

**TENTATIVE AGREEMENT between**

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS MOUNTAIN VIEW WHISMAN CHAPTER 812 and MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT Agree to the Following Terms and Conditions for the 2024-2027 Collective Bargaining Agreement successor negotiations

**May 9, 2024**

Tentative agreements were as follows:

- Article 5 – Hours/Work Years
- Article 9 – Transfers/Promotions
- Article 12 – Leaves
- Article 14 – Compensation and Benefits
- Article 15 – Professional Growth
- Article 21 – Negotiations and Terms

This Tentative Agreement is subject to ratification and approval by The California School Employees Association and its Mountain View Whisman Chapter 812 and is subject to AB 1200 review by the County Office of Education and public disclosure of the major terms of this Tentative Agreement by the District in accordance with the Educational Employment Relations Act, and ratification by the District's Governing Board. Upon AB 1200 review and ratification by The California School Employees Association Chapter 812, and the District's Governing Board, the terms of this Tentative Agreement shall be incorporated into the Collective Bargaining Agreement between the District and The California School Employees Association and its Mountain View Whisman Chapter 812.

**CSEA Negotiating Team**

Veronica Del Rio

  
\_\_\_\_\_

Anne Jennings

  
\_\_\_\_\_

Coco Ayala

  
\_\_\_\_\_

Miguel Meza


  
\_\_\_\_\_

Robin James-Utgaard

  
\_\_\_\_\_

**MVWSD Negotiating Team**

Tara Vikjord

  
\_\_\_\_\_

TA - 5/9/24

CSEA to District on 4/19/24 at 9:30 a.m. (First Proposal)

**District response on 4/19/24 at 11:10 am**

CSEA counter to District on 4/30/24 @ 9:00 a.m.

**District counter to CSEA, 4/30/24 @ 11:45 am**

CSEA counter to District on 4/30/24 @ 1:00 p.m.

**District to CSEA, 4/30/24 at 2 pm**

CSEA to District on 4/30/24 at 3:30 pm

**MVWSD to CSEA on 5/9/24 at 9 am**

NOTE: As discussed at the table, the District is proposing to table the additions offered by CSEA under sections 5.2.3 and 5.2.4. Next steps include Tara speaking with site administrators and the Superintendent or Designee, about current practices and expectations re SCEFs and a follow up meeting to be scheduled between the District and CSEA to explore and negotiate a prospective pilot MOU for next year to address relevant issues.

NOTE: For inclusion in the Tentative Agreement, but not in contract language:

5.2.3.2- School Community Engagement Facilitators (SCEF's) work with a 'flexible work schedule', based on daily, weekly, and monthly scheduled events. CSEA and the District shall work together to negotiate a Pilot MOU between May, 2024-July, 2024 for the 2024-2025 school year, to craft guidelines to outline the best practices and expectations regarding the use of 'flex time' and paid overtime considerations for full-time, ten-month SCEF's.

(Failure of either party to commence negotiations during the May-July, 2024 time period is grievable pursuant The above language shall be subject to the Article 13 grievance procedure. Otherwise this section is non-grievable outlined in the CSEA/District collective bargaining agreement, Article 13.)

## **Article 5 Hours/Work Year**

### 5.1 Hours

5.1.1 The hours of work for full-time employees shall be eight (8) hours per day, 40 hours per week.

5.1.2 The length of the workday for part-time employees ~~unit members~~ shall be designated by the District, and set at the beginning of the employee's ~~unit members'~~ work year. Part-time assignments shall be not less than two (2) consecutive hours per day. Upon mutual agreement between the supervisor and the employee ~~unit member~~ and with the approval of CSEA, a change in an employee's ~~unit member's~~ starting and ending time may occur. By written mutual agreement, exceptions to the above may be acceptable to CSEA and the District. CSEA shall have ten (10) days from receipt of the notice of the proposed exception to notify the District that it wishes to meet to discuss the matter.

5.1.3 The hourly rate shall be determined by dividing the monthly salary by 173.33.

5.1.4 The governing board may allow, if feasible, a work week consisting of ten (10) hours per day, four (4) days per week (40 hours of time worked). The District may develop alternative schedules of not more than ten (10) hours of work in a workday without incurring an overtime obligation (for full- or part-time positions) provided that the

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determination of the ten (10) hour schedule is made prior to the employee being hired or with the mutual concurrence of the employee involved and the Human Resources Department. Documentation of the agreement between the employee and the District will be provided to CSEA.

## 5.2 Overtime

5.2.1 Work in excess of eight (8) hours in a workday or forty (40) hours in a workweek shall be approved by the immediate supervisor within the guidelines provided by the Superintendent or his/her designee prior to any such overtime being worked.

5.2.1.1 Except as provided in Section 4.1.4 above, authorized overtime shall be paid at the following rates: time and one-half (1 ½) for all hours worked in excess of eight (8) per day or forty (40) hours per week; time and one-half (1 ½) for all hours worked on Saturdays and Sundays, regardless of total hours worked on Saturdays and Sundays, regardless of total hours worked during the week involved, except for those employees who are regularly scheduled to work on one or both of those days. For the purpose of computing the number of hours worked, time during which the employee is excused from work because of holiday, sick leave, vacation, compensated time off, or other paid leave of absence, shall be considered as time worked by the employee.

