up to ten days.

6.6 Sabbatical Leave

6.6.1 Eligibility

6.6.1.1 Any permanent certificated employee who has satisfactorily completed in the Mountain View School District at least seven (7) consecutive years of service, unbroken except by leave of absence, shall be eligible for sabbatical leave.

6.6.1.2 A full year of service shall consist of not less than seventy-five (75%) percent of the school year without absence for illness or other cause.

6.6.2 Application for Leave

6.6.2.1 Application for sabbatical leave shall be made to the Superintendent on the form provided. Such form shall be prescribed by the Superintendent and shall present reasons for desiring leave, length of leave, signatures of approval, and any other data necessary to provide an adequate basis for granting such leave.

6.6.2.2 Applications for leave for a full school year shall be made by March 15 of the preceding school year. These will be acted upon by April 15.

6.6.3 Number on Leave

6.6.3.1 The number of employees on sabbatical leave at any one time shall not exceed one percent (1%) of the total certificated employees of the Mountain View School District.

6.6.3.2 In case eligible employees exceeding one percent (1%) of the total certificated staff apply for sabbatical leave during any semester, the granting of such leave shall be governed by such factors as:

6.6.3.2.1 Priority of application.

6.6.3.2.2 Reasonable distribution of applicants by schools and positions.

6.6.3.2.3 Relative merit of reasons for desiring leave.

6.6.3.2.4 Whether leave has been granted previously.

6.6.3.2.5 Seniority.

6.6.3.2.6 Expected length of effective service following leave.

6.6.4 Compensation

Compensation for teachers shall be one-half of the salary which the teacher would have received had he/she remained in active service. The District's current contribution towards fringe benefits shall continue.

6.6.5 Purpose of Leave

It is understood that sabbatical leaves are not a reward for past services. On the contrary, it is a privilege granted to employees for their professional advancement so that they may better serve the local school district. Applications for sabbatical leave will be considered and acted upon by the Board of Education within the framework of policy and procedure applying thereto.

6.6.6 Sabbatical Leave for Study or Travel

Sabbatical leave for full-time study and/or approved travel may be granted for not less than one full semester nor more than two consecutive full semesters in the same school year to any certificated employee within the limitations of amounts budgeted each year for this purpose.

6.6.6.1 Additional Professional Study

Applicants who submit a detailed program of study for a sabbatical leave of absence shall undertake a full load of at least sixteen (16) hours undergraduate work per semester or twelve (12) hours of graduate work or the equivalent thereof.

6.6.6.2 Independent Study

Applicants for leave under this provision shall pursue a program of study, research and/or experience. This program must be related to present or prospective service of the employee and must be planned under the guidance of a sponsor authorized by the Superintendent of Schools. The program must be at least equivalent in effort and content to the required units for formal study leave. An adequate report of the independent study project must be approved by the sponsor before return to duty.

6.6.6.3 Acceptable Travel

Applicants who desire a travel leave must submit a detailed statement of the proposed itinerary. Travel must be related to the school work of the employee. The detailed statement shall include:

- 6.6.6.3.1 Specific areas to be visited and studied together with approximate period of time involved at various places of interest.
- 6.6.6.3.2 Educational values to be derived from main areas to be visited.
- 6.6.6.3.3 Statement in rather specific terms of "how proposed travel will inure to the benefit of pupil and the school district."
- 6.6.6.3.4 The period of time involved in travel shall be for not less than four (4) full calendar months per semester.

6.6.7 Method of Compensation

The compensation shall be paid the employee while on sabbatical leave of absence in the same manner as if the employee were working in the District. After return from leave, the employee shall render at least twice the length of service to the District as was granted for Sabbatical leave. The employee shall furnish a bond indemnifying the District against loss in the event he/she fails to render this service. The bond shall be exonerated in the event the failure of the employee to return and render the required service is caused by death or physical disability of the employee.

6.6.8 Return to Service

6.6.8.1 At the expiration of a sabbatical leave, the certificated employee who has been granted such leave shall be reinstated, unless he/she agrees otherwise, in the position held at the time the leave was granted; provided that conditions have not arisen which would have changed such employee's location and type of work had he/she remained in active service. In the event of changed conditions, the employee returning from leave shall be reinstated and be assigned to work appropriate to his/her level of training, without reduction of salary progress.

6.6.8.2 Each employee who has been on sabbatical leave shall file with the Superintendent the required transcript and/or written report one month prior to returning to duty. Such report shall contain detailed data as to the activities of the employee, together with the employee's appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of the students or the school in which the employee is located, and any other data necessary for a satisfactory report. Such report shall then be presented to the Board of Education for approval.

6.6.9 Concerning Retirement

Sabbatical leave shall count toward retirement, and the retirement annuity contributions shall be collected.

6.7 Legislative Leave

A teacher who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of his/her term or terms of office according to law.

6.8 Military Leave

Military leave shall be granted according to applicable State and Federal statutes.

6.9 Leaves Without Pay

- 6.9.1 Upon recommendation of the Superintendent and approval of the Board of Trustees, leave without compensation, increment, seniority or tenure credit may be granted for a period of up to one school year for reasons not enumerated elsewhere in this Article, including, but not limited to, child care leave.
- 6.9.2 The application for and granting of such leaves of absence shall be in writing. In addition, an employee on such leave shall notify the District by March 1st of the school year as to an intent to return to employment in the District. Failure to so notify the District will be considered an abandonment of position.
- 6.9.3 Employees approved for a leave without pay may pay for health and welfare benefits authorized in Article XVII. Advance payment for premiums shall be made on a quarterly basis to the District.

6.10 Professional Development Leave

Unit members may utilize release days for the purpose of participation in professional development activities, provided that the number of days shall not exceed the amount designated for that purpose, and the unit member's specific request has been approved by the appropriate school administrator.

- 6.10.1 The number of days designated for professional development shall be established within the fiscal constraints of the District's annual budget.

6.11 Family and Medical Leave Act

The District shall abide by the Family and Medical Leave Act as set forth in Board Policy No. 4161.8. Notwithstanding anything in the Board Policy to the contrary, the District will not force unit members to use personal necessity days when availing themselves of the rights granted to employees under the Family and Medical Leave Act.

ARTICLE VII
TRANSFER AND REASSIGNMENT PROCEDURES

7.1 Definitions

7.1.1 A transfer is defined as either:

7.1.1.1 A change of a unit member's assigned work location from one school site to another;

7.1.1.2 A change of a unit member's position classification; or

7.1.1.3 For K-6 grade teachers, a change of teaching assignment of more than two grade level above or below their previous assignment, and for 7-8 grade teachers, a change of teaching assignment of two or more periods to a different subject (department) not taught the prior year.

7.1.2 A reassignment is defined as a change of assignment: within a position classification; within the same school site within three adjacent grade levels or within a subject area (department), or a change of not more than one period in a subject area (department) not taught the prior year.

7.1.3 Position classifications shall be defined as any of the following unit member assignments: K-6 Grade Teacher, 7-8 Grade Teacher, Counselor, Psychologist, Dean, Nurse, Librarian, Speech and Language Therapist, Resource Teacher, Special Education Teacher, or Program Assistant.

7.1.4 A vacancy is defined as any vacated or newly created position within the bargaining unit.

7.2 Procedural Requirements

7.2.1 Reassignments may be made at the convenience and discretion of the principal or other responsible administrator. Upon request by the Association, the principal shall provide a written rationale for the reassignment.

7.2.2 Transfers within the same school site may be made, without the need for posting or other procedural requirements, if they are made on a voluntary basis with the concurrence of the affected staff at the school.

7.2.3 Transfers may be made, and vacancies may be filled, by the principal or other responsible administrator in accordance with the following procedural requirement.

7.2.4 Vacancies which occur after the start of the school year may be filled on a temporary basis, by a teacher not currently employed by the District, without the need to follow the procedural requirements of this Article. However, the position must be posted for the following year, with no special consideration given to the temporary or substitute teacher who filled the position on an interim basis.

7.3 Posting of Vacancies

7.3.1 The District shall develop a notice of each vacancy as soon as the District determines the need to

fill the vacancy. Such notice shall be posted at each school and delivered to the Association. Each notice shall include a description of the duties of the position and a list of all qualifications and requirements for the position. The qualifications and requirements of a position shall be solely determined by the District. The notice shall also state a deadline for applications which shall be not less than seven (7) working days after the first date of posting. The vacancy shall not be filled prior to the posted deadline.

- 7.3.2 The District shall, upon request of a unit member, notify that unit member of any vacancies which may arise during the summer recess or period of leave which meet the specification of his/her request. The unit member's request must be in writing and must include a mailing address for the summer or period of leave.
- 7.3.3 The District will give special consideration to present employees for vacant positions. Special consideration means that applicants who qualify according to the criteria in the posted notice, described in 7.3.1 above, will be interviewed before the position is advertised externally.
- 7.3.4 When no qualified applicant exists within the District, then, and only then, may the District seek qualified applicants from outside the District.

7.4 Involuntary (Initiated by the District)

- 7.4.1 Involuntary transfers are those initiated by the District and shall not occur except when required to meet demonstrable educational needs of the District, which may include, but are not limited to, enrollment changes, program changes, school closures, changes in curriculum or course offerings, or vacancies caused by death, retirements, or resignations.
- 7.4.2 Involuntary transfers shall not be made for disciplinary reasons or as an effort to improve a unit member's performance.
- 7.4.3 Involuntary transfers shall not be made until the District has identified the need for the change and has made a reasonable effort to locate volunteer(s) who will meet that need.
- 7.4.4 When an involuntary transfer is deemed necessary, the initiating administrator will submit a description of the facts which require the change along with his/her written rationale for selecting the unit member(s) to each affected unit member.
- 7.4.5 The authority set forth above shall be restricted as follows: involuntary transfers under NCLB shall be limited to Program Improvement Schools Year IV and above, and shall not exceed 5% (rounded up to the next whole number) of the staff at a site in a particular year. Affected personnel shall be notified by May 15.

7.5 Voluntary (Initiated by Unit Member)

- 7.5.1 Voluntary transfers are those initiated by unit members. Request for Transfer forms are available at the District Office or from the building principal's office. Such forms shall include the position,

grade, and/or subject to which the unit member desires to be transferred and the school or schools to which he/she desires to be transferred and are due by the last scheduled day of the school year.

7.5.2 If the unit member requests that his/her application for transfer be kept confidential, the principal at his/her school shall not be notified until after the transfer has been approved. A unit member requesting confidentiality shall be informed prior to the principal being notified of the requested transfer. The unit member shall then have the option of withdrawing the request, and, in that case, the principal shall not be notified.

7.5.3 If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial.

7.6 Unit Member Selection

7.6.1 The final decision regarding transfers and reassignments of unit members shall be made in accordance with the provisions of this article and the following criteria:

7.6.1.1 Appropriate certification;

7.6.1.2 Meets the requirements as proscribed by the administration in the posted notice described in 7.3.1, including experience within the classification, grade level, or subject area when required for the position in the posted notice; or meets the demonstrable educational needs as proscribed by the District according to 7.3.1.; and

7.6.1.3 Seniority within the bargaining unit when there is more than one qualified candidate.

7.7 Notifications and Released Time Allowances

7.7.1 Unless circumstances require otherwise, a unit member will be notified in advance, as soon as possible, before any proposed involuntary transfer or reassignment will be effective. This notice is intended to apply to changes made during, as well as at the beginning of the school year.

7.7.2 When transfers from one school site to another, during the school year, are necessary the affected unit members will be given at least two (2) days of release time. The District will provide all necessary moving assistance.

7.7.3 When reassignments become necessary during the school year, the affected unit member will be given at least one (1) day of release time.

7.8 Definition of Displaced Bargaining Unit Member:

7.8.1 A displaced unit member is one who through no fault of their own will be subject to a change of location due to the reduction in force or other reasons identified in Article 7.4.1.

The District will first seek volunteers from the affected school site(s) prior to making any involuntary transfer. If a need to displace additional teachers exists, the teacher with the least seniority in the District will be displaced.

- 7.8.2 As soon as staffing needs have been determined for the following school year and displaced teachers have been identified, voluntary and involuntary displaced unit members shall be placed in vacant positions for which they are credentialed. The parties will implement the following process and guidelines to find the most suitable assignments for these displaced teachers.
- 7.8.2.1 The District shall immediately freeze all current and known vacant positions.
- 7.8.2.2 The Association President and her/his designee and the Assistant Superintendent of Personnel shall meet and review all known vacancies, including a description of the duties and a list of qualifications and credential requirements for the position.
- 7.8.2.3 Each displaced unit member will be provided with a list of all available open positions including a description of the duties and a list of qualifications and credentialed requirements for the position.
- 7.8.2.4 Each unit member shall complete an assignment request form and select their top two preferred assignments. Association President and her/his designee will meet with the Assistant Superintendent of Personnel to review assignment requests.
- 7.8.2.5 The Assistant Superintendent of Personnel shall meet with the site principals in order to place the members in accordance with the following:
- a. Appropriate certifications.
 - b. Meets the following requirements including:
 - Experience within the classification
 - Experience within grade level
 - Experience within subject area when required for the position
 - Meets the demonstrable educational needs of District
 - c. Seniority within the bargaining unit when there is more than one qualified candidate.
- 7.8.2.6 The Assistant Superintendent of Personnel and the Association President and her/his designee will meet to review the assignments. Should the unit member's choice of assignments be denied, the unit member may request a meeting with the site or District administrator who denied the request to discuss the reason for denial.
- 7.8.2.7 Once all candidates are placed, all placements are to be considered final. Should other vacancies occur (other than at the original site, as detailed below), candidates may use the contractual transfer policy to apply, along with all other bargaining unit members. Should the candidate be successful in the "transfer" placement, the placement protection, in relation to displacement, will be considered null and void.
- 7.8.2.8 Should a vacancy occur at the site from which the displaced teacher came prior to the start of the teacher work year, the displaced teacher will be afforded the opportunity to return to the original site for any position for which the teacher meets proper credential requirements. Selection shall be based on the criteria set forth in number five above.

