

**Tentative Agreement
between
District Teachers' Association and
Mountain View-Los Altos Union High School District**

The parties have reached the following tentative agreement over a successor collective agreement. The terms of the existing collective agreement will continue without change except for the revisions, additions, or modifications described in the tentative agreement. The negotiating parties will recommend this tentative agreement to their respective authorizing bodies.

For the DTA David A. Campbell

For the District Leyla E. Benson

Date

Date

**Article 3 - Section 1 - Workdays
Calendar, Bell Schedule, Special Schedules**

- CALENDAR spreadsheet with schedules and calendar
 - *WS doc that has teacher info for the calendar ** Need updating*
 - *WS doc with special schedules ** Need updating*

Article 7 - Hours of Employment

Article 7 Updates & Additions

APPENDIX D removed and part time employment clarifications added to article 7

**Article 4.8.1.1 - Department Coordinators
Coordinator**

Article 4.3.4 - Agency Fee removed
2.5 new addition to contract

Mountain View Los Altos High School District

2023 - 24 School Year Calendar - 182 Days | 186 Teacher Days

Jul-23						
S	M	T	W	T	F	S
						1
2	3	H	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug-23						
S	M	T	W	T	F	S
		1	2	3	4	5
6	PD	TW	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Sep-23						
S	M	T	W	T	F	S
						1 2
3	H	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	1/2 PD	1/2 TW	28	29	30

Oct-23						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	R	R	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Nov-23						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	H	11
12	13	14	15	16	17	18
19	R	R	R	H	H	25
26	27	28	29	30		

Dec - 1						
S	M	T	W	T	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	R	23
24	H	H	H	H	H	30
31						

August: 17 days	
8/3-8/4	New Teachers Start
Aug. 7-8	Teacher Service Days
8/9	First day of school for students
8/24	LAHS and MVHS Back-to-School Night
8/31	Alta Vista Back-to-School Night

September: 20 days	
Sept. 5	Labor Day
Sept. 8	Progress Report Q1
Sept. 14 & 15	MVHS Half Day + Homecoming Mini Day
Sept. 15	MVHS Homecoming
Sep. 26 & 27	PD / TW Half Days

October: 20 days	
Oct. 11	END OF 1ST QUARTER
Oct. 12-13	Recess Days
Oct. 26 & 27	LAHS Half Day + Homecoming Mini Day
Oct. 27	LAHS Homecoming

November: 16 days	
Nov. 9	Progress Report Q2
Nov. 10	Veteran's Day Observed (holiday)
Nov. 20-22	Recess
Nov. 23-24	Thanksgiving Day & Day After (holiday)

December: 15 days	
Dec. 19-21	Finals
Dec. 21	END OF 1ST SEMESTER
Dec. 22-Jan. 5	Holiday Break & Recess

January: 15 days	
Jan. 8-9	Teacher Service Day
Jan. 10	Students Return
Jan. 15	Martin Luther King, Jr. Day

February: 16 days	
Feb. 9	Progress Report Q3
Feb 12	
Feb. 13-14	Half Day + Grading Day Placeholder
Feb. 19-23	Washington & Lincoln Day + Winter Break

March: 20 days	
Mar. 22	END OF 3RD QUARTER
Mar. 25	Recess Day
Mar. 19-20	Half Day + Grading Day Placeholder
March 28-29	SBAC - Placeholder

April: 17 days	
April 8-12	Spring Recess
April 16-19	SBAC
April 30 / May 1	Half Day + Grading Day Placeholder

May: 22 days	
May 3	Progress Reports Q4
May 21-22	Half Day
May 27	Memorial Day

June: 4 days	
June 4-6	Finals
June 6	END OF 2ND SEMESTER
June 6	Seniors Graduate

Jan-24						
S	M	T	W	T	F	S
	H	H	H	R	R	6
7	PD	TW	10	11	12	13
14	H	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Feb-24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	1/2 PD	1/2 TW	15	16	17
18	H	H	R	R	R	24
25	26	27	28	29		

Mar-24						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	1/2 PD	1/2 TW	21	22	23
24	R	26	27	28	29	30
31						

Apr-24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	R	R	R	R	R	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	1/2 PD				

May-24						
S	M	T	W	T	F	S
			1/2 TW	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	H	28	29	30	31	

Jun-24						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	H	20	21	22
23	24	25	26	27	28	29
30						