5.2.1.2 If an unanticipated need for overtime occurs, the employee shall notify his or her supervisor at the earliest possible opportunity that overtime is or was needed and the reasons for the overtime work.

5.2.2 The work week for any employee having an average work day for four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

5.2.3 Compensatory Time Off. Upon request of an employee and with the specific approval in writing by the Superintendent or his their designee, an employee may receive compensatory time off in lieu of overtime pay. Such request shall be submitted in writing to the appropriate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section ~~4.21 and 4.22~~ 5.2.1 Compensatory time must be taken within the same fiscal year as the year it is earned. Compensatory time can be accumulated to a maximum of 240 hours. Hours after 240 must be paid in cash.

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5.2.3.1 School secretaries who earn compensatory time shall be able to use accrued compensatory time during school recess periods in lieu of vacation.

~~5.2.3.2 School and Community Engagement Facilitators (SCEF's) who earn flex compensatory time shall schedule the be able to either use accrued flex compensatory time with their site administrator within the work week when trimester it was earned. or they shall have the option to be compensated for any overtime worked on the next payroll cycle, in accordance with Section 5.2.1.~~

~~5.2.3.2: School Community Engagement Facilitators (SCEF's) work with a 'flexible work schedule', based on daily, weekly, and monthly scheduled events. CSEA and the District shall work together to negotiate a Pilot MOU between May, 2024 July, 2024 for the 2024-2025 school year, to craft guidelines to outline the best practices and expectations regarding the use of 'flex time' and paid overtime considerations for full-time, ten-month SCEF's.~~

~~School Community Engagement Facilitators (SCEF's) who earn/accrue flex time shall schedule to use their accrued flex time with their site administrators within the work week when it was earned or as closely as possible within that month's payroll cycle. Site administrators must have discretionary leeway to approve flex time within the payroll period for which flex time was worked/earned.~~

~~5.2.3.3 The District shall align monthly scheduled SCEF calendar events to monthly payroll cycles for level approvals and sign-offs.~~

~~5.2.3.4: Originally scheduled, or pop-up unscheduled events, may create 'last minute' changes to an already approved SCEF's monthly calendar. The District shall allow aggregate eight (8) hours of accrued, earned flex time that cannot reasonably be taken during that payroll period cycle to be added to the SCEF's sick bank balance.~~

5.2.4 Call Back Time. Any employee who is required by the District to work on a day when the employee has not been scheduled or any employee called back to work after completion of a regular work day for that employee, shall be entitled to a minimum of two (2) hours of compensation at the appropriate pay for the full two hours.

~~5.2.4.1 School and Community Engagement Facilitators (SCEF's) who are called back to work after completion of a regular workday shall have the option to either receive a minimum of two (2) hours of flex compensatory time or they shall have the option to be compensated at the appropriate overtime rate, in accordance with Section 5.2.1.~~

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~~School and Community Engagement Facilitators (SCEF's) who are called back to work after completion of a regular, approved workday, shall receive a minimum of 2 hours in flex time compensation in accordance with Article 5.2.1, receiving appropriate overtime 'flex', to be taken as soon as reasonably possible within the monthly payroll period cycle, at the discretion and approval of the site administrator.~~

#### 5.2.5 Report of Absence

5.2.5.1 An employee is expected to report on time for the work assignment each day. If for any reason, it is impossible to report for work, the employee must contact the District absence notification line as soon as possible before reporting time.

5.2.5.2 An employee shall notify the District absence reporting tape of his/her intent to return to work prior to the close of the preceding day. Failure to do so may result in salary deduction with payment going to a substitute.

5.2.5.3 An employee is responsible to acknowledge his/her reported absences on a time sheet by his/her signature.

5.2.5.4 Any employee who is absent for ten 10 consecutive work days without oral or written notice to his/her supervisor or to the District absence line shall be considered to have resigned.

5.3 Lunch Period. All employees working five (5) consecutive hours or more shall be entitled to an unpaid, uninterrupted lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled at or about the midpoint of each work shift. Eligible employees are expected to take their lunch period.

5.4 Rest Period. Employees working at least three (3) hours per day are entitled to a paid rest period of 15 minutes. Employees working six (6) hours or more shall be entitled to two (2) 15-minute rest periods. Insofar as practical, the rest period shall be scheduled in the middle of each work period; time to be approved by the immediate supervisor. Eligible employees are expected to take their breaks.

5.5 For the purpose of calculation of leaves, School Secretaries (both at elementary and middle schools) shall be considered 11-month employees, the exact dates of their work year to be determined by the District Calendar and immediate supervisor.

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**MVWSD to CSEA on 5/9/24 at 9 am**

5.5.1 The work year for 10-month employees will equal 180 student instructional days plus two (2) work days designated by the District (for a total of 182 workdays).

5.5.2 The work year for 11-month employees will equal the 180 student instructional days plus:

5.5.2.1 For K-5 grade school secretaries, an additional ten (10) work days before the first student instructional day, an additional five (5) work days after the last student instructional day, and two (2) additional work days designated by the District (for a total of 197 work days).