The opening in which the displaced teacher was placed will be filled according to Article VII.

7.8.2.9 Candidates who wish to be considered for possible return to a position at their original site, created by a summer opening, shall indicate, in writing, their intent and provide Personnel with summer contact information. Failing contact, the position will be filled according to Article VII.

7.8.2.10 Displaced teachers will not be formally evaluated the year they are displaced.

ARTICLE VIII
CONSULTATION

- 8.1 In accordance with Government Code 3543.2 the Association shall consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, the selection of textbooks, the content of in-services/professional development activities, the utilization of teacher aides, as well as any new District-wide instructional program(s) to the extent such matters are within the discretion of the District under the law.
- 8.2 The District retains the right to establish committees. When the District and Association agree to form a specific committee, the Association shall select two (2) representatives appointed by the Association President. In such event, both parties shall agree upon timeline and composition of the committee.
- 8.3 Each party agrees to notify the other in writing of its intent to consult on matters described in 8.1 above. Such written notification shall be issued by the Association President when the request is initiated by the Association or by the Superintendent (or designee) when the request is initiated by the District. A written request shall contain no more than two topics and may not be issued by a party on more than a bi-monthly basis.

ARTICLE IX

SAFETY

- 9.1 The employee shall report, in writing, to his/her immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working conditions which he/she observes.
- 9.2 The District shall investigate all conditions which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous and shall take necessary steps to have the conditions remedied. The District shall institute such emergency safety precautions as are deemed necessary.
- 9.3 Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health and safety.
- 9.4 A written description of the rights and duties of all administrators and teachers with respect to student discipline, including the use of corporal punishment and the rights of suspended students, shall be presented in writing by the District to each teacher each school year.
- 9.5 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to the police. The Superintendent shall comply with any reasonable request from the teacher for non-confidential information in the possession of the Superintendent relating to the incident or the persons involved.
- 9.6 Teachers may use reasonable force in the performance of their duties when necessary to insure the safety of themselves or others, or when necessary for reasonable control of their students.
- 9.7 The District shall reimburse a unit member for damage or theft of clothing or glasses, or instructional equipment which has been approved for use, is on file with the site administrator, which is not covered by the unit member's personal insurance, and when the loss is not the result of negligence by the unit member. The maximum annual reimbursement shall not exceed \$300 per unit member. Proof of loss and actual value must be verified by the unit member.
- 9.8 The District shall provide access to lockable space for all unit members.
- 9.9 Any reports in the possession of the District that relate to asbestos and other hazardous material or relating to earthquake safety and water quality at District facilities, shall be made available to the Association upon request.
- 9.10 There will be formed a balanced committee on teacher safety, student violence and discipline to seek mutual solutions to the identified problems.
- 9.11 When the District has knowledge of a violent student, such knowledge shall be provided to each teacher to whom the student is assigned.
- 9.12 The District agrees to conduct a training program for its administrators in mechanisms of avoiding problems of discrimination and sexual harassment.

ARTICLE X
CLASS SIZE

- 10.1 Except as fiscally necessary:
 - 10.1.1 Pupil-teacher ratio shall not exceed 32 to 1 excluding special education classes and combination classes. The pupil-teacher ratio of combination classes shall not exceed thirty to one (30:1).
 - 10.1.2 The ratio of special education teachers to pupils within special education programs shall not exceed the limits prescribed by statute, including allowable statutory exceptions.
 - 10.1.3 Class sizes which exceed the ratio for ten (10) or more days during the trimester shall be noticed in school-parent newsletters with copies released to local newspapers at the end of the trimester.

ARTICLE XI
PHYSICAL EXAMINATIONS

11.1 Employees shall be examined for tuberculosis at least once every four (4) years unless otherwise prescribed by law. Such examinations shall not be at the expense of the employee, unless the employee is not present for the scheduled examination. Any other examinations required by the District shall be provided by the District.

ARTICLE XII
EVALUATION PROCEDURES

12.1 Purpose

Every probationary unit member shall be evaluated in writing by the District no less than once each school year. Every permanent unit member shall be evaluated in writing no less than once every other year. Unit members who are to be evaluated shall be notified by October 1. These evaluations shall be completed no later than thirty (30) calendar days before the end of the school year in which the evaluation takes place.

12.1.1 A teacher shall be eligible to be evaluated at least once every five (5) years based upon meeting all of the following conditions:

- (a) is a full time certificated employee of the MVSD with ten (10) years of permanent status including probationary service;
- (b) meets highly qualified requirements for *No Child Left Behind*; and
- (c) has received a proficient or higher rating on the most recent evaluation in all elements of the revised Teacher Performance Evaluation form.

A certificated employee or the evaluator may withdraw consent at any time and such withdrawal of consent shall not be subject to the grievance procedure. If the evaluator withdraws consent, the reasons shall be communicated in writing. Upon request, the unit member shall be granted a conference with the evaluator. The unit member shall have the right to representation at the conference.

12.2 Evaluator

The District shall designate an evaluator and notify the unit member by October 1. The evaluator shall have the primary responsibility for conducting observations and shall write the evaluation. Unit members shall not be required to participate in the evaluation and/or observations of other unit members.

12.3 Objectives

12.3.1 The District shall evaluate and assess employee competency as it reasonably relates to the California Standards for the Teaching Profession.

1. Engaging and Supporting All Students in Learning.
2. Creating and Maintaining Effective Environment for Student Learning.
3. Understanding and Organizing Subject Matter for Student Learning.
4. Planning Instruction and Designing Learning Experiences for all Students.
5. Assessing Student Learning.
6. Developing as a Professional Educator.

- 12.3.2 Prior to November 15 of each school year, each unit member shall formulate up to three objectives for two of the California Standards for the Teaching Profession, one of which may be selected by the administrator. The evaluator shall acquaint unit members with District philosophy, the California Standards for the Teaching Profession, goals, job descriptions, and additional District performance expectations.
- 12.3.3 In the event there is disagreement, the evaluator and the evaluatee shall meet and make a good-faith effort to resolve it.
- 12.3.4 If there is no resolution, the unit member may request in writing that the Superintendent or designee review the objectives and make a final decision. The unit member may attach a written disagreement indicating his objections to the final decision.
- 12.3.5 During the course of the evaluation period circumstances may change which may require modification of the original objectives. The necessity for review of the teacher's major objectives shall be jointly determined by the unit member and the evaluator. The determination of new objectives shall be derived in the same manner as were the original objectives.
- 12.3.6 The evaluation and assessment of employee competency shall not include the use of publishers' norms established by standardized tests.
- 12.3.7 Although weekly lesson plans are required and may be reviewed occasionally by the principal, only probationary unit members may be required to submit weekly lesson plans to the site administrator. Permanent unit members shall not be required to submit lesson plans for approval by site administrators unless the unit member has received an evaluation marked "needs improvement" or "unsatisfactory" in the area of planning or instructional strategy during the prior or current school year.

12.4 Timelines

Evaluations shall be completed no later than thirty (30) calendar days before the end of the school year in which the evaluation takes place. The evaluation shall be limited to those specific objectives resulting from the above process. The evaluation process shall include the following activities:

- 12.4.1 At least one (1) formal classroom observation for permanent teachers and two (2) formal classroom observations for non-permanent teachers, of reasonable duration shall occur. This requirement does not limit informal observations. Observations for the exclusive purpose of evaluation shall not be conducted on the day immediately before or after a holiday.
- 12.4.2 A formal classroom observation shall be preceded by at least a twenty-four (24) hour notice that the observation is going to occur.
- 12.4.3 If feasible, an evaluation conference shall be scheduled not more than five (5) days after each formal observation.
- 12.4.4 A written report will be furnished the unit member by the evaluator of the observation and will

include commendation and recommendations if appropriate. All comments on this report shall be substantiated by the evaluator. This report shall be dated and signed by the evaluator and the unit member. The evaluatee may append written comments. Preliminary observation or evaluation reports may be placed in his or her personnel file but shall be removed if the unit member objects unless they document problems which have not been resolved at the time of the final evaluation summary.

12.5 Performance Problems

During the school year the District shall notify an employee in writing if his or her job performance is unsatisfactory or if improvement is necessary. The District shall allow the unit member sufficient time to correct deficiencies prior to issuance of the final evaluation. When performance problems are identified by the evaluator, he or she shall take positive action to correct cited deficiencies. Such action may include but not be limited to:

- 12.5.1 Areas where improvement is needed.
- 12.5.2 Specific suggestions for improvement.
- 12.5.3 Additional resources to be utilized to assist with improvement.
- 12.5.4 Evaluator's role in assisting the teacher.
- 12.5.5 Techniques for measurement of improvement.
- 12.5.6 Time schedule for monitoring of improvement.
- 12.5.7 Release time to allow the unit member time to use other resources to improve in the areas in which deficiencies were cited.

12.6 Grievability

The evaluatee may file a grievance if he/she receives a rating of unsatisfactory on the grounds that factors beyond the control of the evaluatee prevented a satisfactory rating.

- 12.7 Nothing in the above procedure shall limit the District's right to lawfully evaluate under Ed. Code Section 44932, et seq.

ARTICLE XIII
PERSONNEL FILES

- 13.1 Official permanent personnel files for teachers shall be located at the District Office and shall not refer to files maintained by the immediate supervisor in between formal evaluation reports.
- 13.2 A unit member shall review his/her personnel file except for ratings, reports, or records which (1) were obtained prior to the employment of the unit member, or (2) were obtained in connection with a promotional examination.
- 13.3 A unit member shall be provided a copy of any derogatory material before it is placed in his/her personnel file. The unit member shall also be given a reasonable amount of release time to prepare a written response to such material prior to it being placed in the file.
- 13.4 Upon written authorization by the unit member, the unit member and/or a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file. The District may charge for copies at a cost not to exceed ten cents (\$.10) per page.
- 13.5 The person who places material in a unit member's personnel file shall sign and indicate the date on which it was placed in the file.
- 13.6 Derogatory materials older than four (4) years shall not be used in a dismissal hearing.

ARTICLE XIV
CHILDREN'S CENTER AND HEAD START TEACHERS

14.1 The following Articles will not apply to unit members classified as Children's Center and Head Start teachers:

- 14.1.1 Article V, Hours of Work;
- 14.1.2 Article X, Class size;
- 14.1.3 Article XVI, Salaries, except for Section 16.1.3, 16.2, 16.6, and 16.7;
- 14.1.4 Article XXII, Professional Growth;
- 14.1.5 Article XXIV, Mentor Teacher Program;
- 14.1.6 Article XXVI, Lottery Funds;
- 14.1.7 Article XXVII, Instructional Scheduling;
- 14.1.8 Article XXVIII, Enrichment Program/Extra Duty Assignment, *except for Section 28.2*;
- 14.1.9 Article XXXIII, Alternative Education;
- 14.1.10 Article XXXIV, Shared Teaching Assignment;
- 14.1.11 Article XXXV, Restructuring/Site-Based Decision-Making Waivers;
- 14.1.12 Appendix A, B, and E.

*MOU's and other agreements will not apply unless explicitly indicated.

14.2 A maximum of two (2) years of experience credit shall be allowed for initial placement on the salary schedules for Children's Center and Head Start teachers. The requirement for Salary Schedule Class shall be as follows:

Class 1 Child Development Teacher (24 Units ECE/CD)

Class 2 Master Teacher (BA)

Class 3 Master Teacher (BA + 15 Units)

Class 4 Master Teacher (BA + 30 Units)

14.3 Children's Center and Head Start teachers shall earn twelve (12) days of vacation per year if they are employed for twelve (12) months. After completion of five years of service with the District, the annual vacation will be increased to fourteen (14) days each year.

14.3.1 Head Start teachers and Children's Center teachers who are 12 month employees may carry over up to five (5) days per year of earned vacation up to a maximum of thirty (30) days.

14.4 Unit members assigned an eight (8) hour work day and a forty (40) hour work week are entitled to a 30 minute break for lunch and two fifteen (15) minute breaks during each eight (8) hour work. In the event that an employee is required to work beyond the 8 hour work day, compensating release time shall be arranged by the Director.

- 14.5 Ten Month Head Start teachers and Children's Center teachers shall not earn vacation. The Ten Month work year shall be 186 days.
- 14.6 Effective November 1, 2014, full time for Head Start teachers shall be a six and a half (6.5) hour work day and a thirty-two and a half (32.5) hour work week, including three hours and thirty minutes of student contact time, fifteen minutes break time, two hours and fifteen minutes of preparation time, and thirty minutes of non-student contact time. The six and a half hour (6.5) work day does not include the daily teacher lunch period which consists of an unpaid and duty-free break of thirty (30) minutes. In the event an employee is required to work beyond the 6 and a half hour (6.5) work day, compensating release time shall be arranged by the Director.
- 14.7 Head Start Teachers II shall receive an annual stipend equal to 3% of their base pay, and the Head Start II Program Service Facilitator shall receive an annual stipend equal to 8% of their base pay.
- 14.8 Effective 07/01/06, the hourly rates for the Children's Center and the Head Start teachers are set forth on the Certificated Hourly Salary Schedule CH.

