

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

The below listed parties have reached the following tentative agreement over the successor collective agreement's terms and conditions. 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.

David A. Campbell  
For the DTA, David. A. Campbell

Leyla Benson  
For the District, Leyla E. Benson

5-7-2025  
Date

5-7-2025  
Date

**1. Total Compensation**

Salary Schedule Increase effective January 1, 2025 .....4.0%

Degree stipends and salary will be included in the 4% effective January 1, 2025.

All stipends listed on the EPED salary schedule will have a 4% increase applied effective July 1, 2025

All other DTA indexed rates of pay (CI rate, prep coverage rate, part time stipend, etc) will be increased by 4% effective July 1, 2025.

Parties agree to consider a facilitated process in 2025- 2026 in order to identify Fair Share model for future use in relation to future compensation negotiations.

The above salary schedule increase for 2024-2025 shall not waive the right of the DTA to negotiate an agreement on an additional salary schedule increase for 2024- 2025. Such negotiations shall include both the "Look Back" process and the regular salary negotiations for 2024- 2025.

**BUDGETARY "LOOK-BACK" PROVISION**

During the negotiations leading to the overall compensation increase for 2024-2025 the parties reviewed the projections contained in the District's budget as those projections related to the District's ability to pay overall compensation increases. The "look-back" process allows the negotiating parties to compare the budgetary projections at the time of settlement with the

actual figures at the end of the fiscal year. This exercise allows the parties to compare any major differences between the projected and actual figures, and allows the parties to use that new information for either adjusting compensation, or to apply that information to the successor wage negotiations. Variances in the projected versus the actual numbers will not require nor assume additional compensation.

(a) The negotiating parties reserve the right to improve the compensation for the 2024-2025 school year, even if agreement on the amount of the increase, if any, is reached after July 1, 2025.

(b) The District agrees to clearly mark in the undesignated ending balance in the 2024-2025 budget money not spent in the 2024 -2025 due to unrestricted, undesignated carryover, to unanticipated increased property taxes or to savings realized through spending reductions. Prior to expending these funds, the District agrees to consult with the Association. During negotiations in 2025-2026 any undesignated funds may be considered for additional compensation. In addition, the District will provide DTA a separate comparison of the projections versus the actuals for: local property tax revenue; all reserve accounts; annual general expenditures; and ending balances. The District will provide a brief written explanation for any major variances.

## **2. [7.8](#): Special Assignments**

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### **7.8.2 Non-classroom assignments**

Bargaining unit members with non-classroom assignments shall have a duty free lunch and brunch period, equivalent to that of other bargaining unit members. These assignments will adhere to contractual work hours unless otherwise decided and agreed upon through consultation as described in 7.8.2.I.f below:

- Non-classroom assignments include, but are not limited to: Librarians, Counselors, School Psychologists, credentialed Speech and Language Pathologists, and Athletic Directors.

#### **Teachers On Special Assignments (TOSAs):**

Non-classroom assignments may also include full-time or part-time assignments for bargaining unit members called “Teacher on Special Assignments” (TOSAs). TOSAs include, but are not limited to: Instructional Support Team, WASC Coordinators, and mentors.

Any position involving release time, other than those specifically set forth in this contract (such as [4.8 Department Coordinators](#)), shall be subject to the terms of this section. Assignments are to be non-management positions for which an administrative credential is not required. While mentoring may be a portion of some such assignments, administrative duties including, but not limited to, supervision and evaluation of DTA members, is excluded.

The following provisions apply to TOSAs:

I. Consultation

In addition to mandatory subjects that require bargaining, the District will consult with the Association President regarding new TOSA positions or changing TOSA assignments. The President will have ten working days to provide input to the District. Consultation will include:

- a. a specific statement of the anticipated duties, to ensure the assignment is addressing an identified need,
- b. anticipated length of need and goals for the position,
- c. the time commitment (% FTE),
- d. work site(s) location(s),
- e. identification of the supervisor to whom the member will report,
- f. site time, work days, and compensation for work days, required beyond the contractual work year,
- g. any specific experience or qualifications required, and
- h. in the event that an external and internal candidate are deemed to be equal, preference shall be given to existing unit members.

II. Selection - TOSA assignments may be filled by internal or external candidates.

III. Right of Return - A bargaining unit employee returning to a site after consecutive years in a TOSA position shall be assigned at the discretion of the District with seniority intact.