5.5.2.2 For 6-8 grade school secretaries, an additional ten (10) work days before the first student instructional day, an additional ten (10) work days after the last student instructional day and two (2) additional work days designated by the District (for a total of 202 work days).

5.5.3 The work year for 12-month employees will be 260 paid work days. The actual number of days an individual 12-month employee will work is determined by subtracting from the number 260, fifteen (15) state and local holidays and the number of vacation days earned by the employee in that work year.

5.5.4 In the event the State reduces or authorizes the District to reduce the minimum number of student instructional days, the parties agree to meet and negotiate, within ten (10) work days of the District's request to negotiate, the length of the work year as provided by this Section.

5.6 Summer School and Extended Year Employees. When the District maintains a summer school or extended year program, the District shall assign for service during such summer school or extended year program regular classified employees of the District. Such assignments shall be made on the basis of qualification and seniority for employment in each classification of service, which is required. No employee employed during the regular school year shall be required to accept summer school or extended year employment. Such employee, regardless of their normal work year, shall receive, on a pro-rata basis, the compensation and benefits, which are applicable to the employee classifications during the regular school year, including sick leave, vacation leave, and holiday pay provided that the unit member works the day before or the day after any legal holiday. Compensation shall be based on the established CSEA salary schedule. Any unit member working in a lower classification during summer school shall be compensated at the highest step on the appropriate lower range on the established CSEA salary schedule. Any unit member working in a higher classification during summer school shall be compensated at the first step on the appropriate higher range on the established CSEA salary schedule. All hours worked during summer and extended school year shall be reported to CalPERS, as required, except for any overtime hours worked.

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**MVWSD to CSEA on 5/9/24 at 9 am**

5.7 The District will comply with the provisions of the Fair Labor Standards Act.

For the district



For CSEA

  
Marybeth  
A. Kennedy,  
  
RSU 5/9/2024

TA - 4/19/24  
@ 2:40

**District counter to CSEA, 4/19/24, after lunch**  
CSEA counter to District on 4/19/24 @ 11:15 a.m.  
District counter on 4/19/24 @ 9:00 am  
CSEA counter to District on 3/21/24 @ 3:00 p.m.

**MVWSD COUNTERPROPOSAL TO CSEA'S MARCH 21, 2024**

**ARTICLE 9 PROPOSAL**

**2024-2025 SUCCESSOR NEGOTIATIONS**

**March 21, 2024**

**MVWSD initial changes in RED**

**CSEA changes in BLUE**

**CSEA 4/19/24 counter in Green**

**MVWSD 4/19 changes in PURPLE**

**Article 9—Transfer/Promotions**

~~The District proposes to amend Article 9 as indicated below:~~

9.1 Posting of Notice

9.1.1 ~~Notice of all~~ **All** bargaining unit **job vacancy notices** positions shall be posted in prominent locations at each District job site ~~and/or on the District's website.~~

9.1.2 Job vacancy notices shall **be** posted internally for **at least** five (5) **three (3)** business days ~~previous~~ **prior** to public announcement of vacancy. ~~The job vacancy notice shall remain posted for a period of (5) full working days. The~~ District shall provide the CSEA President or designee with copies of all job **vacancy** postings.

9.1.3 Employees within the District may apply for such vacancy(ies) or new position(s) and **their applications and qualifications shall be reviewed before,** and shall be given preference over **external** applicants **subject to Section 9.5 below. who are non-t-employee applicants' applications and qualifications are reviewed of the District in filling vacancy(ies) on the basis of Qualifications shall include:**

- Training
- Experience
- Competencies
- Length of service to the District
- Special qualification
- Past evaluations
- Interview(s)**

~~An interview shall be granted to all current employees in good standing who meet the minimum qualifications or 5 years verifiable equivalency for the position for which they are applying,~~

9.2 Notice Contents. The job vacancy notice shall include: the job title, a **brief** description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline **for to apply for filing to fill** the vacancy.

9.3 Filing. Any employee may file for the vacancy by submitting written notice to the Personnel Department within the filing period. Any employee on vacation, or on unpaid status during recess periods, may authorize the Association to



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District counter on 4/19/24 @ 9:00 am

CSEA counter to District on 3/21/24 @ 3:00 p.m.

file on the employee's behalf.

9.4 Notification of Applicants. Within fifteen (15) days following completion of the filing period, the Personnel Office shall notify ~~applicants in writing as to next steps, if any, in the hiring/selection process,~~ in writing each applicant as to whether they have ~~he/she has~~ met the ~~minimum~~ qualifications.

9.5 **Hire/Transfer/Promotional Procedure.** The applicant who is the most qualified, based on the above listed qualifications and interview(s). ~~and interview(s) as determined by the District after input from the Interview Committee (for promotions),~~ shall be **hired/**transferred/promoted **for/**into the vacant position. If two (2) or more internal applicants have the same qualifications and competencies, then the District shall select between the two candidates the one with the greatest seniority ~~shall fill the vacancy.~~ In the event that two (2) or more internal applicants have identical seniority, the applicant to fill the position shall be selected by the District. ~~(status quo)~~ **If an internal and an external applicant have the same qualifications and competencies, then the District shall hire the internal applicant.**

9.5.1 Employees whose transfer/promotion has been denied may request in writing a written statement of the reason(s) for denial. The written statement If requested by the employee in writing, the statement of reasons will be provided to the requesting employee by the appropriate administrator within ten (10) days. The term - day is defined in Section 12.1.