ARTICLE XV
SUMMER SCHOOL

- 15.1 Posting of Positions - The District shall post a notice of potential summer employment positions throughout the District and deliver a copy to the Association no later than May 15th of each year. Applications will be accepted for ten (10) teacher working days. No positions will be filled before the end-day deadline expires.
- 15.2 Selection Criteria - The District is responsible for developing a description of all of the duties, requirements, and qualifications for each summer employment position which shall be included in the posted notice.
- 15.3 Final Decision - All qualified applicants shall be considered and the final decision regarding summer employment positions shall be made in accordance with the provisions of this Article and the objective application of the following criteria:
- 15.3.1 Appropriate certification.
 - 15.3.2 Meets the position requirements and qualifications as prescribed in the posted notice, described in section 15.2 above, including experience within the grade level and subject area when required for the position;
 - 15.3.3 When there is more than one qualified applicant for a position, an applicant who was employed for a full term in either regular or migrant education summer school the preceding year shall not be eligible if any other permanent qualified applicant has applied. If there are any other qualified applicants for the position, applicants shall not be considered for more than one summer employment program during any one summer.
 - 15.3.4 Unit members may not be employed in a summer employment position and compensated for service on a curriculum development committee during the same summer unless there are not enough summer school applicants.
- 15.4 Preference for Summer Employment Assignments - In all cases, except as provided in Section 15.3.3, preference shall be given to permanent employees of the Mountain View School District. First-year probationary employees, emergency credentialed employees, and outside applicants may be considered only if a position cannot be filled by a qualified permanent unit member. If there are no qualified applicants for a posted position, the District may not hire an unqualified applicant, but may re-post the position with a modification of the duties, requirements, or qualifications. The time limits of Section 15.1 shall not apply to the re-posting of a position which has been modified because there were no qualified applicants initially.

15.5 Summer Employment Pay

- 15.5.1 Each year the summer school hourly rate shall be adjusted by the same percentage amount that the teachers' regular salary schedule (Appendix A) was adjusted the prior school year.
- 15.5.2 Summer employment teachers shall also be paid for up to one (1) five (5) hour day of orientation if required.
- 15.5.3 Teachers may, but shall not be required to, use up to one (1) day of their accumulated sick leave during summer school.
- 15.5.4 Summer school teachers in special education, IIP, social promotion, migrant education, core education, and minimum essential programs shall receive one (1) hour of paid preparation time for each twenty (20) hours of instructional time. Also, teachers will receive pay for summer school staff meeting (pre service staff meeting) as currently required by the Agreement. For Example:

Hours
20 days summer school x 5 hrs 80
Prep time 4
Pre-service meeting 1
Total 85

- 15.6 All programs that are funded at the summer school rate shall follow this process.

ARTICLE XVI

SALARIES

- 16.1 The salary schedules and salary classification requirements for all unit members are set forth in Appendix A, B, C, and D attached hereto and made a part of this Agreement.
- 16.1.1 The District will pay a bilingual stipend of \$1100 for each BCC or BCLAD credentialed teacher hired prior to June 30, 2005. The \$600 stipend will no longer be offered effective July 1, 2005. Teachers currently receiving the \$600 stipend have until June 30, 2007 to complete the requirements for the \$1100 stipend. This stipend shall also apply to Language-Speech specialists. The targeted languages for which the bilingual stipend shall apply are: Spanish, Cantonese, Mandarin, Cambodian, and Vietnamese.
- 16.2 Credit for public school experience will be allowed on a year for year basis beginning effective 9-1-90. No credit for experience will be allowed for a fractional part of a year less than seventy-five percent (75%) of a school year.
- 16.3 One step in the schedule shall be granted for each year of service. A year of service is defined as seventy-five (75%) of a teacher's work year or longer of actual service or on paid leave of absence (paid leave of absence in this Section and in Section 16.4 does not include differential leave as defined in Section 6.1.5.). Movement down the steps of the salary schedule shall take place only at the beginning of the school year. Those qualifying midyear must wait until the beginning of the next school year.
- 16.4 Beginning with the 1987-88 school year, unit members whose assignment is less than full time, either by working part time each day or full time for only part of the school year, shall be eligible for a step advance when their repeated partial assignment adds up to one full year of service, provided they have worked, or were on paid leave of absence, for at least seventy-five percent (75%) of that period.
- 16.5 Adjustments for class placement on the salary schedule will be made throughout the year. Credit will be effective on the first day of the month following the month that transcripts are received by the Personnel Office. Requests for adjustments must be followed by official transcripts.
- 16.6 A grade of "C" or better, for upper division or graduate semester hours, from an accredited institution taken after completion of the Bachelor's Degree, is required for all units accepted for a salary schedule adjustment. In addition, up to four units of lower division Spanish will be allowed.
- 16.7 The requirements for Salary Schedule Class placement shall be as follows:
- CLASS 1: Bachelor's Degree
 - CLASS 2: Bachelor's plus 15 units
 - CLASS 3: Bachelor's plus 30 units
 - CLASS 4: Bachelor's plus 45 units or Master's Degree
 - CLASS 5: Bachelor's plus 60 units and Master's or Master's Degree plus 15 units

16.8 Beginning February 2013, when an extra student or students are placed in an elementary teacher's class and no substitute is assigned, the teacher shall be compensated at the rate of \$4.00 per student per day.

ARTICLE XVII
HEALTH AND WELFARE BENEFITS

- 17.1 The District agrees to establish an insurance fund to be designated the MVTA Insurance Special Reserve Fund from which the Association will designate insurance programs and coverage.
 - 17.1.1 For 2001-02, the District agrees to contribute \$5,617 (\$561.70/tenthly) per eligible unit member to the MVTA Insurance Special Reserve Fund.
 - 17.1.1.1 For the purposes of this Article, eligible unit members shall include full-time and part-time unit members and early retirees. The contribution for part-time unit members who work 50% or more of full-time, shall be a prorated share based upon the ratio of hours worked to full-time.
 - 17.1.2 The MVTA Insurance Special Reserve Fund, including all contributions, interest, and rebates shall remain available for MVTA fringe benefit purposes.
 - 17.1.3 The MVTA Fringe Benefit Committee shall develop insurance plans, select an insurance broker, select insurance providers, and determine fringe benefit options to be funded from the MVTA Insurance Special Reserve Fund. The District agrees to provide a total of ten (10) days of release time to the Association for use by the MVTA Fringe Benefit Committee.
- 17.2 After the death of an employee, spouses may retain coverage, if allowed by carriers, by paying the remaining insurance costs according to C.O.B.R.A.

ARTICLE XVIII
TRAVEL EXPENSES

- 18.1 The District may assign employees to more than one (1) school per day and may require such employees to use their personal automobiles in the performance of their duties. The District shall reimburse an employee for authorized travel between schools at the IRS current rate. The distance between schools shall be computed by the District and payment for a trip from one school to the other shall be in accordance with the computed schedule. In no case shall a travel allowance be paid for travel to and from school.
- 18.2 The District shall reimburse a teacher for travel expenses as authorized by the District for any school business at the IRS current rate.

ARTICLE XIX
NEGOTIATION PROCEDURES

- 19.1 The District and the Association shall meet and negotiate in good faith on negotiation items within fifteen (15) days after the public hearings have been held. Any agreement reached between the parties shall be reduced to writing, ratified and signed by them.
- 19.2 Five (5) Association representatives shall be provided reasonable released time for negotiations with the District with no loss of compensation during regular school hours.
- 19.3 Not later than October 15th, the District upon request shall furnish the Association with the placement of teachers on the salary schedule as of October 1st.

ARTICLE XX
GRIEVANCE PROCEDURE

20.1 Definitions

- 20.1.1 A grievance is an allegation by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement.
- 20.1.2 A grievant is the member, or members, of the bargaining unit, or the Association, alleging a violation, misinterpretation or misapplication of a specific provision of this Agreement.
- 20.1.3 A day is defined as a day when the schools in the District are in session excluding summer school.

20.2 Informal Resolution

Before filing a formal grievance, the grievant will attempt to resolve the grievance by means of an informal conference with the immediate supervisor or the appropriate administrator.

20.3 Formal Resolution, Level One

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of the time the grievant could reasonably have known of the act or omission, the grievant must file a formal written grievance.

- 20.3.1 The written statement of the grievance shall include the general and specific grounds of the grievance, the date or dates the alleged act or omission occurred, the specific provisions of the Agreement alleged to have been violated, misinterpreted or misapplied, and any other pertinent information which might assist the District in determining the proper resolution of the grievance. It shall also include a statement of the specific action which the aggrieved unit member desires that the District take to remedy the grievance and a statement of the outcome resulting from the Informal Resolution as described in Section 20.2.
- 20.3.2 The immediate supervisor shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.
- 20.3.3 Within the above time limits either party may request a personal conference.
- 20.3.4 Grievances that arise because of alleged actions at the District, rather than school site, may be filed initially at Level Two.

20.4 Formal Resolution, Level Two

In the event the grievant is not satisfied with the decision rendered at level one, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

20.4.1 The Superintendent or his designee shall communicate the decision to the grievant within ten (10) days. If the Superintendent or his designee does not respond within the time limits provided, the grievant may appeal to the next level.

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

20.5 Formal Resolution, Level Three

If the grievant is not satisfied with the decision at level two, the Association may within ten (10) days submit a request in writing to the Superintendent for arbitration of the dispute. The Association and the District shall attempt to agree on an arbitrator. If no agreement can be reached, they shall request the American Arbitration Association to supply a panel of arbitrators and assist the parties in selecting an arbitrator. Regardless of how the arbitrator is selected, the parties and the arbitrator shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association except as agreed in other sections of this Article or by other written agreement of the parties.

20.5.1 The fees and expense of the arbitrator in the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

20.5.2 The arbitrator shall, as soon as possible, hear evidence, and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

20.5.3 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based upon the evidence and arguments presented to him/her by the respective parties and upon generally accepted rules of contract construction and interpretation.

20.5.4 The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can clearly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of the Agreement may be utilized by the arbitrator in accordance with generally accepted rules of contract construction and application. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable.

20.5.5 The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

- 20.5.6 The decision of the arbitrator within the limits herein prescribed shall be binding upon the Association, the District, and the grievant.
- 20.5.7 Any dispute arising out of or in any way connected with either the existence of or the exercise of rights of the District in Article II, District Rights, is not subject to the Grievance provisions set forth in this Article, unless the dispute is otherwise grievable under another Article of the Agreement.

20.6 Miscellaneous Provisions

- 20.6.1 If the immediate supervisor, Superintendent or designee fails to comply with the time limits set forth, the grievant may process the grievance to the next level of the grievance procedure. The time limits referred to herein shall be applied in a reasonable manner and may be extended only by mutual agreement between the parties.
- 20.6.2 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- 20.6.3 No reprisals of any kind shall be taken by the District or by any member or representative of the District against the Association, a grievant or person who assisted the grievant. No reprisals of any kind shall be taken by the Association or any unit member against either the grievant, the District or any District unit member who may have participated directly or indirectly in the grievance procedure.
- 20.6.4 Grievants, representatives of the grievants, and witnesses shall be provided reasonable release time for the purpose of processing grievances in accordance with Section 3543.1 of the Educational Employment Relations Act.
- 20.6.5 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association so long as the adjustment is reached prior to arbitration, the adjustment is not inconsistent with the terms and conditions of this Agreement and provided the District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance, the proposed resolution, and has been given an opportunity to file a response.
- 20.6.6 The filing or pendency of a grievance shall not delay or change District action or programs until, if at all, the resolution of the grievance.
- 20.6.7 The grievant may be accompanied at any point in the process by an Association representative at the grievant's discretion.

ARTICLE XXI
DISCIPLINE SHORT OF DISMISSAL

- 21.1 The Association recognizes that the District has the right and responsibility to take disciplinary action when there are instances of unprofessional conduct or violation of, or refusal to obey, the school laws of the State or reasonable regulations prescribed for the government of public schools by the State Board of Education, or by the Governing Board of the Mountain View School District, or by reasonable school level administrative rules, or by the requirements of the negotiated agreement.
- 21.2 In exercising this responsibility, the District agrees to progressive discipline, except where the severity of the offense requires otherwise. In all instances, the discipline applied must relate to the severity of the offense, be for just cause, and include due process.
- 21.3 Progressive discipline shall include the following:
- 21.3.1 Level 1: Verbal Warning
A verbal warning shall be given by the Site Administrator, which shall specify the rule that may have been violated or the behavior that may need to be modified, containing suggestions for modification and advising the unit member of the next level of discipline. A verbal warning receipt shall be issued to the unit member.
- 21.3.2 Level 2: Written Warning
A written warning shall not be placed in the unit member's personnel file or be subject to grievance unless and until attached to a written reprimand at a later date.
- 21.3.3 Level 3: Written Reprimand
A written reprimand may be issued for a repeated infraction or violation.
- 21.3.4 Level 4: Suspension
Suspension, with or without pay, for up to 15 days, or other corrective disciplinary actions(s) (consistent with the type of offense) based upon the severity of the verified offense(s).
- 21.3.5 Except as disciplinary actions may be introduced in support of actions taken under Education Code Section 44932, this Article shall not be construed as modifying those provisions or dismissal for cause.

