

**COMPREHENSIVE TENTATIVE AGREEMENT
Mountain View Whisman School District and
California School Employees Association and its Chapter #812
(Negotiations for 2020-2021)**

May 28, 2021

The District and CSEA have completed negotiations for 2020-2021. The current Collective Bargaining Agreement (2019-2022) shall remain in full force and effect, except as amended by this Comprehensive Tentative Agreement and the referenced attachments.

- **Tentative Agreement regarding Amendments to Articles 14 and 15 regarding Education Stipend and Professional Growth, dated May 28, 2021 (see attached TA)**
- **Tentative Agreement regarding Article 14 compensation increase, dated May 28, 2021 (see attached TA)**
- **Memorandum of Understanding regarding Classified School Employees Summer Assistance Program, dated February 9, 2021 (see attached TA)**
- **Memorandum of Understanding regarding retirement eligibility, dated February 9, 2021 (see attached TA)**
- **Memorandum of Understanding regarding Unit Modification, dated May 28, 2021**

Dated: May 28, 2021

For the District:

For the Association:

Laaluzul 5/28/21
Chief Human Relations Officer

UB 5/28/21
CSEA Ch. 812 President

Kathleen A. Coopert 5/28/2021

J. Pennington 5/28/2021
Jerry R. Jethro 5/28/21

Tentative Agreement between
Mountain View Whisman School and
California School Employees Association and its Chapter # 812

Amend Article 14 and Article 15 as indicated below:

ARTICLE 14

14.1.1.4 Educational Stipend: Effective July 1, 2020, employees who have been employed by the District for at least one school year and who have earned the following degrees and/or trades certification, shall receive an additional prorated annual stipend payment in monthly payment as follows:

- Trades/education certification: \$500 for a completed certification requiring 37 or more pre-approved course work units (up to 1 certification)
- AA Degree: \$750 (up to 1 completed AA degree, not available if employee has earned a BA)
- BA: \$1500 (up to 1 completed BA degree)
- First time eligible enrollees for each stipend option shall submit an application (transcripts and records) for eligibility/payment not later than August 15.
- The District shall annually consider and publish a list of the Trades/education certifications that qualify for the \$500. The list may be amended from time to time by the Stipend committee.
- The joint CSEA-District committee (stipend committee) shall consider and recommend to the bargaining teams additional career paths eligible for education premiums.

Article 15. Professional Growth

15.1 The District shall recognize for salary schedule credit certain classified growth activities which benefit the individual and the District. Prior approval is required for such credit.

15.2 An interested employee shall prepare a plan for his/her professional growth and submit the plan to the designated management employee for the employee's department. A conference between the employee, and the designated management employee for the employee's department shall be held to discuss and consider the plan. Conferences shall be held as soon as possible at least annually. The plan shall be kept on file by Human Resources. Approval decisions shall be communicated to the interested employee within two weeks of submission.

15.3 Employees who have been denied approval for credit may appeal to the Human Resources whose decision shall be final.

15.3.1 Employees shall have fourteen (14) days from date of denial to submit a request for reconsideration. In the event the starting date for the challenged course commences prior to a final

decision being rendered, the employee may enroll in the course, and if approval is received, shall receive retroactive approval for the course.

15.4 Generally, credit will be granted for courses, workshops, and seminars sponsored by accredited and/or licensed adult education programs, junior colleges, colleges, universities, trade schools, or other private organizations, which are directly related to an employee's job or promotional opportunities within the District. Professional Growth credit will be granted only for previously approved courses in which the unit member receives a grade of "C" or better for courses giving letter grades or Pass in a Pass/Fail course. (See Appendix B)

15.4.1 Twenty (20) clock hours of workshops/seminars shall be considered as an equivalent to one (1) semester unit. The policy does not apply to those activities for which compensation of expenses or released time are furnished.

15.4.2 For professional growth units earned after January 1, 2017, salary increments in the amount of four hundred dollars (\$400) per year may be earned for each five (5) units of approved work. Part-time employees shall receive growth increments as a percentage of the above, based on the percentage of time worked.

15.4.3 Upon verification of completion of the growth activity, salary increase shall be reflected in the next pay period.

15.4.4 Upon request each classified employee shall receive a copy of his/her credit records. Credit will not be assigned for in-service held during assigned working hours.

15.5 Staff Professional Development Committee. The District and CSEA Chapter 812 agree to form and maintain a classified staff professional development committee composed of an equal number of District and CSEA unit members who shall meet to develop recommendations for classified staff development activities. The Committee shall consider a variety of staff development options, which may be tailored to specific job classes and/or designed to address District-wide staff development. The Committee shall provide their recommendations to the Superintendent or designee for review of the recommendations. The District agrees to set aside six thousand dollars (\$6,000) per year for professional development funds to support activities, which are recommended and approved. This amount shall not be carried over from year to year.