2023-2034 Bell Schedule

Compliant Bell Schedule			
ALL (A)			Passing
1	8:30-9:20	50	
2	9:27-10:17	50	7
<i>Brunch</i>	<i>10:17-10:25</i>		
3	10:32-11:22	50	7
4	11:29-12:19	50	7
<i>Lunch</i>	<i>12:19-12:54</i>		
5	1:01-1:51	50	7
6	1:58-2:48	50	7
7	2:55-3:45	50	7
	392	350	42

ODD (B)			Passing
1	8:30-10:00	90	
<i>Brunch</i>	<i>10:00-10:08</i>		
3	10:15-11:45	90	7
<i>Lunch</i>	<i>11:45-12:25</i>		
5	12:32-2:02	90	7
7	2:09-3:39	90	7
	381	360	21

EVEN+Tutorial (C)			Passing
2	8:30-10:00	90	
Tutorial+Announcements	10:07-11:00	53	7
<i>Brunch</i>	<i>11:00-11:08</i>		
4	11:15-12:45	90	7
<i>Lunch</i>	<i>12:45-1:25</i>		
6	1:32-3:02	90	7
	344	323	21

2023-24 (182 School Days)											
MONTH	# A DAYS	A Minutes (392 min)	# B DAYS	B Minutes (381 min)	# C DAYS	C Minutes (344 min)	# Special DAYS	Schedule	Special DAYS Minutes	TOTAL Monthly Minutes	TOTAL Days/Month
		392		381		344					
August	5	1960	6	2286	5	1720	1	8/14 Schedule Rally (393)	393	6369	17
September	3	1176	7	2667	8	2752	2	9/28 Schedule PD (261) 9/27 Schedule TW (244)	505	7166	26

ARTICLE 7

HOURS OF EMPLOYMENT

7.1 Workday

Regardless of the unit member's teaching assignment, all Full Time unit members will be at their duty stations at 8 a.m. each work day until the last scheduled bell of that day. The duty station is defined as a classroom or work station as designated by the principal or designee. Included in the workday is a duty-free brunch, lunch, and preparation periods except as modified in 7.2 below.

7.1.1 Half-Day Professional Development & Half-Day Teacher Work Time

- There are several paired half days throughout the school year calendar. One half day is for Professional Development and one half-day for Teacher Work Time.
 - Members will attend and participate in Professional Development.
 - The professional development workday will end at the regularly scheduled time for that day (i.e., a Monday "A" schedule ends at 3:45, a Tuesday "B" schedule ends at 3:39 p.m., and a Wednesday "C" schedule ends at 3:02 p.m.).
 - It is expected that unit members attend and participate in PD time. The District has allowed for teacher discretion on the Teacher Work Day. Whenever possible, appointments and other non-emergency absences should be scheduled on other days.
 - Teachers have discretion on the designated half-day Teacher Work Day and may complete their work off-campus after the last period of the day.
 - In accordance with section 7.5 below, if teachers choose to leave campus during Teacher Work Time they must check out with the principal or designee.

7.2 Adjunct Duty

Management may assign a unit member adjunct duty, which will be used for meetings, and supervision of extracurricular activities that extend beyond the workday. Unit members working less than .50 FTE may be required to complete up to two adjunct duty assignments per year. Unit members working from .50 to 1.00 FTE may be required to complete up to four (4) adjunct duty assignments per year. The determination of the need to assign teachers to any activity is at the sole discretion of the site administration. Non-voluntary assignment to such extracurricular activities on Saturdays or the day before an extended weekend shall be limited to one (1) per school year per unit member. No unit member shall be assigned non-voluntary adjunct duty on Sunday or legal/school holidays. The school administration will attempt to equalize assignments among unit members. The process for assigning adjunct duty is outlined in Appendix I of the agreement.

a specific teacher, parents will be encouraged to attend Back to School Night or other larger school events or refer to printed material on the website.

Compensation for these conferences is only available for classroom teachers who conduct parent-teacher conferences outside of teacher work hours. Other unit members are not eligible.

7.4.2.2 *Scheduling of One-to-One Parent-Teacher Conferences*

A one-to-one conference may be scheduled in person, or when appropriate by telephone digital conference (e.g. Zoom). Teachers are encouraged to schedule the one-to-one conference during the teacher workday. If a conference needs to be scheduled outside of the teacher workday in order to meet the scheduling needs of the parent/guardian, the teacher may schedule the conference and receive compensation. The conference must be at least 20 minutes in length in order to be eligible for compensation.

7.4.2.3 *Pay for One-to-One Parent-Teacher Conferences Outside the Regular Work Day*

Unit members will be compensated at the rate of \$120 for each one-to-one conference of an expected duration of 20-30 minutes that is scheduled outside the regular teacher workday. This pay shall be limited to 20 scheduled conferences per school year, excluding conferences initiated by a teacher under subsection 7.4.2.4 below. Teachers will complete a standard timesheet at the end of each month for time spent in parent teacher conferences.