ARTICLE XXII
PROFESSIONAL GROWTH

- 22.1 This Article applies only to those members in the bargaining unit who, as of September 1, 1985, do not hold a clear multiple or single subject teaching credential.
- 22.2 Those members of the bargaining unit to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed with a five (5) year period. The five (5) year period begins September 1, 1986, or on the date that a credential takes effect after September 1, 1985. Acceptable activities may include, but not be limited to, the following:
- 22.2.1 Courses from a regionally accredited college and university.
 - 22.2.2 Participation in professional conferences, workshops or lectures provided by persons of expertise in education.
 - 22.2.3 Teacher Education/Computer Center, Teacher Center, staff development of similar educationally focused institutions.
 - 22.2.4 Service as a Mentor Teacher.
 - 22.2.5 Participation in curriculum development projects.
 - 22.2.6 Participation in systematic programs of observation and analysis of teaching.
 - 22.2.7 Participation in educational research or innovation efforts.
 - 22.2.8 Creative endeavors in areas such as television, music or art.
 - 22.2.9 Publication of professional articles in professional journals.
 - 22.2.10 Travel related to teaching area and credential area.
 - 22.2.11 Participation in a speaker's bureau or on talk shows on education related committees.
 - 22.2.12 Membership on state or local education related committees.
 - 22.2.13 Service as a master teacher for student teachers.
- 22.3 A clock hour is determined by the actual time spent in the activity with the following exception: For courses taken from an accredited college or university, each semester shall equal 15 clock hours, and each quarter unit shall equal 10 clock hours.
- 22.4 Prior to beginning an activity which could accumulate clock hours, the member of the bargaining unit shall submit the proposed activity to his/her immediate supervisor. Within ten working days, the immediate supervisor shall indicate in writing his/her approval of the proposed plan for accumulation of clock hours. If the member of the bargaining unit desires to amend an already approved activity for accumulation of clock hours, the same process shall be followed for prior approval.

22.5 Upon completion of the activity, the member of the bargaining unit shall submit to his/her immediate supervisor a form which contains the following information:

22.5.1 Type of activity engaged in.

22.5.2 Dates of the activity.

22.5.3 Number of clock hours spent in the activity.

The immediate supervisor shall approve and sign the form and submit it to the District Personnel Office, with a copy of the signed form to the member of the bargaining unit. This shall constitute the necessary verification that the member of the bargaining unit has completed the number of clock hours specified on the form.

ARTICLE XXIII
EARLY RETIREMENT

- 23.1 A unit member fifty-five (55) years of age but who has not reached his/her 65th birthday, who has been an employee of the Mountain View School District for fifteen (15) years, and who retires after August 1, 1980, shall continue to receive coverage in the approved health, dental, and vision insurance plans at the same support level which active unit members receive.
- 23.1.1 A "retired" employee is defined for purposes of this Section as one who has retired from service and is eligible for or is receiving a retirement allowance from the State Teacher's Retirement System.
- 23.1.2 At the time of retirement, the retiree must be enrolled in District approved insurance plans in which continued coverage is desired after retirement.
- 23.1.3 Spouse of the employee may be covered by the retiree provided he/she is enrolled as his or her dependent at the time of retirement.
- 23.1.4 Death of the retiree automatically cancels the District coverage for surviving spouse.
- 23.1.5 Coverage for the retiree and spouse shall cease on the last day of the month in which the retiree becomes eligible for Medicare or reaches age sixty-five (65).
- 23.1.6 It is the responsibility of the retiree to inform the District of change of dependent status within thirty (30) days of such change.
- 23.1.7 Not more than seven percent (7%) of the bargaining unit may be receiving early retirement benefits at one time. When this threshold is reached, the School Board will have the right to deny this benefit to any retiring employee.

ARTICLE XXIV
MENTOR TEACHER PROGRAM

Rev. 7/1/98

24.1 LEGISLATIVE INTENT (Educational Code Section 44490)

24.1.1 The Legislature recognizes that the classroom is the focus of teaching reward and satisfaction. However, the Legislature finds that many potentially effective teachers leave the teaching profession because it does not offer them support, assistance, recognition, and career opportunities that they need.

24.1.2 It is the intent of the Legislature in the enactment of this Article to encourage teachers currently employed in the public school system to continue to pursue excellence within their profession, to provide incentive to teachers of demonstrated ability and expertise to remain in the public school system, and to restore the teaching profession to its position of primary importance within the structure of the state educational system.

24.2 SELECTION OF MENTOR TEACHERS

24.2.1 Education Code guidelines state that the selection of the mentor teacher requires the formation of a selection committee that is composed of a majority of teachers selected by teachers. The other members of the committee will be administrators. The selection committee will review the applications and nominations and will also observe the candidates while they teach in their classrooms. The selection committee will submit its recommendations of potential mentor to the Board of Trustees which approves the final list of mentor teachers.

24.3 ELECTION OF SELECTION COMMITTEE

24.3.1 The selection committee shall be composed of three classroom teachers elected to serve on the selection committee by other certificated classroom teachers. Classroom teacher members of the committee shall be elected by secret ballot election conducted among all classroom teachers serving in the Mountain View Teachers Association. The remainder of the committee shall be comprised of two school administrators selected to serve on the committee.

24.3.2 Classroom teachers may place their name on the ballot by requesting individual building reps. to forward their names to the President of Mountain View Teachers Association, who will place the names on a ballot. The election shall be conducted by Mountain View Teachers Association. Election shall be by secret ballot.

24.3.3 The results shall be reported to the Superintendent, Assistant Superintendent of Educational Services and the certificated staff.

24.3.4 The members of the selection committee shall serve a three year term. A one-year period shall elapse before being elected to serve again. If necessary for a committee member to be replaced due to resignation or reassignment, then another committee member will be elected.

24.4 SPECIFIC CRITERIA FOR THE SELECTION OF MENTOR TEACHER

- 24.4.1 The mentor teacher is a credentialed classroom teacher with permanent status.
- 24.4.2 The mentor teacher has substantial recent experience in classroom instruction.
- 24.4.3 The mentor teacher has demonstrated exemplary teaching ability as indicated by: effective communication skills, subject matter knowledge, and a mastery of a range of teaching strategies.
- 24.4.4 Each mentor shall spend, on the average, not less than 60% of his or her time in the direct instruction of pupils.

24.5 In order to be considered by the selection committee a teacher must:

- 24.5.1 Meet the minimum criteria for selection.
- 24.5.2 Be nominated by any full time certificated District employee; and/or
- 24.5.3 Submit a personal request asking for consideration.

24.6 The selection committee will:

- 24.6.1 Review sample lesson plans.
- 24.6.2 Observe the candidates' performance in the classrooms for a minimum of 30 minutes.
- 24.6.3 Interview each candidate.

24.7 The District selection committee will review the above and submit its recommendations to the Board of Trustees which approves the final list of mentors.

24.8 PROGRAM GOALS AND PURPOSES

24.8.1 The District selection committee will base its nomination of mentor teachers on their ability to meet the needs of the District in areas of assisting new teachers, curriculum and staff development.

24.8.2 Education Code section 44494 specifically states that:

- 24.8.2.1 The primary function of mentor teachers shall be to provide assistance and guidance to new teachers. A mentor teacher may also provide assistance and guidance to more experienced teachers.
- 24.8.2.2 Mentor teachers may provide staff development for teachers and may develop a special curriculum.
- 24.8.2.3 A mentor teacher shall not participate in the evaluation of teachers.

24.8.3 PROGRAM GOALS

24.8.3.1 To provide assistance and support for the classroom teacher. The focus of assistance will be to new teachers; teachers new to a grade level; teachers expressing an interest in further professional growth or teachers interested in developing instructional teaching strategies.

24.9 TERMS FOR MENTOR POSITION

24.9.1 Term could be a minimum of one year or two years with reapplication rights for a total not to exceed three years. After two years has elapsed, a mentor may reapply. In the eventuality that there are not enough applications which meet the minimum objective criteria, the two years elapsed time may be waived and a mentor may then reapply after one year.

24.10 CONDITIONS FOR MENTOR TEACHER

24.10.1 A mentor teacher shall be a full-time classroom teacher during the period of assignment.

24.10.2 Compensation: As assigned by the State Department of Education, \$5,000.00 per year. If the State of California provides additional funding for mentor teachers, the District agrees to increase the mentor teacher stipends accordingly.

ARTICLE XXV
CATASTROPHIC LEAVE BANK

25.1 AUTHORIZATION

Section 44043.5 of California Education Code authorizes the governing boards of school districts to establish a catastrophic leave program to permit employees of that district to donate eligible leave credits, as defined, to an employee when that employee or member of his or her family suffers from a catastrophic illness or injury, as defined, if prescribed conditions are met. The Catastrophic Leave Bank shall be administered by the Catastrophic Leave Bank Committee (CLB Committee).

25.2 DEFINITIONS

25.2.1 A catastrophic illness or injury is defined as a potentially life-threatening illness or a life-threatening injury occurring after July 1, 1993, that is expected to incapacitate the employee or a member of the employee's family for an extended period of time, requires the employee to take time off from work for an extended period of time, and taking the extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Maternity and/or childcare leaves are not considered catastrophic unless they fall into the above category. Each claim will be handled on a case-by-case basis by the CLB Committee.

25.2.2 Eligible leave credits are defined as sick leave accrued to the donating employee.

25.2.3 The terms: donation, deposit, contribution, are interchangeable for the purposes of the Catastrophic Leave procedure.

25.3 DONATIONS TO THE BANK

Eligible leave credits may be donated to the Catastrophic Leave Bank within the conditions and restrictions outlined below:

25.3.1 Participation in the Catastrophic Leave Bank is voluntary. Any regular certificated employee on active duty status shall be eligible to participate with a minimum annual deposit of one day. Donations of less than one day will not be accepted. Employees who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of thirty (30) duty days after joining the Bank (making a deposit) before becoming eligible to withdraw from the Bank.

25.3.2 Additional contributions may be made at any time during the school fiscal year. Donators shall give written notice to the Business Office, with a copy to the Personnel Office for the donator's Personnel File, of his/her intent to contribute/transfer days to the Bank. The notice shall state clearly the number of days to be donated. The date of the notice shall become the effective transfer date.

25.3.3 Donators may deposit up to a maximum of two (2) days to the Bank in any given fiscal year.*

- 25.3.4 Under no circumstances may a donator contribute days to the Bank if in so doing the donator's own number of sick leave days falls below nine (9) at the time of donation.*
- 25.3.5 A deposit to the Bank shall be a general donation and shall not be donated to a specific individual for his/her exclusive use.
- 25.3.6 All donations of eligible leave credits to the Bank are irrevocable and the donor waives any right to leave credits he/she may have donated except as stated in this Article. The Bank may accumulate days from year to year.

*Exception: Certificated employees who are retiring or leaving the employ of the District may, during their last year with the District, contribute up to five (5) days of their sick leave to the Bank.

25.4 WITHDRAWALS FROM THE BANK

- 25.4.1 A Catastrophic Leave Bank participant who is, or whose family member is, suffering from a catastrophic illness or injury as defined herein, and whose sick leave is or will be exhausted by the time of the actual withdrawal, may request to withdraw leave credits from the Bank.
- 25.4.2 The withdrawal request must be in writing to the chairperson of the CLB Committee, with a copy to the Business Office, and include the following detail:
 - 25.4.2.1 Written verification of the catastrophic illness or injury by a medical doctor.
 - 25.4.2.2 The specific number of days being requested.
- 25.4.3 The Business Office shall verify the individual requesting the withdrawal has exhausted all sick leave and other paid time off (or the date when this will occur).
- 25.4.4 The Chairperson shall convene the CLB Committee to consider the request of the certificated employee(s) as soon as possible.
- 25.4.5 Withdrawals from the Bank may be granted by the CLB Committee in units of no more than ten (10) duty days. Participants may request extensions or additional grants as their prior grants expire. The maximum withdrawal of leave credits for any individual in a given fiscal year shall not exceed sixty (60) duty days. The requestor's situation shall be held confidential by the CLB Committee and the District. In no event will more than 353 days be withdrawn from the Bank during any school year.
- 25.4.6 Requestors who have exhausted sick leave, but who still have differential leave available, are eligible for a withdrawal from the Bank. The District shall pay the requestor (upon approval of the CLB Committee) full pay, and the Bank shall be charged one-half (1/2) day while the requestor is debited a day of authorized differential pay.
- 25.4.7 Any days approved by the CLB Committee that are unused by the employee shall be returned to the Bank upon the employee's return to work after the illness.
- 25.4.8 Days shall be donated and withdrawn from the Bank without regard to the daily rate of pay of any participant. Requestors using days from the Bank shall receive pay for that day at the same rate he/she would have received had the requestor worked that day.