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District

May 28, 2021

Date

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Text
CSEA Chapter President # 812

Joseph R. Sullivan 5/28/21

California School Employees Association

Katalin A. Cooper 5/28/2021

C. Ferris 5/28/2021

**Tentative Agreement
Compensation and Benefits
May 28, 2021**

ARTICLE 14: COMPENSATION AND BENEFITS

The parties agree to incorporate the following salary schedule increase:

The 2020-2021 Salary Schedule shall reflect a four percent (4%) increase, effective July 1, 2020, over the prior year's schedule. This increase shall apply to all members employed by the District as of the date of ratification of the Tentative Agreement.

Dated: May 28, 2021

Lara Vernal 5/28/21
Chief Human Relations Officer

UA 5/28/21
CSEA Ch. 812 President

Kathleen A. Cooper 5/28/2021

Jeffrey 5/28/2021

Jerry R. Tillipson 5/28/21

**TENTATIVE AGREEMENT
MEMORANDUM OF UNDERSTANDING
Mountain View Whisman School District and
California School Employees Association, Chapter 812
Classified School Employees Summer Assistance Program for 2021-2022**

The parties have meet and negotiated the decision, impacts, and effects relating to Education Code 45500 and the Classified School Employee Summer Assistance Program (CSESAP) for 2021-2022. The District agrees to participate in the "Classified School Employees Summer Assistance Program," and extend this salary benefit option to the bargaining unit.

1. Upon ratification and approval of this MOU by CSEA and the Governing Board, respectively, the District shall provide notice to all unit members which shall include the following:
 - a. A description of the Classified School Employee Summer Assistance Program;
 - b. Details about eligibility for the program will be provided. The parties agree to work together to ensure that the following steps and timelines are followed.
 - Unit member must have been employed with the District for at least one year at the time the unit member elects to participate;
 - Unit member is employed by the District in their regular assignment fewer than 11 months, out of a 12-month period (excluding any hours worked outside of their regular assignment); and,
 - Regular annual pay the unit member receives directly from the District is \$62,400.00 or less for an entire school year at the time of enrollment. (For the purposes of determining regular annual pay, exclude any pay received by the unit member during the previous summer recess period. Pay earned by a unit member with limited employment during the months of June, July or August that is not for the summer session shall not be excluded.)
 - c. All timelines for the program as follows:
 - By January 1, 2021, the District must notify the unit members that the District has elected to participate in the program for the next school year.
 - By March 1, 2021, any unit member who wishes to participate, must notify the District, using a form developed by the California Department of Education (CDE) that the unit member wishes to participate in the program for the 2021-2022 school year. The unit member may elect to have up to 10% of their monthly pay withheld during the school year. The unit member must specify (1) the amount to be withheld from the monthly paychecks, and (2) whether they wish to have the withheld amounts paid out during the summer recess period in one or two payments.
 - By April 1, 2021, the District will notify the CDE it has elected to participate in the program, using a form developed by the CDE. The District will specify (1) the number of unit members who are participating, and (2) the total estimated amount to be withheld from the unit member paychecks for the 2021-2022 school year.

- By May 1, 2021, the CDE must notify participating Districts in writing of the estimated amount of state match funding that a participating unit member can expect to receive. If the \$60,000,000 funding is insufficient to provide one dollar for each one dollar that has been withheld from the unit members' paychecks, the CDE must notify the Districts of the expected prorated amount of state match funds that each classified unit member could expect to receive.
 - By June 1, 2021, the District will notify the participating unit members as to the estimated amount of state match funds the unit member could expect to receive, subject to information and estimate received from the CDE. The District will also inform unit members, if such information is provided by CDE, as to the estimated date participating unit members are likely to receive the payment/check.
 - After receiving the notification, and no later than 30 days after the start of the school year, the unit member may (1) withdraw their election to participate in the program, or (2) reduce the amount to be withheld from their paycheck.
 - The District will then deposit the amounts withheld from participating unit members' monthly paychecks according to each unit member's choices, in an account within its general fund known as the Classified School Employee Summer Assistance Program Fund, during the 2021-2022 school year.
 - If a unit member separates from employment during the 2021-2022 school year, the unit member may request any pay withheld from their paycheck pursuant to this program; however, the unit member is not entitled to receive any state match funds.
 - A unit member who experiences a personal or financial hardship during the 2021-2022 school year may elect to end participation in the CSESAP and request to be paid out any pay withheld from their paycheck pursuant to this program; however, the unit member is not entitled to receive any state match funds. Payment of any withheld funds shall occur no later than the next pay warrant cycle after the unit member has made a hardship request.
 - On or before July 31, 2022, the District will request payment from the CDE on a form developed by the CDE for the amount of the unit member pay that has been deposited in the Program Fund.
 - Eligible unit members shall be informed of payout options (one or two payments).
2. No participant in the Classified School Employees Summer Assistance Program is barred from applying for, and if selected, working summer school during the summer in which this benefit is earned.
 3. A unit member may withdraw from further participation in the program more than 30-days after the start of the 2021-2022 school year and leave withheld amounts in the program. In such instances, the District agrees to report this contribution to the CDE as if contributions had been made for the duration of the program at a reduced percentage.