7.4.2.4 *Teacher Initiated Conferences with Parents*

Unit members may request and schedule conferences whenever the teacher believes that direct communication is needed to inform a parent/guardian of academic and/or social-emotional concerns, or when the classroom teacher is required by law to communicate. The parties will support and encourage these teacher-initiated parent conferences. Teacher initiated one-to-one conferences are not included within the pay limits of 7.4.2.3 above, nor do teacher-initiated conferences count toward the limit on the number of one-to-one conferences outside the work day in 7.4.2.2 above. Teachers will be compensated at the same rate of \$120 for each teacher initiated conference that is held outside the regular workday. Teachers will complete a standard timesheet at the end of each month for time spent in parent teacher

one day and 1 during the other block day.

For District designated "All-Staff Days", all Association Members are required to be in attendance for the entire day.

- Examples of All-Staff Days are: District Kick-Off, New Hire training (new hires only), Professional Development Days (both half days and full days), Disaster Drill Days, Fire Drill Days.

In order to recognize the additional time these teachers will be spending on campus, the following stipends will be given to part-time teachers.

FTE	Stipend*
.8 FTE	\$625*
.6 FTE	\$1250*
.4 FTE	\$1,875*
.2 FTE	\$2,500*

*Please note that the stipend is the total amount for attending all events, and is not an amount per event. For example, if a .4 FTE teacher attends all the events, they will receive a stipend of \$1,875 total. If they attend all but one, they will receive a pro rata amount of the total stipend for their FTE.

In order to receive compensation for the days worked, at any time after the last required day, and up until June 1st of that school year, members should print an absence summary from Frontline and submit it to their site principal under penalty of perjury. Compensation will be processed at the latest during the summer pay period of mid July.

7.8 Special Assignments

Librarians, counselors, WEEP coordinators, psychologist, and other full-time unit members on special assignment shall have the same work hours and a lunch and brunch period equivalent to that of other bargaining unit members.

7.8.1 Co-Teaching

Co-Teaching is a widely accepted model allowing for students with subject specific minutes in IEPs to have proper access to general education classrooms with appropriate educational supports in place (inclusion). In order that Co-Teaching be properly implemented, the following agreements have been made:

7.8.1.1 Common preparation periods for involved teachers -

committee convenes.

APPENDIX D



MOUNTAIN VIEW LOS ALTOS HIGH
SCHOOL DISTRICT

1299 Bryant Avenue,
Mountain View, CA 94040

DATE: _____ November 14, 2006

TO: _____ Part-time

Certificated Staff

FROM:

Steve Hope

SUBJECT: _____ Time

Commitment Guidelines

In order to provide the level of service expected by our community and to realize our school-wide goals, the following establishes the time commitment expectations for part-time certificated staff:

The rationales for viewing the block days as a two-day total requiring presence on both days are as follows:

1. ~~Parents and students need access to teachers five days a week.~~
2. ~~Our collegial/collaborative approaches to teaching require continual discussion with other staff members.~~
3. ~~Equity of working conditions for all employees.~~
4. ~~District psychologists serving part time may serve each day they report as if they were a full-time employee and fewer days per week commensurate with their part time status (e.g. .80 FTE reports for full-time day 4 days per week).~~

By contract, a full-time certificated person is to report at least 15 minutes before first period and remain until at least 5 minutes after the last period of the day. With currently adopted 0-6 or 1-7 period class schedules and a duty-free lunch and brunch, this is a 6.75-hour day. The part-time person is responsible for a pro-rata share of the 6.75-hour day as follows:

Percent of Contract	Periods	Clock Hours	Minutes	Block Day Commitment		
				Day 1	Day 2	2-Day Total
20	1.4	1.3	84	94	74	162
40	2.8	2.7	162	182	142	324

4.8.1

Department coordinators will be selected at each school. The Personnel Department will post a Department Coordinator vacancy 10 days before the closing date. The announcement will indicate requirements along with the application process and deadlines.

The principal shall appoint department coordinators as noted above and in section 4.8.2 only after consideration of input from department members. Such input will be provided by a departmental representative. Each department may select a representative to provide this input. In absence of the departmental selection of a representative, the DTA will select a representative to gather input from department members and provide it to the principal. Before providing input, department members shall review the job description for Department Coordinator.

The assignment of Department Coordinators generally will be for three (3) school years, however, an individual may be replaced as the Department Coordinator at the discretion of the principal. An individual unit member shall be limited to two consecutive three year assignments.