25.5 CATASTROPHIC LEAVE BANK COMMITTEE

- 25.5.1 The Catastrophic Leave Bank Committee shall consist of three (3) members appointed by the President of the Association.
- 25.5.2 The CLB Committee shall have the responsibility for approving or denying the requests in total or any portion thereof, and communicating its decision, in writing, to the requestors and the Business Office within ten (10) days of the CLB Committee's receipt of the request.
- 25.5.3 The Committee, in reviewing requests, shall consider the number of days requested, the number of individuals requesting withdrawals, and the status of the credits in the Bank.
- 25.5.4 All decisions of the CLB Committee are final and shall not be subject to appeal. However, an employee who has had a request to withdraw leave credits from the Bank denied may amend and resubmit the request one time.
- 25.5.5 All records and information obtained by the CLB Committee that relate to an individual employee's health, finance, family, or employment status shall be confidential and may not be discussed or divulged by a Committee member outside of formal meetings.
- 25.5.6 If the Bank does not have sufficient credits to meet the projected needs of the participants, a notice may be posted at each work site by the CLB Committee stating that the Catastrophic Leave Bank does not have sufficient credits to meet projected withdrawal requests, and those interested in contributing credits should do so as soon as possible, up to the stated limits.
- 25.5.7 If the Bank does not have sufficient credits to meet a withdrawal request, the CLB Committee is under no obligation to provide credits or leave days and the District is under no obligation to pay the requestor any funds whatsoever.
- 25.5.8 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank, if any, shall be returned to the then current (that fiscal year) donors to the Bank in a proportionate manner.

25.6 DISTRICT RESPONSIBILITIES

- 25.6.1 The District shall have the responsibility of receiving withdrawal requests and verifying the status of the requestors' sick leave, and communicating that information to the CLB committee.
- 25.6.2 Upon receipt of a written notice of intention to donate/contribute credits to the Catastrophic Leave Bank, which includes the number of days to be donated, a date, and the donator's signature, the District shall effectuate the transfer of credit from the donator to the Bank. The District shall send written confirmation to the donator and the CLB Committee that the transfer has taken place. The confirmation shall include the number of leave days remaining to the donator.
- 25.6.3 The District shall return the notice of donation, without making the transfer of credits, if any of the required information is omitted or if the number of credits to be donated causes the donator's remaining total days to fall below nine (9).
- 25.6.4 Upon receipt of a written request to withdraw credits from the Bank, the District shall provide an

accounting to the CLB Committee, of: 1) the sick leave days and any other paid time off the requestor may be entitled to as of the date of the request; 2) a current accounting of the balance of credits in the Bank.

- 25.6.5 Upon receipt of written instructions from the CLB Committee, the District shall debit the Bank and credit the requestor with additional days of sick leave.
- 25.6.6 If the combined use of sick leave and catastrophic leave exceeds the prior year's per teacher utilization of such leave, the District shall have the right to reopen negotiations at any time on any financial matters to recoup such increased costs.
- 25.6.7 If administrators choose to participate in this Bank, paragraph 25.5.1 shall be changed to reflect such participation.

ARTICLE XXVI
LOTTERY FUNDS

The District agrees that 10% of the lottery receipts will be allocated at the classroom level for expenditure to improve the learning of students--it may be expended at the discretion of the classroom teacher for field trips, classroom supplies and materials, and other items which directly support instruction with the approval of the site administrator and in accordance with established District proceedings.

ARTICLE XXVII
INSTRUCTIONAL SCHEDULING

- 27.1 All scheduling, other than the Reading Block, will be at the discretion of the teachers with the approval of the principal. The following will need to be taken into consideration in scheduling the different subject areas.
 - 27.1.1 Children will be instructed in groups in Reading, Language and Math to meet the needs of the students' instructional levels.
 - 27.1.2 Classroom aides will remain at their present morning schedules.
 - 27.1.3 Special Program mandates such as our Special Education and Bilingual Classrooms shall continue to meet the students' needs.
- 27.2 The daily minimum of instructional minutes will remain as is presently in Reading, Language and Math. Lesson plans should notate any occasional changes that may occur during any given week.
- 27.3 All other subject areas (Science, Health, Social Studies, P.E., Fine Arts) may be arranged to meet the daily or weekly minimum of instructional minutes.
- 27.4 If changes are made on the teacher's "regular" schedule, the principal will need to be notified.

REV. 3/96

ARTICLE XXVIII
ENRICHMENT PROGRAM/ EXTRA DUTY ASSIGNMENTS

- 28.1 Extra curricular activity instructors of programs such as dance, art, music and chess shall receive a stipend of \$500.00 per semester for 25 to 35 hours of service or a stipend of \$750.00 per semester for more than 35 hours of service.
- 28.2 All school site extra duty assignments shall be posted and rotated on an equitable basis, as per Article 15 and paid as set forth on Schedule CH.

Revised 11/07

ARTICLE XXIX
EFFECT OF AGREEMENT

29.1 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. During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, except as noted in Article 26.

29.2 Agreement – Supersede

This agreement shall supersede any rules, regulations, or practices of the employer which are contrary to or inconsistent with its terms.

29.3 Improvements in Benefits

Improvements in member benefits contained in this Agreement which are brought about by the amendment or addition or statutory mandated guarantees now provided in California law shall be incorporated into this Agreement.

29.4 Savings

If any provision of this Agreement or any application thereof to any member is held by a court of competent jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision but all other provisions or applications shall continue in full force and effect.

Rev. 3/96

ARTICLE XXX

SPECIALIZED HEALTH CARE PROCEDURES

- 30.1 It is the intent of the District to utilize trained non-bargaining unit personnel and bargaining unit personnel who have been trained or who volunteer to be trained to provide or conduct specialized health care procedures including, but not limited to, dispensing medication, catheterizations, crede, diapering, injections, ileostomies, colostomies, gastrostomies tracheotomy, suction, oxygen, gavage feeding and draining. Bargaining unit personnel may be utilized to provide these services under emergency situations.
- 30.1.1. An emergency shall include a life threatening or serious health condition that requires immediate implementation of a specialized health care procedure.
- 30.1.2 Each school site shall develop a designated health care plan for each student that requires specialized healthcare, which may be satisfied by the IEP, Behavior Plan, 504 alternative provider to insure that back-up providers are available when needed.
- 30.1.3 A pre-placement meeting shall take place at the local site with the employees who will be directly involved with a student who needs specialized health care services to discuss these implementations of the specialized health care procedures.

ARTICLE XXXI

DURATION

31.1.1 This Agreement shall remain in full force and effect until June 30, 2017.

ARTICLE XXXII
PEER ASSISTANCE AND PEER REVIEW (PAR)

Revised 5/11/00

The Mountain View Teachers Association (Association) and the Mountain View School District (District) strive to provide the highest possible quality of education to the students of Mountain View. Both parties agree that optimum student performance can be achieved only if there is a fully qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. Therefore, the parties agree to cooperate in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved staff development, peer assistance, and professional accountability.

Teachers recommended to the program are viewed as valuable professionals who are entitled to have resources available to them to enhance continuous performance improvement.

32.1 Peer Assistance and Review (PAR) Council:

- 32.1.1 All members of the PAR Council shall be trained with the Consulting Teacher in process and procedures.
- 32.1.2 The PAR Council shall consist of five (5) members. Members of the PAR Council will include the Association President or designee, two (2) members selected by the Association, the Assistant Superintendent of Personnel Services or designee, and one (1) other member appointed by the District. The PAR Council will establish the operational procedures of the Council, including the methods for the selection of a Chairperson.
- 32.1.3 The PAR Council shall establish its own meeting schedule. To meet, a simple majority of the members of the PAR Council shall be present. Such meetings shall take place during the regular teacher workday, in which event teachers who are members of the PAR Council shall be released from their regular duties without loss of pay. If, in carrying out their responsibilities as members of the Council, teachers find it necessary to work beyond their regular workday, they shall be compensated at the extra duty assignment hourly rate of pay.
- 32.1.4 The PAR Council shall be responsible for selecting Consulting Teachers (defined in Section D), evaluating Consulting Teachers and their documentation, and providing in-service training during the school year. Written confirmation of participation in the PAR program will be provided by the PAR Council to the participating teachers, referred teachers, Principals or immediate supervisors, and Consulting Teachers.
- 32.1.5 The PAR Council, either by consensus or majority vote, will adopt Guidelines for implementing the provisions of this Article. Said Guidelines will be consistent with the provisions of the Agreement

and the law, and to the extent that there is an inconsistency, the Agreement will prevail, and to the extent the agreement is inconsistent with the law, the law will prevail.

- 32.1.6 The PAR Council will assign the Consulting Teacher to a participating teacher. The participating teacher has the right to meet with the PAR Council to discuss the assignment of the Consulting Teacher within two weeks of notification.
- 32.1.7 It is intended that all documentation and information related to participation in the PAR Program be regarded as a personnel matter, and as such is subject to the personnel record exemption in Government Code 6250 et seq.
- 32.1.8 The PAR Council reviews the final report prepared by the Consulting Teacher and makes a recommendation(s) to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
- 32.1.9 The PAR Council is responsible for evaluating annually the impact of the PAR program in order to improve the program.

32.2 Participating Teachers (PT)

- 32.2.1. A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching. There are three (3) categories of Participating Teachers.

32.3 Beginning Teachers (BT) Participants

- 32.3.1 In order to help new unit members successfully begin their careers in the District, all newly hired unit members with less than two (2) full years of fully credentialed teaching experience will be required to participate in the PAR program. All unit members who possess a Preliminary credential, Intern credential, or emergency credentials are required to participate in the PAR Program.
- 32.3.2 The PAR Program for beginning unit members will be the Beginning Teacher Support and Assessment (BTSA) program.
- 32.3.3 All new unit members will be assigned a trained BTSA Support Provider (SP) or a Consulting Teacher from the PAR Program if the teacher is on a Needs Improvement Program. Guidelines for the BTSA Support Provider and Consulting Teacher will be developed and distributed by the PAR Council.

32.4 Experienced Teacher Participants (ET)

- 32.4.1 The purpose of participation in the PAR Program is to help correct job-related deficiencies and to assist the unit member in improving performance. Permanent unit members who exhibit serious job-related deficiencies, and have received a Needs Improvement rating by the Principal on Certificated Summary Evaluation Report, may be required to participate in the PAR Program as an intervention. Unit members retain the right to grieve the evaluation as prescribed by the contract.

- 32.4.2 The decision by the Principal to refer a permanent unit member to the PAR Program will not be subject to the grievance procedure.
- 32.4.3 The Consulting Teacher will continue to provide assistance to the Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a final report to the PAR Council. The Participating Teacher shall have the right to submit a written response to the final report. The Participating Teacher shall also have the right to request a meeting with the PAR Council and to be represented at this meeting should she/he not agree with the report.
- 32.4.4 The PAR Council will forward its final report including recommendations to the Governing Board.
- 32.4.5 The results of the Participating Teacher's participation in the PAR Program may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et seq.
- 32.5 Volunteer Teacher Participants (VT)
 - 32.5.1 A permanent member who seeks to improve his/her teaching performance may request the PAR Council to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance and the Consulting Teacher will play no role in the evaluation of the teacher performance of a Volunteer Teacher Participant. The VT may terminate his/her participation in the PAR Program at any time without a requirement to give a reason for said request.
 - 32.5.2 Unless requested by the VT, information obtained by the Consulting Teacher while working with the VT cannot be utilized in the evaluation process and/or as a basis for mandatory participation in the PAR Program.
- 32.6 Consulting Teachers (CT)
 - 32.6.1 A Consulting Teacher is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers will possess the following qualifications:
 - 32.6.1.1 At least four (4) years of recent experience in the District as a teacher.
 - 32.6.1.2 Demonstrated exemplary teaching ability.
 - 32.6.1.3 Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques and classroom management strategies necessary to meet the needs of pupils in different contexts.
 - 32.6.1.4 Ability to communicate effectively both orally and in writing.
 - 32.6.1.5 Ability to work cooperatively and effectively with others.
 - 32.6.1.6 A Consulting Teacher provides assistance to a Participating Teacher in improving instructional performance. This assistance will typically include:
 - 32.6.1.6.1 Setting and discussing performance goals with the Participating Teacher.

- Assist in developing an Individual Performance Plan (IPP)
- 32.6.1.6.2 Multiple observations of the Participating Teacher during periods of classroom instruction.
- 32.6.1.6.3 Meeting and consulting with the Principal or designee of a referred Participating Teacher (ET) only.
- 32.6.1.6.4 Demonstrating good practice to the Participating Teacher.
- 32.6.1.6.5 Using school district resources to assist the Participating Teacher.
- 32.6.1.6.6 Monitoring the progress of the Participating Teacher and maintaining a written record.
- 32.6.1.6.7 Making status reports to the PAR Council for a referred Participating Teacher (ET) only.
- 32.6.2 In order to fill a position of Consulting Teacher, a notice of vacancy will be posted at all sites and in the District Office. In addition to submitting an application form, each applicant is required to submit at least three references from individuals who have direct knowledge of the applicant's abilities to be a Consulting Teacher, one of which has to be an administrator.
- 32.6.3 Consulting Teachers shall be selected by a majority vote of the PAR Council after one or more representatives of the PAR Council have conducted a site visitation and a classroom observation of all final candidates.
- 32.6.4 Consulting Teachers will be trained to both offer peer assistance to understand the specific functions of the PAR Program. The Council will monitor and evaluate the effectiveness of the Consulting Teacher and will make decisions regarding their continuation in the program. The PAR Council may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher or other just cause. Prior to the effective date of such removal, the PAR Council will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.
- 32.6.5 Expenditures for the PAR Program shall not exceed revenues received from BTSA funds and funds made available through the passage of AB1X without mutual agreement of the parties.
- 32.6.6 The number of Consulting Teachers in any school year will be determined by the PAR Council based upon the participation in the PAR Program, the budget available and other relevant considerations. Models for Consulting Teachers include full-time, part-time, and job share.
- 32.6.7 The term of a full-time Consulting Teacher will be three (3) years. A Consulting Teacher may reapply after returning to the classroom for two (2) years.
- 32.6.8 In the event that a Consulting Teacher is required to work beyond the regular work year, he/she will receive hourly pay for all additional time pre-approved by the Assistant Superintendent, Personnel Services.