9.5.2 An employee may be returned to a position in his/her/their previous classification within the six (6) month-probationary period under Section 3.11.2 by the District or at the request of the employee, under the following circumstances: (1) the employee is unable to satisfactorily fulfill the requirements of the position to which he/she has been promoted (see Section 3.8 on evaluations); (2) ~~(1) the employee requests that he/she be returned to a position in the classification from which he/she was promoted;~~ ~~(status quo)~~ or (3) the employee's immediate supervisor requests that the employee be returned to a position in the classification from which he/she was promoted. An employee returned to ~~a position in his/her/their~~ previous classification under this Section need not be returned to any particular site or department but shall be paid at the previous classification rate. ~~The employee so returned shall be paid the rate appropriate to which he/she has been returned.~~

9.5.3 Mailing of Postings. The District shall **provide** mailed **notice of job vacancy** postings during the summer to any bargaining unit member who requests to receive postings and who provides self-addressed envelopes to the District.

9.6 Involuntary Transfer. An involuntary transfer is a transfer initiated by the District. An involuntary transfer shall not be made for arbitrary and/or capricious reasons. Specific reason(s) for the transfer shall be given to the employee. Notice of such transfer shall be given five days prior to the effective date. A conference will be held between the appropriate management representative person and the employee, if requested, in order to discuss the reason for the transfer. A CSEA representative may be present at such conference if requested by the employee.

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District counter on 4/19/24 @ 9:00 am

CSEA counter to District on 3/21/24 @ 3:00 p.m.

9.7 Medical Transfer. When an employee becomes medically unable to satisfactorily perform ~~their his/her~~ regular job/class duties, the District shall give alternate work when available if the employee is qualified. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, ~~but it shall be constituted only by subject to mutual~~ agreement with the CSEA Chapter President and ~~concurrence of~~ the employee.

9.8 Mileage Compensation During Temporary Assignments. Any employee required to work at a work site on temporary assignment which is more than five (5) miles from ~~their his/her~~ normal work site, shall be compensated for the total of mileage difference between sites at the amount established in this agreement for reimbursement of mileage unless the employee's home is closer to the temporary work site than the regular work site. Such compensation shall be paid to the employee within the next payroll period.

9.9 Distribution of Job Information. Upon initial employment and each change in classification, each affected employee shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to ~~his/her their~~ position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

For the District

*[Handwritten Signature]* 4/19/24

For CSEA

RSU 4/19/24  
MM 4/19/24  
MS 4/19/24  
Aij 4/19/24  
Wk 4/19/24

TA- 5/9/24

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**Article 12. Leaves**

The following sections of "Article 12: Leaves" shall be modified, all other sections of Article 12, from the CSEA/District collective bargaining agreement (2021-2024) shall remain status quo:

Add new section:

The District shall comply with the recently enacted Reproductive Loss Leave law (SB 848).

**12.2 Bereavement Leave**

12.2.1 Employees shall be allowed full pay up to five (5) days on account of the death of any member of his/her immediate family.

~~12.2.1.2 If bereavement requires travel beyond two hundred (200) miles one-way, employees shall be entitled seven (7) days of bereavement paid for by the District.~~

12.2.1.3 Such days need not be taken consecutively, but must be taken within the a 12-month period following the death.

~~12.2.2 The District interprets "member of his/her immediate family" to include the following: mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse or registered domestic partner of the employee; and the spouse, or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, or sister-in-law; parent-in-law, niece, nephew, aunt, or the uncle of the employee; or any relative living in the immediate household of the employee, unborn child as defined by the CDC.~~

"Member of the immediate family" include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandmother or grandfather, or grandchild of the unit member, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, -any person of whom the unit member is the guardian or a person who had been the guardian of the unit member, or any person living in the immediate household of the bargaining unit member.

**12.3 Personal Necessity Leave**

12.3.1 Days of leave of absence for illness or injury allowed for sick leave may be used by the employee, upon prior approval except as provided in Section 12.3.3, in cases of personal necessity.

Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, but that necessitate immediate attention and cannot be taken care of after work hours or on weekends.

12.3.1.1 Each employee shall be allowed up to seven (7) days absence each year for personal necessity. ~~Two~~ Five (5) of the seven days may be used at the

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discretion of the classified employee without providing a reason for the leave, and no more than two (2) such days may be taken consecutively. Discretionary days shall not be taken on Mondays or Fridays or to extend a holiday or vacation period, but extenuating circumstances shall be considered by the District on a case by case basis. Any other days requested **must** specify the reason for the Personal Necessity Leave. (Appendix E)

12.3.2 The employee shall submit a request through the District's current online absence reporting system ~~completed personal necessity leave form to the school principal or immediate supervisor~~ within three (3) working days prior to requesting the leave except as provided in Section 12.3.3. The principal or immediate supervisor will sign the form to indicate receipt of the form and immediately forward the leave request to the Superintendent or designee. The District retains the right to deny personal necessity leave provided the denial is not arbitrary or capricious. Employees should make a copy of the completed form before it is submitted to Human Resources.