**3. Appendix F: FOOTHILL COLLEGE PARTNERSHIP / COMMUNITY COLLEGE PARTNERSHIP PROGRAM**

**APPENDIX F**

**COMMUNITY COLLEGE PARTNERSHIP PROGRAM**

The Mountain View-Los Altos Union High School District has a partnership agreement with community colleges as a means to enhance educational options for District students. The goal of the partnership program is to provide an opportunity to extend and enrich course offerings. These dual enrollment courses are either intentionally created for Dual Enrollment or the District is designating an existing course as Dual Enrollment. These courses offer the opportunity for District students to earn both District and college credits for courses offered at a District campus.

These course offerings fall into three distinct categories:

(1) courses that are taught by college instructors under the terms and conditions established by the college. Courses in this category may be offered after the regular instructional day (Model 1); and

(2) courses taught by part-time District instructors under terms and conditions established by the college for the portion of employment attributed to the instruction in the program, and subject to potential transition into District regular staffing allocations (Model 1); and

(3) courses that are part of the District's regular staffing allocation and are taught by District instructors meeting established community college qualifications and under terms and conditions established by the District. These courses shall be offered during the regular instructional day. (Model 2).

Courses taught by District instructors will adhere to the terms and conditions of the collective bargaining agreement. Participation in the Dual Enrollment program is voluntary for unit members.

Subject to the District maintaining its Basic Aid status, the following principles, processes and employment status models will be adhered to in this partnership program:

### Employment Status Models

#### Model 1

1. (a) Any individual community college course offered through this program that is not part of the District's regular Staffing allocation, shall be designated solely as a community college course, and shall be conducted by an employee of the community college. Any community college employee assigned to teach a Dual Enrollment course on the high school campus shall not have access to any District employment status, pay, benefits or rights accorded by law or contracts to employees of the Mountain View Los Altos High School District for that portion of employment under the program.

(b) All community college courses staffed as defined under the above provisions as Model 1 are subject to enrollment requirements specified by the community college and other appropriate college requirements.

2. At the conclusion of staffing a course as described in Model 1 for three consecutive years, the District shall decide whether or not these courses should become part of the regular staffing allocation. If the District makes a determination to offer the course as part of the regular District staffing allocation, and if there is a part-time district unit member qualified and credentialed to teach such courses and who also meets the eligibility criteria for teaching such courses for the community college, such courses and additional employment shall be offered to that part-time unit member by the District. However, no unit member's District employment shall exceed 1.00 FTE (full time equivalent) as a result of this partnership program. If the individual part time unit member to whom this additional employment is offered accepts such offer, the unit member will become an employee of the District for that portion of employment under the program, and will be provided District employment status, pay, benefits and other rights accorded by law or contract of a unit member for that portion of employment under the program, but requires no right of assignment to this course.

#### Model 2

1. Any course within the District's regular staffing allocation that also provides students with community college credit, in addition to District academic credit, will be part of the program (Model 2). Courses in this employment model are taught by a qualified MVLA employee as part of their employment assignment having all elements of District employment status. These courses are counted as part of the school's regular staffing allocation as derived from the district's staffing formula. Unit members under this employment model are not employees of the community college district for the purposes of teaching these courses. In addition, an employee teaching courses in this program under Model 2 shall receive a contractually designated stipend of \$750.00 per semester (MVLA calendar) in recognition of their participation.
2. In order for a Mountain View-Los Altos employee to teach in this partnership program under Model 2, both the instructor and the courses must meet all of the eligibility criteria established by the community college. This may include the instructor being subject to the evaluation process conducted by the community college. This evaluation will not adversely impact the MVLA employee's status in the District.

### Principles

1. The District's regular certificated staffing allocation for each site will not be reduced as a result of this partnership program. Model 1 program courses will be considered above and beyond the high school's regular staffing allocation as determined by the District's staffing formula, and may be implemented at the discretion of the District, subject to the limitations contained in this Appendix.
2. Funds generated as a result of the District's participation in the program (funds paid by the community college in recognition of the use of District facilities, resources, and employees to teach a Dual Enrollment course) will be used to offset expenses associated with the partnership program, i.e. student fees, course materials, supplies, and textbooks, substitute teacher costs for community college employees, etc.
3. Whether a community college course will be offered under this program is within the sole discretion of the District.

### Process

The following process will be used to determine the sections that will be taught in the partnership program.

1. A District representative will meet with a representative from the community college to explore possible course offerings and make a determination as to which courses will be offered for college credit at a District site. Any final determination as to which courses will be offered under this program is at the sole discretion of the District.
2. The District representative will provide a list of courses being considered for implementation by this partnership to each site principal and the President of the Association. The list will provide a brief description of the proposed course, number of

sections, a designation of the number of years the course has been offered, and which employment model described above will be utilized.