- 32.6.9 The PAR Program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher, and the Principal with respect to the process of peer assistance and review. Prior to working with a Participating Teacher, the Consulting Teacher will meet with the Principal or immediate supervisor to review and discuss the basis for referral to the PAR Program.
- 32.6.10 At the request of the Participating Teacher or the Consulting Teacher, the PAR Council may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.
- 32.7 The District agrees to indemnify and hold harmless the Association, any Association members on the PAR Council, and Consulting Teachers from any liability arising out of their participation in the PAR Program as provided in Education Code Section 44503, Subdivision © and Government Code Section 810 et seq.

ARTICLE XXXIII
ALTERNATIVE EDUCATION

- 33.1 Except as otherwise specifically indicated all Contract Articles will apply to unit members classified as Alternative Education teachers except Article V sections 5.1.4, 5.1.5, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.9, 5.3, 5.4, 5.5, 5.6, 5.7, Article 10, and Article 14.
- 33.2 Teachers assigned to the Alternative Education Program/Community Day School shall be compensated in accordance with the regular teachers' salary schedule, plus an additional 7.5%.
- 33.3 Alternative Education teachers shall be required to work a seven hour day, excluding a thirty (30) minute duty free lunch period. Professional duties outside of the seven hour work day include, but are not limited to, such areas as planning sessions, preparation of learning material, staff development sessions, District and building administrative sessions.
- 33.4 Alternative Education teachers shall be assigned 360 instructional minutes per day.
- 33.5 Two hundred and fifty minutes per week shall be designated as preparation time to be scheduled Monday through Friday prior to the start of the instructional day.
- 33.6 Teachers shall be provided one complete non-teaching day in November and one half day in February to conduct parent conferences.

ARTICLE XXXIV
SHARED TEACHING ASSIGNMENTS

34.1 Eligibility

- 34.1.1 Shared teaching assignments shall be available only to teachers who possess a clear credential and who have mutually agreed to work together. Teachers may submit their request for such an assignment to Personnel Services by April 1 of the preceding year.
- 34.1.2 Teachers requesting a shared assignment shall be informed of the status of their proposal by June 10. Acceptance of any proposal is at the discretion of the District.
- 34.1.3 The principal shall annually review the effectiveness of the shared teaching assignment and determine whether or not it may continue the following year. He/she shall notify the teachers of this decision on or before May 1 of each year.

34.2 Hours and Responsibilities

- 34.2.1 Both teachers will work the prorated share of the school days required of full-time teachers and will perform a proportionate share of adjunct duties based on their contract.
- 34.2.2 Both teachers shall meet with the principal before school opens to establish exact working days and meeting responsibilities. Although the teacher not on duty will not normally be required to attend staff meetings, both teachers shall attend parent conferences, open house, and back to school nights. Both teachers also are expected to attend the SBCP staff development in-service meetings and to work a full day on at least the first day of the first week of school.
- 34.2.3 Both teachers shall assume full responsibility for the class instructional program, including sharing and discussing materials from staff meetings and in-services. They will regularly meet to jointly develop lessons plans and ensure clear lines of communication with parents/guardians.
- 34.2.4 Personnel Services shall approve the teachers' working calendar before school opens.

34.3 Salary, Leaves and Absences

- 34.3.1 Each teacher will receive the proportionate share of his/her annual salary according to the individual's placement on the salary schedule and the number of days worked.
- 34.3.2 The employee and the District's contribution to the retirement system shall be prorated based on the number of days worked.
- 34.3.3 Whenever one of the teachers sharing an assignment is absent, the other teacher sharing the assignment shall make every reasonable effort to perform teaching substitute duties. For this service, his/her pay shall correspond with District substitute pay for day-to-day substituting. If an absence extends beyond two consecutive weeks; he/she shall receive his/her regular pay beginning with the first day of substitute service.
- 34.3.4 Sick leave and other leave benefits shall be prorated based on the number of days worked.

34.4 Health Plans

Contributions shall be prorated, based on the number of days or hours worked.

ARTICLE XXXV
RESTRUCTURING/SITE-BASED DECISION-MAKING/WAIVERS
AT PROGRAM IMPROVEMENT YEAR IV AND ABOVE SCHOOLS

- 35.1 There is a commitment on the part of the Association and Mountain View School District to support site-based decision making. The Association and the District agree to assist school sites in their efforts to make changes which will improve the education of the children in the Mountain View School District. Accordingly, this process will be facilitated through a Restructuring Advisory Committee (RAC).
- 35.1.1 Site-Based Decision-Making is a process through which the broad policy goals of the District are developed collaboratively and implemented at the site through investment, commitment, and shared responsibility of the stakeholders. Decision-making and accountability shall be at the local level closest to implementation. The goal of site-based decision-making is a joint planning and problem-solving process that seeks to improve the quality of working life and education.
- 35.2 To show commitment to the collaborative process, the RAC will be composed of equal numbers of Association members and District representatives. Responsibilities of the RAC include assisting the school site leadership team in the preparation of waiver requests and determining the procedure to be followed with all requests, except when related to the Collective Bargaining Agreements. Waiver may be in relation to the Collective Bargaining Agreement, School Board Policy, Education Code, Federal Law, other laws, regulations, and other agreements such as consent decrees. The RAC must pre-approve any requests arising under this Article.
- 35.3 If it is mutually agreed that a waiver of the Collective Bargaining Agreement is necessary in order to implement a Restructuring Plan, the following procedure shall be followed:
- 35.3.1 At least one week prior to the vote, all bargaining unit members shall be provided with a written explanation of the requested waiver including, but not limited to, the specific contract provision to be waived, the duration of the waiver, evaluation process, and the projected impact on staff, students, and the educational process.
- 35.3.2 A secret ballot shall be conducted by the Association.
- 35.3.3 Eighty percent (80%) of the vote of eligible Association members at the school site is necessary to waive any portion of the Collective Bargaining Agreement.
- 35.3.4 Completed waiver application shall be submitted to MVTA Executive Board and the Mountain View School District for final approval.
- 35.3.5 A majority of Association members casting ballots at a school site, voting by secret ballot, may rescind the waiver. The Association shall facilitate the vote.
- 35.3.6 Waivers that are the result of amendment to the Restructuring Plan shall follow the above procedure.
- 35.3.7 Based on implementation of restructuring recommendations, the parties agree that during the

month of May of each year of restructuring, the parties will review waivers of negotiated contract provisions as to the continuation of these waivers into the subsequent school year.

- 35.3.8 If the parties mutually agree to waive any specific contract provision to accommodate restructuring implementation and there exists a parallel or similar board policy section, the waiver shall be effective upon the Board of Education waiving that parallel or similar board policy section for the same period that the contract language is waived.

ARTICLE XXXVI
11-MONTH PAY CYCLE

- 36.1 Effective July 1, 2012, and continuing thereafter, all bargaining unit members previously paid in ten monthly pay periods shall be paid in eleven monthly pay periods per school year.
 - 36.1.1 The initial pay period under this Tentative Agreement shall be August 1-31, 2012, with payment to be made to the bargaining unit members on or before August 31, 2012.
- 36.2 Bargaining unit members shall be paid their regular compensation in eleven equal payments during each school year.
- 36.3 Voluntary payroll deductions for items such as health and welfare benefit premiums, voluntary savings contributions, and similar non-statutory purposes, will continue to be made on a schedule of ten months per year. The payroll processed in August of each year will not reflect these deductions.

OTHER AGREEMENTS

EQUITY ISSUES

The parties shall form a committee to study equity issues regarding the length of the workday. Recommendations shall be made to the bargaining team no later than March of 1998. The committee shall consist of four (4) Association members and up to four (4) administrators.

NO PUBLIC REPRIMAND

When imposing discipline or when giving reprimands, warnings, or criticism, confidentiality and privacy appropriate to the professional relationship shall be maintained.

APPENDIX A

Schedule: CT

MOUNTAIN VIEW SCHOOL DISTRICT EL MONTE, CA - LOS ANGELES COUNTY CERTIFICATED SALARY SCHEDULE

2016-2017

Based on 15-16 Salary Schedule

Effective July 1, 2016

Board Approved: 6/25/2015

| STEP | CLASS 1 | CLASS 2 | CLASS 3 | CLASS 4 | CLASS 5 |
|------|---------|---------|---------|------------------|----------------------------------|
| | BA | BA + 15 | BA + 30 | BA + 45 OR MA | BA + 60 INC. MA OR MA + 15 |
| 1 | 50,862 | 50,862 | 54,085 | 57,996 | 61,911 |
| 2 | 50,862 | 52,317 | 56,469 | 60,616 | 64,765 |
| 3 | 50,862 | 54,483 | 58,867 | 63,270 | 67,678 |
| 4 | 52,044 | 56,665 | 61,270 | 65,802 | 70,532 |
| 5 | 53,992 | 58,812 | 63,674 | 68,552 | 73,391 |
| 6 | 55,940 | 61,016 | 66,094 | 71,171 | 76,244 |
| 7 | 57,869 | 63,167 | 68,514 | 73,808 | 79,124 |
| 8 | | 65,344 | 70,898 | 76,447 | 81,979 |
| 9 | | 67,531 | 73,300 | 79,070 | 84,856 |
| 10 | | | 75,701 | 81,705 | 87,733 |
| 11 | | | 78,107 | 84,330 | 90,571 |
| 12 | | | | 86,986 | 93,468 |
| 13 | | | | 89,621 | 96,319 |
| 16 | | | | 92,243 | 99,177 |
| 19 | | | | 94,880 | 102,051 |
| 22 | | | | 97,504 | 104,909 |

COMMUNITY DAY SCHOOL + 7.5%

COUNSELORS & NURSES + 10 %

REQUIREMENTS FOR PLACEMENT ON THE SALARY SCHEDULE

- Class 1:** Teachers holding a California credential/permit valid for the grade or subject taught with a Bachelor's Degree will be placed on Class 1.
- Class 2:** Teachers holding a California credential/permit and a Bachelor's Degree plus 15 upper division or graduate units (semester hours) from an accredited institution taken after completion of the Bachelor's Degree requirements will be placed on Class 2. Upper division or graduate units taken concurrently while completing the Bachelor's Degree will not be allowed. The subject of Spanish* shall be excepted from the upper division or graduate requirement.
- Class 3:** Teachers holding a California credential/permit and a Bachelor's Degree plus 30 upper division or graduate units (semester hours) from an accredited institution taken after completion of the Bachelor's Degree requirements will be placed on Class 3. Upper division or graduate units taken concurrently while completing the Bachelor's Degree will not be allowed. The subject of Spanish* shall be excepted from the upper division or graduate requirement.
- Class 4:** Teachers holding a California credential/permit and a Bachelor's Degree plus 45 upper division or graduate units (semester hours) taken after completion of the Bachelor's Degree requirements or a Master's Degree will be placed on Class 4. Upper division or graduate units taken concurrently while completing the Bachelor's Degree will not be allowed. The subject of Spanish* shall be excepted from the upper division or graduate requirement.
- Class 5:** Teachers holding a California credential/permit, a Bachelor's Degree and 60 units of upper division or graduate work (semester hours) including a Master's Degree, or a Master's Degree plus 15 units of graduate work (semester hours) taken after completion of a Master's Degree will be placed on Class 5. Upper division or graduate units taken concurrently while completing the Bachelor's Degree will not be allowed. The subject of Spanish* shall be excepted from the upper division or graduate requirement.

* A limit of four (4) Spanish lower division units will be allowed.

GENERAL QUALIFICATIONS

1. Year-for-year credit for public school experience outside the District will be allowed. No credit for experience will be allowed for a fractional part of a year less than seventy-five percent (75%) of a school year.
2. Adjustments for class placement on the Salary Schedule will be made throughout the year. Credit will be effective on the first day of the month following the month that transcripts are received by the Personnel Office. Requests for adjustments must be followed by official transcripts.
3. A grade of "C" or better is required for all units accepted for a salary schedule adjustment.
4. After the 1971-72 school year, no staff member shall enter the blank area who has not already done so.
5. Personnel within the blank area shall continue to move as usual on the salary schedule. They will be permitted to progress at their own pace in and out of the blank area.

(Revised: 1/11/99, 4/20/05, 1/11/08)

**MOUNTAIN VIEW SCHOOL DISTRICT
EL MONTE, CA - LOS ANGELES COUNTY
Certificated Hourly Salary Schedule**

**2016 - 2017
Effective July 1, 2016**

| Schedule | Position | Hourly Rate |
|----------|---|-------------|
| CH-1 | Yard Duty/Detention | \$ 15.00 |
| CH-2 | Extra Duty Children Center Teacher | \$ 24.23 * |
| CH-3 | Extra Duty Head Start Teacher | \$ 25.51 * |
| CH-4 | Sub. Teaching During Prep. Period | \$ 23.00 |
| CH-5 | Extra Duty: <ul style="list-style-type: none"> • After School Tutoring • Saturday School • Attendance at Staff Development • In-service during Non-meeting days • Curriculum Development | \$ 40.67 * |
| CH-6 | Summer School Teacher | \$ 40.67 * |
| CH-7 | Home Teacher | \$ 40.67 * |
| CH-8 | Diagnostic Team Specialist | \$ 35.00 |
| CH-9 | Extra Duty Performed by a Substitute Teacher | \$ 23.00 |

ARTICLE XV - Section 15.5.1

- * "Each year these hourly rates shall be adjusted by the same percentage amount that the teacher's regular salary schedule was adjusted the prior school year."