12.3.2.1 The principals or immediate supervisor signature does NOT indicate approval. Once the form has been received by the Superintendent or designee, it will be reviewed for approval or denial. The final decision will be communicated to the employee by email. If the leave request is denied and the employee chooses to be absent on the that day, the employee shall meet with Human Resources to discuss ramifications of that decision.

12.3.2.2 All employees must call the absence notification system whether or not a substitute is needed.

12.3.3 The employee shall be required to secure advance permission for personal necessity leave except for any of the following reasons:

12.3.3.1 Death or serious illness of a member of his/her immediate family.

12.3.3.1.1 Use of sick leave for the illness of the child, parent, or spouse or the unit member is provided for in Section 12.1.1.1.

12.3.3.2 Accident, involving his/her person or property of a member of his/her immediate family. However, the employee must submit a completed personal necessity request form to the principal or immediate supervisor within three (3) working days after return to duty.

~~12.3.3.3 Any unit member shall be entitled to take time off for child-related activities in the areas of education, licensed childcare, and school emergencies, in accordance with the Family School Participation Act, as outlined in CA Labor Code 230.8. Unit members shall be entitled to no more than eight (8) hours per month for such leave, and shall be allowed the option to take such leave with accrued leaves in their leave bank, or an unpaid leave. Unit members shall provide as much advanced notice to their supervisor as is reasonably possible.~~

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~~12.3.4 Personal necessity leave, except for the reasons stated in Section 12.3.3.3 shall not be allowed for any day preceding or following a holiday or vacation. If the date requested by the employee conflicts with District need, the employee's immediate supervisor may indicate alternate dates that would be acceptable.~~

12.3.5 Personal necessity leave days shall not be cumulative from year to year. 12.3.6 Personal necessity leave shall not be allowed for work stoppage, personal convenience, extension of a holiday or vacation period, or for recreational activities.

For the district



For CSEA



RJU 5/9/24

TA - 5/9/24

CSEA to District on 4/30/24 at 3:00 p.m.  
District to CSEA on 4/30/24 at 3:45 pm  
CSEA counter to District on 5/9/24 at 9:00 a.m.  
MVWSD counter to CSEA on 5/9/24 at 11 am  
CSEA counter to District on 5/9/24 at 11:30 a.m.  
MVWSD counter to CSEA on 5/9/24 at 12:15 pm

#### **Article 14. Compensation and Benefits**

The CSEA Salary Schedule will be increased by the following percentage, effective July 1, of each of the following fiscal years:

- 1) July 1, 2024 = 5% (2024-2025)
- 2) July 1, 2025 = 5% (2025-2026)
- 3) July 1, 2026 = 45% (2026-2027)

**If the November 2024 parcel tax is not approved by the voters, then the District may elect to reopen this Article to explore, discuss and negotiate adjustments, amendments and options related to total compensation.**

For the term of this agreement, if any other bargaining unit receives a salary schedule increase, off schedule payment, or increase to the District's contribution to the health and welfare plan that is greater than what CSEA received, CSEA shall receive the same increase(s).

14.1 The salary schedules shall be as set forth in Appendix A. The salary schedules shall contain seven (7) experience steps.

14.1.1 Each employee shall be placed on the appropriate range and step of their job classification at the time of employment by the Personnel Administrator.

14.1.1.1 New employees with related experience in similar positions shall be granted credit on the salary schedule for each year of such experience not to exceed the 6th step on the appropriate range.

14.1.1.2 Employees promoted from one range to another requiring similar job skills shall be placed on the same step on the new and higher range; i.e., Range 1, Step 3 to Range 4, Step 3. (Any exceptions will be reported to CSEA).

14.1.1.3 Employees changing to a different classification requiring new job skills shall be placed on the salary schedule at a step with a five percent (5%) increase from the prior position, but no to exceed the highest step on the schedule in that range.

14.1.1.4 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:

CSEA to District on 4/30/24 at 3:00 p.m.  
District to CSEA on 4/30/24 at 3:45 pm  
CSEA counter to District on 5/9/24 at 9:00 a.m.  
MVWSD counter to CSEA on 5/9/24 at 11 am  
CSEA counter to District on 5/9/24 at 11:30 a.m.  
MVWSD counter to CSEA on 5/9/24 at 12:15 pm

- 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 terms additional career paths eligible for education premiums.

14.1.1.5 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) during the term of this Agreement. 2021-22. The District agrees to participate in the "Classified School Employees Summer Assistance Program" and extend this salary benefit option to the bargaining unit. If the statutory language for CSESAP is amended at anytime during the term of this Agreement, then the District may elect to immediately reopen this part of the Article and/or inform CSEA in writing its decision as to whether the District will continue to participate in CSESAP. If the District elects to participate, then the District and CSEA will negotiate remaining impacts and effects.