- In the event that a department coordinator is not selected by the principal, a one year waiver of the term limit can be applied.
- Within the first 2.5 years of a coordinator's assignment, the term will reset and the new coordinator will begin serving their own (3) three year term. If less than ½ of a year term is remaining, that term will not count toward the (3) year total.

The Athletic Director shall receive four (4) periods daily of release time.

4.8.1.1 Departmental designations

Art
AVID
Counseling
English
English Language Development (ELD)
World Language
Math
Physical Education (PE)
Science
Social Science
Special Education
Career Technical Education (CTE)
Performing Arts (Music, Dance & Drama)
Visual and Performing Arts (*Combined as of 2024-2025 with consultation stipend during transition in 2024-2025*)

4.8.1.2 Departments are provided with one period of release time except for counseling coordinators who will receive a 0.1 FTE additional compensation for coordinator duties.

4.3.4 Agency Fee

~~THIS ARTICLE (4.3.4) IS UNDER CONSTRUCTION~~

~~Any unit member who is not a member of the Association, or who does not specifically opt out of membership in writing to the Association President within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the Bargaining Unit, or within thirty (30) days of the anniversary date of their signed commitment to maintain dues card, shall become a member of the Association, with unified membership dues payable to the Association in one (1) lump cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 4.3.3 above. 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 4.3.3 above, the Association shall so inform the district, and the district shall immediately begin automatic payroll deduction as provided in Education Code 45061 and in the same manner as set forth in Section 4.3.3 of this Article.~~

Original Text before JANUS follows:

~~Any unit member who is not a member of the Association, or who does not make application for~~
~~_____ membership within thirty (30) days of the effective date of this Agreement, or 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 and initiation fees, payable to the Association in one (1) lump cash~~
~~_____ payment in the same manner as required for the payment of membership dues, provided,~~
~~_____ however, that the unit member may authorize payroll deduction for such fee in the same manner~~
~~_____ as provided in Section 4.3.3 above. 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 4.3.3 above, the Association shall so inform the district, and the district shall~~
~~_____ immediately begin automatic payroll deduction as provided in Education Code 45061 and in the~~
~~_____ same manner as set forth in Section 4.3.3 of this Article.~~

4.3.5 Exemptions

~~_____ A unit member shall not be required to join or financially support the Association as a condition of employment.~~

4.3.6 Rebate

2.5 New Bargaining Unit Member Information

2.5.1.1 a) The District shall provide DTA with information pertaining to newly hired employees in the bargaining unit within thirty (30) days of the hire date:

*Pursuant to Government Code section 6254.3(c) or as otherwise provided by law, the District is not obligated to provide this information for employees who have submitted written requests prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address.

This information shall be provided to DTA regardless of whether the newly hired employee was previously employed by the District.

b) Periodic Update of Contact Information: The District shall provide DTA with information pertaining to all employees in the

2.5.2 New Bargaining Unit Member Orientation for Employees Starting After the Beginning of the School Year

2.2.1 The District shall inform new employees of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

2.5.2.2 The District shall notify the DTA President, or designee, via email no fewer than 10 days in advance of when such orientation/onboarding meetings are scheduled with the new employees, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that were not reasonably foreseeable.

2.5.2.3 New Employee Orientations: In the event the District conducts orientations with new employees after the beginning of the school year, the Association shall have up to forty-five (45) minutes of exclusive presentation time during the orientation session. Administration shall not be present during Association time, unless

2.5.2.4 The Association is entitled to invite California Teachers Association

New Staff Orientation Day held prior to the start of the school year and may request access to District audio/visual equipment for Association presentations.

2.5.4 Dues Deduction

2.4.1 The right of payroll deduction for payment of membership dues, initiation fees and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited.

2.5.4.2 Pursuant to valid dues deduction authorization as communicated by the Association to the District, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for eleven (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payment by the end of the school year.

2.5.4.3 With respect to all sums deducted by the District pursuant to sections §2.5.4.1 and §2.5.4.2 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including their names, addresses, work locations, employee number and amount deducted, for whom such deductions have been made.

2.5.5 Hold Harmless

2.5.5.1 The Association shall indemnify, defend, and hold harmless the District, against any court action and/or administrative action before Public Employment Relations Board challenging the legality of constitutionality of this Article, per Education Code 45060 (e), (f).

2.5.5.2 The Parties shall negotiate in order to determine whether any such action or proceeding referred to in §2.5.5.1 shall or shall not be compromised, resisted, defended, tried or appealed in the event the defense and indemnity in §2.5.5.1 above is accepted.