3. The Association will have ten (10) school days from the time of notification of the proposed courses to seek clarification and provide input to the district representative regarding the proposed list of potential course offerings. This input may include, but is not limited to, the number of years the course has been offered; the employment model being used; whether the appropriate terms and conditions have been applied to the program's teaching staff; and whether the terms of this Appendix have been followed.
4. After this ten (10) day period has been provided, the District will then make a final determination as to which courses will or will not be offered and will provide a revised list to the Association President or designee shortly thereafter.
5. The District's selection of course offerings is not subject to the Collective Agreement's grievance-arbitration mechanism, however, the terms and conditions of this Appendix applicable to bargaining unit members shall be subject to the grievance-arbitration provisions.

#### 4. Contract Maintenance

- Calendar [LINK](#)
- Jury duty - proof of service required within 1 week of service - clarify that standby you need to be at work
- EPED ([Appendix C](#))
  - Add C for NHS/CSF
  - Add D assistant coach stipends for Water Polo, Track & Field and Lacrosse
- Amend Bereavement language to mirror the law (see below)

DTA current version

##### **8.1.8 Bereavement Leave**

In the event of the death of a member of a unit member's immediate family, the unit member is entitled to a maximum of three (3) days paid leave. If out-of-state travel is required, two (2) additional such days will be allowed. This leave is not chargeable to any other type of leave.

Members of the immediate family shall include the mother, father, grandmother, grandfather, grandchild, sisters or brothers of the unit member or the

unit member's spouse;  
the unit member's spouse, son, son-in-law, daughter, daughter-in law, or  
any person living  
in the immediate household of the unit member; and such others as the  
superintendent may  
approve in individual cases.

**Updated version, based on updated law, for CSEA and DTA**  
**Bereavement Leave**

An employee is entitled to three (3) days of paid bereavement leave  
or five (5) days (2 additional using accrued Personal Necessity/Sick Leave)

In the event of the death of a member of the employee's immediate family.

Three days of Bereavement leave is to be without loss of pay (with the option to take two  
additional days using accrued PN and or sick leave).

1. **Immediate Family** Qualifying Family Members: Bereavement leave covers the  
death of a
  - Parent-in-law/Parent
  - Grandchild
  - domestic partner/Spouse
  - Sibling
  - Child
  - \* reproductive loss (see below)

These ties are clearly defined in the [California Family Rights Act \(CFRA\)](#).  
Bereavement leave for other relationships not defined above may be authorized at the discretion  
of the superintendent or designee.

**Procedure:** An employee needing to take Bereavement leave enters the absence into the absence  
reporting system with relevant details as appropriate. This absence request is to occur within 3  
months of the identified loss. If the **Immediate Family** definition as listed above is not  
applicable to the person named, it will not qualify for paid Bereavement leave unless an  
exception to Immediate Family definition has been made by the Superintendent or Designee in  
writing.

**\* Reproductive Loss:**

Employees can access sick leave/PN for a reproductive loss and only need to indicate  
“reproductive loss” on the absence report. Accrued Sick leave can be used followed by vacation  
(if applicable and requested). If no leave is available, unpaid days will be approved and these  
days are considered protected leave days.

A reproductive loss event is any of the following:

- Miscarriage
- Stillbirth

- Failed adoption – for example, if a birth mother or legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason
- Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails
- Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer

An employee can take leave following their own reproductive loss event or that of another person – such as a spouse or partner – if the employee would have been the parent of the child born or adopted.

Employees can access five days of leave for a reproductive loss, but do not have to take their leave days consecutively. The first three days are district paid and the remainder accrued leave or protected unpaid leave (depending on leave balance). This means they can choose to take all five days at once or break up the days over a longer period, as long as their leave is completed within three months of the reproductive loss event. When a single reproductive loss event occurs over several days, the law treats it as one event. If an employee experiences more than one reproductive loss event in a year, they are entitled to no more than 20 days of reproductive loss leave in that one-year period unless an exception has been approved by the Superintendent or Designee.

## **5. Items that will continue in consultation and may be identified in 2025-2026 Sunshine**

- **Article 11 Evaluation**
- **Article 14 - [Article 14.8](#): Formal Complaints Against Unit Members**
- **[Article 7.9](#): Workload Committee**

### **Deferred to Committee**

- Evaluation exploration
- Special Education inclusion model