1. Upon ratification and approval of this MOU Collective Bargaining Agreement (2024-2027) 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 timeline 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,

CSEA to District on 4/30/24 at 3:00 p.m.  
District to CSEA on 4/30/24 at 345 pm  
CSEA counter to District on 5/9/24 at 9:00 a.m.  
MVWSD counter to CSEA on 5/9/24 at 11 am  
CSEA counter to District on 5/9/24 at 11:30 a.m.  
MVWSD counter to CSEA on 5/9/24 at 12:15 pm

- Regular annual pay the unit member received 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~~ of each school year the district must notify that the unit members that the District has elected to participate in the program for the next school year.
- By March 1, ~~2021~~ of each school year 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 2021-22~~ that 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~~ of each school year 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 school year.
- By May 1, ~~2021~~ of each school year the CDE must notify participating Districts in writing of the estimated amount of the 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~~ of each school year 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.



CSEA to District on 4/30/24 at 3:00 p.m.  
District to CSEA on 4/30/24 at 345 pm  
CSEA counter to District on 5/9/24 at 9:00 a.m.  
MVWSD counter to CSEA on 5/9/24 at 11 am  
CSEA counter to District on 5/9/24 at 11:30 a.m.  
MVWSD counter to CSEA on 5/9/24 at 12:15 pm

- 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 school year.
- If a unit member separates from employment during the 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 stat match funds.
- A unit member who experiences a personal or financial hardship during the 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, 2024 **of each school year** 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 the 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 school year and leave withheld amounts in the program. In such instances, the District agrees to report this contribution to the CDE as if the contribution has been made for the duration of the program at a reduced percentage.

14.2 Classification. Should the District create a new classification or reclassify a position, it shall notify CSEA in writing of the classification(s) or reclassification(s). CSEA shall have ten (10) work days from receipt of the notice of the new classification or reclassification to notify the District that it wishes to meet to discuss the designation(s). If CSEA does not notify the District, the District shall implement the new classification or reclassification.

CSEA to District on 4/30/24 at 3:00 p.m.  
 District to CSEA on 4/30/24 at 345 pm  
 CSEA counter to District on 5/9/24 at 9:00 a.m.  
 MVWSD counter to CSEA on 5/9/24 at 11 am  
 CSEA counter to District on 5/9/24 at 11:30 a.m.  
 MVWSD counter to CSEA on 5/9/24 at 12:15 pm

14.2.1 An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five working days within a fifteen 15-calendar day period, provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification, and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

14.3 The salary schedule shall provide for recognition for years of service in the District (longevity).

14.3.1 Longevity increments will be granted only if the employee receives a satisfactory evaluation. In the event that the employee receives an unsatisfactory evaluation for the year, longevity pay will not be granted for the following fiscal year.

Effective July 1, 2022 ~~2022~~, the monthly longevity increment shall be as follows:

~~[maintain status quo language re longevity, no increase]~~

~~Longevity Years 7/1/2020-6/30/2021~~      ~~Longevity, effective 7/1/2021-6/30/2024~~

<del>8-9 years</del>	<del>\$52.63</del>	<del>\$58.95</del>
<del>10-12 years</del>	<del>\$76.03</del>	<del>\$85.15</del>
<del>13-15 years</del>	<del>\$99.43</del>	<del>\$111.36</del>
<del>16-18 years</del>	<del>\$122.83</del>	<del>\$137.57</del>
<del>19-21 years</del>	<del>\$157.93</del>	<del>\$176.88</del>
<del>22-24 years</del>	<del>\$193.01</del>	<del>\$216.17</del>
<del>25+ years</del>	<del>\$228.10</del>	<del>\$255.47</del>

~~Longevity, effective 7/1/2024-6/30/2027~~

<del>8-9 years</del>	<del>\$67.79</del>
<del>10-12 years</del>	<del>\$97.92</del>
<del>13-15 years</del>	<del>\$128.06</del>
<del>16-18 years</del>	<del>\$158.21</del>
<del>19-21 years</del>	<del>\$203.41</del>

CSEA to District on 4/30/24 at 3:00 p.m.  
 District to CSEA on 4/30/24 at 345 pm  
 CSEA counter to District on 5/9/24 at 9:00 a.m.  
 MVWSD counter to CSEA on 5/9/24 at 11 am  
 CSEA counter to District on 5/9/24 at 11:30 a.m.  
 MVWSD counter to CSEA on 5/9/24 at 12:15 pm

~~22-24 years \$246.59~~  
~~25-29 years \$293.79~~  
~~30+ years \$337.85~~

**Longevity, effective 7/1/2024- 6/30/2027**

**8-9 years**    ~~\$61.89~~    **\$58.95**    \$61.89  
**10-12 years**    ~~\$89.41~~    **\$85.15**    \$89.41  
**13-15 years**    ~~\$116.92~~    **\$111.36**    \$116.92  
**16-18 years**    ~~\$144.44~~    **\$137.57**    \$144.44  
**19-21 years**    ~~\$185.72~~    **\$176.88**    \$185.72  
**22-24 years**    ~~\$226.97~~    **\$216.17**    \$226.97  
**25-29 years**    ~~\$268.24~~    **\$255.47**    \$268.24  
**30+ years**    ~~\$294.77~~

**[NOTE, add 30+ step to existing longevity table, in the amount listed below, effective July 1, 2024]**

**30+ years**    ~~\$308.79~~    **\$294.77**

~~14.3.2 CSEA and the District agree that the parties shall reserve the right to reopen Article 14.3, the longevity article, during any year of the 2024-2027 collective bargaining agreement.~~

Longevity pay shall be provided to ten-, eleven-, and twelve-month employees at the above monthly rates.