The percentage increase for 2015-16 was 4%.

APPENDIX B

Schedule: PS

MOUNTAIN VIEW SCHOOL DISTRICT EL MONTE, CA - LOS ANGELES COUNTY PSYCHOLOGIST SALARY SCHEDULE

2016-2017

**Based on 15-16 Salary Schedule
10 months/197 duty days**

Effective July 1, 2016

Board Approved: 6/25/2015

| STEP | Column 4 BA + 45 Units | Column 5 BA + 60 Units Inc. MA or MA + 15 |
|-------------|-----------------------------------|--|
| 1 | 90,637 | 98,124 |
| 2 | 93,562 | 101,427 |
| 3 | 96,471 | 104,730 |
| 4 | 99,380 | 108,000 |
| 5 | 102,309 | 111,302 |
| 16 | 104,723 | 114,013 |
| 19 | 107,131 | 116,739 |
| 22 | 109,547 | 119,455 |

APPENDIX C

Schedule: CC

MOUNTAIN VIEW SCHOOL DISTRICT EL MONTE, CA - LOS ANGELES COUNTY CHILDREN CENTER CERTIFICATED SALARY SCHEDULE

2016-2017

**Based on 15-16 Salary Schedule
12 months/8 hours/246 Duty Days**

Effective July 1, 2016

Board Approved: 6/25/2015

| Step | Class 1 Child Dev Teacher Permit 24 Units ECE/CD | Class 2 Master Teacher (BA) | Class 3 Master Teacher BA + 15 Units | Class 4 Master Teacher BA + 30 Units |
|------|---|-----------------------------------|--|--|
| 1 | 47,690 | 49,071 | 50,560 | 52,077 |
| 2 | 49,946 | 51,329 | 53,105 | 54,699 |
| 3 | 52,294 | 53,612 | 55,343 | 57,004 |
| 4 | 54,485 | 55,891 | 56,835 | 58,540 |
| 5 | 56,768 | 58,173 | 59,663 | 61,453 |
| 6 | 60,430 | 61,924 | 63,303 | 65,202 |
| 7 | | 64,203 | 65,563 | 67,530 |

REGULATIONS

1. A maximum of two years of experience credit shall be allowed. No credit shall be allowed for parts of a year amounting to less than 75% of a year.
2. One step in the schedule shall be granted for each year of satisfactory service. A year of service is defined as 75% of a year or longer.
3. Adjustments for class placement on the Salary Schedule will be made throughout the year. Credit will be effective on the first day of the month following the month that transcripts are received by the Personnel Office. Requests for adjustments must be followed by official transcripts.
4. Assignment to the Childrens' Center is subject to funding.
5. Fifteen (15) upper division college or university semester units are needed for movement to Class 4. Upper division or graduate units taken concurrently while completing the Bachelor's Degree will not be allowed.

APPENDIX D

Schedule: HS

MOUNTAIN VIEW SCHOOL DISTRICT EL MONTE, CA - LOS ANGELES COUNTY HEAD START CERTIFICATED SALARY SCHEDULE

2016-2017

Based on 15-16 Salary Schedule
10 months/6.5 hours/186 Duty Days

Effective July 1, 2016

Board Approved: 6/25/2015

| Step | Class 1 Child Dev Teacher Permit 24 Units ECE/CD | Class 2 Master Teacher (BA) | Class 3 Master Teacher BA + 15 Units | Class 4 Master Teacher BA + 30 Units |
|---|---|-----------------------------------|--|--|
| 1 | 30,846 | 31,740 | 32,706 | 33,687 |
| 2 | 32,296 | 33,204 | 34,351 | 35,381 |
| 3 | 33,836 | 34,673 | 35,788 | 36,862 |
| 4 | 35,247 | 36,156 | 36,756 | 37,858 |
| 5 | 36,712 | 37,621 | 39,512 | 40,697 |
| 6 | 39,088 | 40,028 | 40,950 | 42,179 |
| 7 | | 41,507 | 42,404 | 43,676 |
| * Head Start Teacher/State Preschool Teacher II | | | | + 3% |
| * Head Start Teacher/State Preschool Teacher II - Program Facilitator | | | | + 8% |

REGULATIONS

1. A maximum of two years of experience credit shall be allowed. No credit shall be allowed for parts of a year amounting to less than 75% of a year.
2. One step in the schedule shall be granted for each year of satisfactory service. A year of service is defined as 75% of a year or longer.
3. Adjustments for class placement on the Salary Schedule will be made throughout the year. Credit will be effective on the first day of the month following the month that transcripts are received by the Personnel Office. Requests for adjustments must be followed by official transcripts.
4. Assignment to the Head Start Program is subject to funding.
5. Fifteen (15) upper division college or university semester units are needed for movement to Class 4. Upper division or graduate units taken concurrently while completing the Bachelor's Degree will not be allowed.

**MOUNTAIN VIEW SCHOOL DISTRICT
EL MONTE, CA - LOS ANGELES COUNTY
HEAD START CERTIFICATED SALARY SCHEDULE**

2016-2017

**Based on 15-16 Salary Schedule
10 months/8 hours/186 Duty Days**

Effective July 1, 2016

Board Approved: 6/25/2015

| Step | Class 1 Child Dev Teacher Permit 24 Units ECE/CD | Class 2 Master Teacher (BA) | Class 3 Master Teacher BA + 15 Units | Class 4 Master Teacher BA + 30 Units |
|---|---|-----------------------------------|--|--|
| 1 | 37,964 | 39,064 | 40,254 | 41,462 |
| 2 | 39,749 | 40,866 | 42,278 | 43,546 |
| 3 | 41,644 | 42,675 | 44,047 | 45,368 |
| 4 | 43,381 | 44,499 | 45,238 | 46,595 |
| 5 | 45,184 | 46,302 | 48,630 | 50,089 |
| 6 | 48,108 | 49,265 | 50,400 | 51,912 |
| 7 | | 51,086 | 52,189 | 53,755 |
| * Head Start Teacher/State Preschool Teacher II | | | | + 3% |
| * Head Start Teacher/State Preschool Teacher II - Program Facilitator | | | | + 8% |

REGULATIONS

1. A maximum of two years of experience credit shall be allowed. No credit shall be allowed for parts of a year amounting to less than 75% of a year.
2. One step in the schedule shall be granted for each year of satisfactory service. A year of service is defined as 75% of a year or longer.
3. Adjustments for class placement on the Salary Schedule will be made throughout the year. Credit will be effective on the first day of the month following the month that transcripts are received by the Personnel Office. Requests for adjustments must be followed by official transcripts.
4. Assignment to the Head Start Program is subject to funding.
5. Fifteen (15) upper division college or university semester units are needed for movement to Class 4. Upper division or graduate units taken concurrently while completing the Bachelor's Degree will not be allowed.

**MOUNTAIN VIEW SCHOOL DISTRICT
EL MONTE, CA - LOS ANGELES COUNTY
HEAD START CERTIFICATED SALARY SCHEDULE**

2016-2017

**Based on 15-16 Salary Schedule
12 months/8 hours/246 Duty Days**

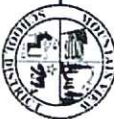
Effective July 1, 2016

Board Approved: 6/25/2015

| Step | Class 1 Child Dev Teacher Permit 24 Units ECE/CD | Class 2 Master Teacher (BA) | Class 3 Master Teacher BA + 15 Units | Class 4 Master Teacher BA + 30 Units |
|---|---|--|---|---|
| 1 | 50,211 | 51,666 | 53,240 | 54,837 |
| 2 | 52,571 | 54,051 | 55,914 | 57,592 |
| 3 | 55,078 | 56,439 | 58,255 | 60,003 |
| 4 | 57,373 | 58,852 | 59,831 | 61,626 |
| 5 | 59,758 | 61,239 | 64,320 | 66,249 |
| 6 | 63,627 | 65,157 | 66,659 | 68,659 |
| 7 | | 67,566 | 69,023 | 71,094 |
| * Head Start Teacher/State Preschool Teacher II | | | | + 3% |
| * Head Start Teacher/State Preschool Teacher II - Program Facilitator | | | | + 8% |

REGULATIONS

1. A maximum of two years of experience credit shall be allowed. No credit shall be allowed for parts of a year amounting to less than 75% of a year.
2. One step in the schedule shall be granted for each year of satisfactory service. A year of service is defined as 75% of a year or longer.
3. Adjustments for class placement on the Salary Schedule will be made throughout the year. Credit will be effective on the first day of the month following the month that transcripts are received by the Personnel Office. Requests for adjustments must be followed by official transcripts.
4. Assignment to the Head Start Program is subject to funding.
5. Fifteen (15) upper division college or university semester units are needed for movement to Class 4. Upper division or graduate units taken concurrently while completing Degree will not be allowed.



Mountain View School District - 2016 - 2017 K - 8 Teachers School Calendar

| | First Week | | | | | Second Week | | | | | Third Week | | | | | Fourth Week | | | | | Days Taught | Local or Legal Holiday | SGP or Student Free Day | Work Days | | | |
|--|------------|-----|-----|-----|-----|-------------|-----|-----|-----|-----|------------|-----|-----|-----|-----|-------------|------|-----|-----|-----|-------------|------------------------|-------------------------|-----------|-----|-----|-----|
| | Mon | Tue | Wed | Thu | Fri | Mon | Tue | Wed | Thu | Fri | Mon | Tue | Wed | Thu | Fri | Mon | Tue | Wed | Thu | Fri | | | | | Mon | Tue | Wed |
| First School Month Aug. 15 - Sept. 9 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | 31 | 1 | 2 | 5 | 6 | 7 | 8 | 9 | 14 | 1 | | | | | 18 |
| Second School Month Sept. 12 - Oct. 7 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | 30 | 3 | 4 | 5 | 6 | 7 | 20 | 0 | | | | | 20 |
| Third School Month Oct. 10 - Nov. 4 | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 | % | Nov. | 1 | 2 | 3 | 18 | 0 | | | | 20 | |
| Fourth School Month Nov. 7 - Dec. 2 | 7 | 8 | 9 | 10 | 11 | 14 | 15 | 16 | 17 | 18 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 | 1 | 2 | 14 | 4 | | | | 14 | |
| Fifth School Month Dec. 5 - Dec. 30 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | 30 | 15 | 2 | | | | 15 | |
| Sixth School Month Jan. 2 - Jan. 27 | 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 14 | 3 | | | | 14 | |
| Seventh School Month Jan. 30 - Feb. 24 | 30 | 31 | 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 18 | 2 | | | | 18 | |
| Eighth School Month Feb. 27 - March 24 | 27 | 28 | 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 20 | 0 | | | | 20 | |
| Ninth School Month March 27 - April 21 | 27 | 28 | 29 | 30 | 31 | 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 14 | 1 | | | | 14 | |
| Tenth School Month April 24 - May 19 | 24 | 25 | 26 | 27 | 28 | 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 20 | 0 | | | | 20 | |
| Eleventh School Month May 22 - June 16 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | 31 | 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 13 | 1 | | | | 14 | |

DISTRICT OFFICE CLOSED

- Sept. 5 Labor Day
- Nov. 11 Veteran's Day
- Nov. 23 Local Holiday
- Nov. 24 Thanksgiving Day
- Nov. 25 Local Holiday
- Dec. 26 Admissions Day
- Dec. 27 Christmas Day
- Jan. 2 New Year's Day
- Jan. 3 Local Holiday
- Jan. 16 Martin Luther King's Day
- Feb. 13 Lincoln's Birthday
- Feb. 20 Washington's Birthday
- April 14 Local Holiday
- May 29 Memorial Day

TOTAL NUMBER OF DAYS

- For Students: 180
- For Teachers: 187
- For New Teachers: 188

STARTING & ENDING DATES

- New Teachers' Start Date: August 15
- Teachers' Start Date: August 16
- Students Return: August 22
- School Ends: June 8
- Teachers' Last Work Day: June 9

KEY

- Local or Legal Holiday (Schools & District Closed)
- Student Free Day
- Modified Day K-6 Teachers
- Modified Day K-8 Teachers
- P Parent Conference - Student Free Day
- + End of Trimester
- T Teacher Start Day
- N New Teacher Start Day
- ** Student Start Day
- Teacher Last Work Day
- Student Last Day
- M/P Meeting/Prep Day
- % Staff Development Day/Student Free Day
- (August 16, August 18, October 31)

Totals

- 180
- 187
- 188

End of Trimester

- Nov. 18 (61 days)
- March 10 (62 days)
- June 8 (57 days)

Elementary Parent Teacher Conferencing

- October 10, 11, 12, February 7

Middle/Intermediate Parent Teacher Conferencing

- October 12, February 7

Student Report Cards

- Dec. 6
- March 28
- June 8

Board Approved: 5-7-15

The four modified days for Kern and Madrid will be determined at a later date.

* In lieu of working on August 19, experienced teachers have the option of working on August 15, in addition to August 16, 17, and 18 with the approval of the site administrator.