Tentatively agreed on February 9, 2021

For the District:

For CSEA:

2/9/21
Carol Buford
2/9/21

Walt K
Garry D. Dillingham

**MEMORANDUM OF UNDERSTANDING
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #812
February 9, 2021**

This Memorandum of Understanding (MOU) is between the Mountain View Whisman School District (District), and the California School Employees Association and its Chapter #812 concerning a clarification and change to last year's successor contract negotiations agreement (see relevant Tentative Agreement language attached, dated February 12, 2020).

Specifically, elimination of the eligibility criteria in section 8.1 was in error. This MOU is intended to supersede and replace that portion of the prior agreement and shall be retroactively effective to July 1, 2019.

The parties agree as follows:

1. During last year's successor contract negotiations, which resulted in the current 2019-2022 Agreement, the parties amended Article 8 (Retirement) and specifically section 8.1 which describes eligibility criteria for retiree benefits.
2. Prior to the amendment, retired classified employees were not eligible for retiree benefits if the employee was hired after January 31, 2010.
3. The parties agree that elimination of the eligibility criteria was in error.
4. Therefore, effective July 1, 2019, the prior CBA's language at section 8.1 (including 8.1.1 and 8.1.1.1 through 8.1.1.4) shall continue to remain in effect as set forth below:

8.1 Early Retirement Benefits

8.1.1 Employees who meet the following eligibility criteria shall be eligible for Early Retirement Benefits:

- 8.1.1.1 The employee was employed by the District as of January 31, 2010 and has been employed without a break in service since that date.
- 8.1.1.2 The employee must be at least fifty-five (55) years of age.
- 8.1.1.3 The employee must have a minimum of ten (10) years of service in the Mountain View Whisman School District.

8.1.1.4 The employee must actually resign from the district and be accepted into PERS (Public Employees Retirement System).

5. This MOU and the language set forth above in paragraph 4 are intended to replace and supersede any conflicting language in the 2019-2022 CBA.
6. This MOU shall not be precedent setting nor form any basis for a past practice.
7. This MOU is subject to CSEA ratification and Governing Board approval.

Dated: 2/9/21

By: 
Mountain View Whisman School District

Dated: 2/9/21

By: 
California School Employees Association

Dated: 2/9/21

By: 
MVWSD CSEA President Chapter 812

MEMORANDUM OF UNDERSTANDING

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #812

This memorandum of understanding ("MOU") between the Mountain View Whisman School District ("District") and the California School Employees Association and its Chapter #812 ("CSEA") (collectively, the "Parties") is entered into with respect to the following:

CSEA is the exclusive bargaining representative for all regular classified employees of the District, excluding substitute, short-term, management, confidential and supervisory employees.

The District maintains the positions of Payroll Technician and Human Resources Technician, which are positions currently included in the CSEA bargaining unit. Currently, these positions are occupied by:

Kimberly Martinez, Payroll Technician

Michael Hernandez, Payroll Technician

Alicia Hicks, HR Technician

Noemi Herrera, HR Technician

Accordingly, the District seeks to designate both positions, Payroll Technician and HR Technician, as "confidential" positions that are excluded from CSEA's bargaining unit.


Having met and negotiated in good faith, and in the interest of harmonious labor relations, the District and CSEA hereby agree to the following subject to approval by the District's Governing Board and ratification by the membership:

1. Effective July 1, 2021, the HR Technician positions in the Administrative Services department shall be designated as "confidential" as defined by the Educational Employment Relations Act ("EERA"), Government Code section 3540.1, subdivision (c), and therefore excluded from CSEA's bargaining unit.
2. In addition, effective July 1, 2021, the Payroll Technician positions in the Business Services department shall be designated as "confidential" as defined by the Educational Employment Relations Act ("EERA"), Government Code section 3540.1, subdivision (c), and therefore excluded from CSEA's bargaining unit.
3. In addition, the District shall be hiring four (4) new At Risk Supervisors, which shall be included positions within the CSEA bargaining unit.
4. This MOU does not modify or amend any current contract language.
5. This MOU satisfies the District's duty to negotiate the decision and effects of the matters set forth herein.

6. By signing below, the Parties warrant that they are authorized to execute this MOU on behalf of their principals.

Dated: May 28, 2021

Dated: 5/28/21



Tara Vikjord
Chief Human Relations Officer, Mountain
View Whisman School District

Veronica Del Rio, President
California School Employees Association,
Mountain View Whisman Chapter #812