Part-time employees hired after January 1, 1993 shall receive longevity increments as a percentage of the above, based on the percentage of time worked.

14.4 Any full-time (8 hour) employee whose regularly assigned shift begins at 2:00pm shall receive four percent (4%) shift differential. Any full-time (8 hour) employee whose regularly assigned shift begins at 11:00 a.m. shall receive a two percent (2%) shift differential.

14.4.1 Food service employees who successfully pass and retain the food service certification shall receive \$25.00 per month.

CSEA to District on 4/30/24 at 3:00 p.m.  
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CSEA counter to District on 5/9/24 at 11:30 a.m.  
MVWSD counter to CSEA on 5/9/24 at 12:15 pm

14.5 The anniversary date for movement for one experience step to the next higher one shall be as follows:

14.5.1 If the employee's first day of work was before April 1, he or she shall move to the next higher experience step on the next July 1.

14.5.2 If the employee's first day of work was on or after April 1, he or she shall move to the next higher experience step on the next succeeding July 1.

#### 14.6 Benefits

14.6.1 California school employees are covered by California Workers Compensation Laws. Employees are insured at school or away from school when engaged in bona fide work for the District.

14.6.2 The District shall provide payroll deductions for those employees who elect to contribute and who are qualified to participate in a group income protection plan.

14.6.3 Credit Union privileges are available to employees. The District shall provide payroll deduction, if so requested in writing by the employee.

14.6.4 The District and the Association shall mutually agree upon health plans to be offered to unit members. The District shall provide the following contributions for current and new employees for medical, dental and vision health care:

95% - single party coverage

90% - two-party coverage

85% - family coverage

14.6.4.1 Unit members shall be responsible for the cost of benefit coverage over the District's contribution limit. The District shall have the right to deduct from the pay warrant of unit members their share of the cost of benefits on a monthly basis.

14.6.4.2 The District's contribution to medical, dental, and vision plans will be prorated on the basis of FTE status and percent of work year actually worked.

14.6.4.3 The District shall pay, based on the percentage of time worked, the premiums for the group medical, dental, or vision care plans for unit members employed at least 50% time or greater, i.e. for a 60% (sixty percent) employee the District would pay 60% of the medical, dental and vision premiums.

14.6.4.4 Unit Member Benefit Contributions for July and August

CSEA to District on 4/30/24 at 3:00 p.m.  
District to CSEA on 4/30/24 at 3:45 pm  
CSEA counter to District on 5/9/24 at 9:00 a.m.  
MVWSD counter to CSEA on 5/9/24 at 11 am  
CSEA counter to District on 5/9/24 at 11:30 a.m.  
MVWSD counter to CSEA on 5/9/24 at 12:15 pm

14.6.4.4.1 The District agrees to apportion the contribution toward benefit coverage for 10-month unit members for the months of July and August over the January through June pay warrants.

14.6.4.4.2 The District agrees to apportion the contribution toward benefit coverage for 11-month unit members for the month of July over the January through June pay warrants.

14.6.5.2 No unit member shall be covered under more than one benefit plan paid by the District. A unit Member with a spouse who is also employed by the District would be covered in the following manner:

14.6.5.2.1 No dependents: Option 1(a)—each may be covered under single party coverage or Option 1(b)—one two party coverage policy.

14.6.5.2.2 One dependent: Option 2(a)—single coverage policy for one employee and two party coverage for spouse/partner and dependent or Option 2(b)—one family coverage policy.

14.6.5.2.3 Two dependents: Option 3(a) – two party coverage for each employee with one dependent or Option 3(b)—one family coverage policy.

14.6.5.2.4 Three or more dependents: Option 4 --- one family coverage policy only (includes both employees and dependents).

14.6.5.2.5 Married unit members choosing Options 1(a); 1(b), 2(a), 2(b), 3(b), or 4 are eligible for cash out payments under Section 14.6.5 to one of the employee's Section 125 Accounts as agreed to in writing by both employees.

#### 14.6.5 Resigned Employees

14.6.6.2 Employees resigning from the District with ten (10) or more years of service have the option for receiving a cash payment for sick leave or transferring the sick leave to another agency.

14.6.6.3 If the option for receiving a cash payment is selected, the first sixty (60) days of sick leave would be paid at twenty-five percent (25%) and any additional days at six point four percent (6.4%) of the employee's daily rate at time of resignation. (For eligible employees who are retiring from the District, see Section 8.2.2.1).