Mountain View School District 2016-2017 HEAD START SCHOOL CALENDAR

| | First Week | | | | | Second Week | | | | | Third Week | | | | | Fourth Week | | | | | Days Taught | Local or Legal Holiday | SICP or Student Free Day | Work Days |
|---|------------|-------|--------|------|------|-------------|-----|-----|-----|-----|------------|------|------|------|------|-------------|------|------|------|------|-------------|------------------------|--------------------------|------------|
| | Mon | Tue | Wed | Thu | Fri | Mon | Tue | Wed | Thu | Fri | Mon | Tue | Wed | Thu | Fri | Mon | Tue | Wed | Thu | Fri | | | | |
| First School Month Aug. 15 – Sept. 9 | Avg. 15 | T% 16 | M/P 17 | % 18 | 19 | * 22 | 23 | 24 | 25 | 26 | 29 | 30 | 31 | 1 | 2 | ● 5 | V 6 | 7 | 8 | 9 | 13 | 1 | 2 | 17 |
| Second School Month Sept. 12 – Oct. 7 | 12 | V 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | 30 | 3 | 4 | 5 | 6 | 7 | 19 | 0 | 0 | 20 |
| Third School Month Oct. 10 – Nov. 4 | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 | % 31 | 1 | 2 | 3 | 4 | 18 | 0 | 1 | 20 |
| Fourth School Month Nov. 7 – Dec. 2 | 7 | 8 | 9 | 10 | ● 11 | 14 | 15 | 16 | 17 | 18 | X 21 | X 22 | ● 23 | ● 24 | ● 25 | 28 | 29 | 30 | 1 | 2 | 14 | 4 | 2 | 14 |
| Fifth School Month Dec. 5 – Dec. 30 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | ● 26 | ● 27 | X 28 | X 29 | X 30 | 15 | 2 | 3 | 15 |
| Sixth School Month Jan. 2 – Jan. 27 | Jan. ● 2 | ● 3 | X 4 | X 5 | X 6 | 9 | 10 | 11 | 12 | 13 | ● 16 | ● 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 14 | 3 | 3 | 14 |
| Seventh School Month Jan. 30 – Feb. 24 | 30 | 31 | 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | ● 13 | 14 | 15 | 16 | 17 | ● 20 | 21 | 22 | 23 | 24 | 16 | 2 | 0 | 18 |
| Eighth School Month Feb. 27 – March 24 | 27 | 28 | 1 | 2 | 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 20 | 0 | 0 | 20 |
| Ninth School Month March 27 – April 21 | 27 | 28 | 29 | 30 | 31 | April 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | ● 14 | X 17 | X 18 | X 19 | X 20 | X 21 | 14 | 1 | 5 | 14 |
| Tenth School Month April 24 – May 19 | 24 | 25 | 26 | 27 | 28 | May 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 20 | 0 | 0 | 20 |
| Eleventh School Month May 22 – June 16 | 22 | 23 | 24 | 25 | 26 | ● 29 | 30 | 31 | 1 | 2 | 5 | 6 | ● 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 12 | 1 | 0 | 14 |
| Totals | | | | | | | | | | | | | | | | | | | | | 175 | 14 | 16 | 186 |

TOTAL NUMBER OF DAYS

For Students: 175
For Teachers: 186

STARTING & ENDING DATES

Teachers' Start Date: August 16
Students Return: August 22
School Ends: June 8
Teachers' Last Work Day: June 9

PARENT TEACHER CONFERENCE

For Students: 175

KEY

- Local or Legal Holiday (Schools & District Closed)
- X Student Free Day
- P Parent Conference – Student Free Day
- T Teacher Start Day
- N New Teacher Start Day
- * Student Start Day
- Teachers Last Work Day
- M/P Meeting/Prep Day
- % Staff Development Day/Student Free Day
- V Home Visit Day
- CV Class Visit Day

DISTRICT OFFICE CLOSED

- Sept. 5 Labor Day
- Nov. 11 Veteran's Day
- Nov. 23 Local Holiday
- Nov. 24 Thanksgiving Day
- Nov. 25 Local Holiday
- Dec. 26 Admissions Day
- Dec. 27 Christmas Day
- Jan. 2 New Year's Day
- Jan. 3 Local Holiday
- Jan. 16 Martin Luther King's Day
- Feb. 13 Lincoln's Birthday
- Feb. 20 Washington's Birthday
- April 14 Local Holiday
- May 29 Memorial Day



Board Approved: 5-7-15



Mountain View School District - 2016 - 2017 CHILDRENS CENTER SCHOOL CALENDAR

| | First Week | | | | | Second Week | | | | | Third Week | | | | | Fourth Week | | | | | Days Taught | Local or Legal Holiday | Staff Dev./ Student Free Day | Work Days |
|--------------------|------------|-----|-----|-----|--------|-------------|------|-----|-----|-----|------------|--------|-----|-----|-----|-------------|-----|--------|-----|-----|-------------|------------------------|------------------------------|------------|
| | Mon | Tue | Wed | Thu | Fri | Mon | Tue | Wed | Thu | Fri | Mon | Tue | Wed | Thu | Fri | Mon | Tue | Wed | Thu | Fri | | | | |
| July 1-22 | | | | | July 1 | 4 | *T 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 14 | 1 | 2 | 14 |
| July 25 - Aug. 19 | 25 | 26 | 27 | 28 | 29 | 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 20 | 0 | 0 | 20 |
| Aug. 22 - Sept. 16 | 22 | 23 | 24 | 25 | 26 | 29 | 30 | 31 | 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 1 | 0 | 19 |
| Sept. 19 - Oct. 14 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | 30 | 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | 14 | 20 | 0 | 0 | 20 |
| Oct. 17 - Nov. 11 | 17 | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 | % | Nov. 1 | 2 | 3 | 4 | 7 | 8 | 9 | 10 | 11 | 18 | 1 | 1 | 19 |
| Nov. 14 - Dec. 9 | 14 | 15 | 16 | 17 | 18 | X 21 | X 22 | 23 | 24 | 28 | 29 | 30 | 1 | 2 | 3 | 5 | 6 | 7 | 8 | 9 | 15 | 3 | 2 | 15 |
| Dec. 12 - Jan. 6 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 26 | 27 | 28 | 29 | 30 | Jan. 2 | 3 | 4 | 5 | 6 | 16 | 4 | 0 | 16 |
| Jan. 9 - Feb. 3 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 30 | 31 | Feb. 1 | 2 | 3 | 19 | 1 | 0 | 19 |
| Feb. 6 - March 3 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 1 | 2 | 3 | 18 | 2 | 0 | 18 |
| March 6 - 31 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | 31 | 20 | 0 | 0 | 20 |
| April 3 - 28 | April 3 | 4 | 5 | 6 | 7 | 10 | 11 | 12 | 13 | 14 | 17 | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 | 19 | 1 | 0 | 19 |
| May 1 - 26 | May 1 | 2 | 3 | 4 | 5 | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 20 | 0 | 0 | 20 |
| May 29 - June 23 | 29 | 30 | 31 | 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 19 | 1 | 0 | 19 |
| June 26-30 | 27 | 28 | 29 | 30 | M/P 31 | | | | | | | | | | | | | | | | 5 | 0 | 0 | 5 |
| Totals | | | | | | | | | | | | | | | | | | | | | 242 | 15 | 5 | 243 |

DISTRICT OFFICE CLOSED

July 4 Independence Day
 Sept. 5 Labor Day
 Nov. 11 Veteran's Day
 Nov. 23 Local Holiday
 Nov. 24 Thanksgiving Day
 Nov. 25 Local Holiday
 Dec. 26 Administrations Day
 Dec. 27 Christmas Day
 Jan. 2 New Year's Day
 Jan. 3 Local Holiday
 Jan. 16 Martin Luther King's Day
 Feb. 13 Lincoln's Birthday
 Feb. 20 Washington's Birthday
 April 14 Local Holiday
 May 29 Memorial Day

TOTAL NUMBER OF DAYS
 For Students: 242
 For Teachers: 243

STARTING & ENDING DATES
 Teachers' Start Date: July 5
 Students Return: July 5
 School Ends: June 30
 Teachers' Last Work Day: June 30

KEY
 ● Local or Legal Holiday (Schools & District Closed)
 X Student Free Day
 T Teacher Start Day
 N New Teacher Start Day
 * Student Start Day
 ○ Student Last Day
 □ Teacher Last Work Day
 M/P Meeting/Prep Day
 % Staff Development Day



Mountain View School District - 2017-2018 K - 8 Teachers School Calendar

| | First Week | | | | | Second Week | | | | | Third Week | | | | | Fourth Week | | | | | Days Taught | Local or Legal Holiday | SBCP or Student Free Day | Work Days |
|--|-------------------|----------|-----------|---------|---------|-------------------|-----|-----|-----|-----|-----------------------|-----|-----|-----|-----|-------------|-----|-----|-----|-----|-------------|------------------------|--------------------------|-----------|
| | Mon | Tue | Wed | Thu | Fri | Mon | Tue | Wed | Thu | Fri | Mon | Tue | Wed | Thu | Fri | Mon | Tue | Wed | Thu | Fri | | | | |
| First School Month Aug. 15 - Sept. 8 | Avg. N 14 | T% 15 | M/P 16 | % 17 | * 18 | ** 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 | 31 | 1 | 4 | 5 | 6 | 7 | 8 | 14 | 1 | 2 | 18 |
| Second School Month Sept. 11 - Oct. 6 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | 2 | 3 | 4 | 5 | 6 | 20 | 0 | 0 | 20 |
| Third School Month Oct. 9 - Nov. 3 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 23 | 24 | 25 | 26 | 27 | 30 | 31 | 1 | 2 | 3 | 18 | 0 | 2 | 20 |
| Fourth School Month Nov. 6 - Dec. 1 | 6 | 7 | 8 | 9 | 10 | 13 | 14 | 15 | 16 | 17 | 20 | 21 | 22 | 23 | 24 | 27 | 28 | 29 | 30 | 1 | 14 | 4 | 2 | 14 |
| Fifth School Month Dec. 4 - Dec. 29 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 18 | 19 | 20 | 21 | 22 | 25 | 26 | 27 | 28 | 29 | 15 | 2 | 3 | 15 |
| Sixth School Month Jan. 1 - Jan. 26 | Jan. 1 1 | 2 | X | X | X | 8 | 9 | 10 | 11 | 12 | 15 | 16 | 17 | 18 | 19 | 22 | 23 | 24 | 25 | 26 | 14 | 3 | 3 | 14 |
| Seventh School Month Jan. 29 - Feb. 23 | 29 | 30 | 31 | 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 18 | 2 | 0 | 18 |
| Eighth School Month Feb. 26 - March 23 | 26 | 27 | 28 | 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 | 19 | 20 | 21 | 22 | 23 | 20 | 0 | 0 | 20 |
| Ninth School Month March 26 - April 20 | 26 | 27 | 28 | 29 | 30 | 2 | 3 | 4 | 5 | 6 | 9 | 10 | 11 | 12 | 13 | 16 | 17 | 18 | 19 | 20 | 14 | 1 | 5 | 14 |
| Tenth School Month April 23 - May 18 | 23 | 24 | 25 | 26 | 27 | 30 | 1 | 2 | 3 | 4 | 7 | 8 | 9 | 10 | 11 | 14 | 15 | 16 | 17 | 18 | 20 | 0 | 0 | 20 |
| Eleventh School Month May 21 - June 15 | 21 | 22 | 23 | 24 | 25 | 28 | 29 | 30 | 31 | 1 | 4 | 5 | 6 | 7 | 8 | 11 | 12 | 13 | 14 | 15 | 13 | 1 | 0 | 14 |
| TOTAL NUMBER OF DAYS | For Students: 180 | | | | | For Teachers: 187 | | | | | For New Teachers: 188 | | | | | | | | | | 180 | 14 | 17 | 187 |

DISTRICT OFFICE CLOSED

- Sept. 4 Labor Day
- Nov. 10 Veteran's Day
- Nov. 22 Local Holiday
- Nov. 23 Thanksgiving Day
- Nov. 24 Local Holiday
- Dec. 25 Admissions Day
- Dec. 26 Christmas Day
- Jan. 1 New Year's Day
- Jan. 2 Local Holiday
- Jan. 15 Martin Luther King's Day
- Feb. 12 Lincoln's Birthday
- Feb. 19 Washington's Birthday
- April 13 Local Holiday
- May 28 Memorial Day

KEY

- Local or Legal Holiday (Schools & District Closed)
- X Student Free Day
- Modified Day K-6 Teachers
- Modified Day K-8 Teachers
- Parent Conference - Student Free Day
- End of Trimester
- Teacher Start Day
- New Teacher Start Day
- Student Start Day
- Teacher Last Work Day
- Student Last Day
- Meeting/Prep Day
- Staff Development Day/Student Free Day
- August 15, August 17, November 1

STARTING & ENDING DATES

- New Teachers' Start Date: August 14
- Teachers' Return: August 21
- Students Return: August 21
- School Ends: June 7
- Teachers' Last Work Day: June 8

STUDENT REPORT CARDS

- End of Trimester
- Nov. 17 (61 days)
- March 9 (62 days)
- June 7 (57 days)
- Elementary Parent Teacher Conferencing
- October 9, 10, 11, February 6
- Middle/Junior High Parent Teacher Conferencing
- October 11, February 6

APPENDIX F

The District shall implement a modified day at a school site when such site hold a Back to School Night or an Open House Night.

The four modified days for Kranz and Madrid will be determined at a later date.

*In lieu of working on August 18, experienced teachers have the option of working on August 14, in addition to August 15, 16, and 17 with the approval of the site administrator.

Board Approved: 4-14-16