14.6.6 Terminated Employees Any employee terminated by the District would not qualify for any sick leave cash payment.

CSEA to District on 4/30/24 at 3:00 p.m.  
District to CSEA on 4/30/24 at 3:45 pm  
CSEA counter to District on 5/9/24 at 9:00 a.m.  
MVWSD counter to CSEA on 5/9/24 at 11 am  
CSEA counter to District on 5/9/24 at 11:30 a.m.  
MVWSD counter to CSEA on 5/9/24 at 12:15 pm


14.6.7 Split Shift Differential Unit members who as part of a regular assignment, have a split of two (2) hours or more shall be compensated at a rate of three (3%) percent above the regular salary.

For the district



For CSEA



Alexis,  
Mayall  


RJU 5/9/2024

CSEA counter to District on 4/19/24 @ 2:15 p.m.

TA - 4/19/24  
@ 2:30pm

**MVWSD PROPOSALS TO CSEA  
2024-2025 SUCCESSOR NEGOTIATIONS  
April 19, 2024  
MVWSD changes in RED**

**Article 15—Professional Growth**

**The District proposes to amend Article 15 as indicated below:**

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

15.2 **An interested employee shall prepare a plan for his/her their** professional growth and submit the plan to the designated management employee for the employee's department. A conference **shall follow** ~~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 and non-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, **within fourteen (14) calendar days after issuance of the non-approval decision**, to the Human Resources whose decision shall be final.

~~15.3.1 Employees shall have fourteen (14) days from date of denial by the supervisor 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 on (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, 20**24**~~17~~ salary increments in the amount of four hundred dollars (\$400) per year may be earned for each **new** 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. The one-time amount shall be prorated based on FTE for each new five units of approved work.

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

CSEA counter to District on 4/19/24 @ 2:15 p.m.

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

15.5 Staff Development Committee **Activities**

Unit members shall be surveyed annually regarding staff development training and other options to serve specific job classes or District-wide needs. The District shall meet with the CSEA chapter President and their negotiation team to provide input related to surveys collected by the District. The District shall set aside the necessary funds to support the appropriate staff development activities, as determined by the district.

~~A classified staff development committee, composed of an equal number of District and CSEA unit members (no more than 3 representatives each), shall meet periodically 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 needs. The Committee shall provide their recommendations to the Superintendent or designee for review and consideration of available funding to support the activities. The District agrees to set aside six thousand dollars (\$6,000) per year for staff development to support recommended and approved staff development activities. Any unexpended or remaining amount shall not be carried over from year to year.~~

For MUUSD  
M 4/19/24  
Caratful 4/19/24

For CSEA  
RJU 4/19/24  
M.M. 4/19/24  
MA 4/19/24  
WR 4/19/24  
ang 4/19/24



TA-5/9/24

CSEA to District on 4/30/24 at 3:45 pm  
District to CSEA on 5/9/24 9:00am

**Article 21. Negotiations and Terms**

21.1 This Agreement shall be effective July 1, ~~2019~~ 2024, and shall continue in effect without change, addition, or amendment through June 30, ~~2022~~ 2027. Negotiated and approved changes, additions, or amendments during reopener and/or successor negotiations shall be included in an updated Agreement not later than July 1 following approval of the changes by the Governing Board, including Appendices.

Thereafter, this Agreement shall be automatically renewed or extended from year to year, unless either party serves notice, in writing, to the other party at least ninety (90) days prior to the expiration date of this Agreement, or subsequent anniversary date, of its desire to terminate or amend this Agreement. If a new Agreement is not reached prior to June 30, ~~2022~~ 2027, or any subsequent anniversary date thereafter, the parties may, by mutual agreement, extend the existing Agreement: ~~Article 21.4~~

~~21.1 In the second and third years of this agreement, either party p may reopen negotiations on Article 14 (Compensation and Benefits) plus two (2) additional articles of its choice. During either of the foregoing reopened negotiations, the parties may mutually agree to open negotiations on one or more articles to clarify or correct contract language that is causing or has caused operational problems. Any request to reopen negotiations must be in writing and received by the other party no later than October 1st, in each of the foregoing school years. In the event a request to reopen negotiations in not provided by October 1st, the parties agree that the terms of the collective bargaining agreement shall continue for the remainder of the contract year unchanged.~~

[NOTE TO BOTH TEAMS, AS PART OF CLEANUP BEFORE PRINTING, "FIND" ALL REFERENCES TO REORDERED/RELETTERED APPENDICES IN BODY OF THE CONTRACT TO MAKE SURE THEY ARE CONSISTENT WITH THE LETTERS BELOW]

**APPENDICES**

- A. Classified Salary Schedule
- B. Professional Growth Authorization Form
- C. Classified Evaluation Form
- ~~D. Classified Vacation Form (no longer in use)\*~~
- ~~E. Classified Personal Necessity Form (no longer in use)\*~~
- DF. Reclassification Request Packet – Group
- EG. Reclassification Request Packet – Individual
- FH. CSESAP Enrollment Form

~~\*Vacation and Personal Necessity Form no longer in use because absences are recorded and approved in the Aesop/Frontline Attendance Program.~~

For the district

Paralifnd

For CSEA



Wayde

Afennig,



RJU 5/9/24