

Tentative Agreement
 between
California School Employees Association Chapter #527 (CSEA)
 and
Mountain View-Los Altos Union High School District (DISTRICT)
 February 9, 2022

CSEA and the District have completed the salary portion of negotiations for the 2021-2024 school years (see below for details regarding salary agreement reached), and parties have reached the following tentative agreement for the 2021-24 school years.

I. Total Compensation

Salary Schedule Increase effective to July 1, 2021	5.0%
Net Increase (decrease) in District’s medical insurance and PERS payment	2.21%
Total Compensation Increase for 2021-22	7.21%

Salary Schedule Increase effective July 1, 2022	5.0%
Net Increase (decrease) in District’s medical insurance and PERS payment (to be included when available)	

Salary Schedule Increase effective July 1, 2023	5.0%
Net Increase (decrease) in District’s medical insurance and PERS payment (to be included when available)	

In the fall of 2024 the District and the Association will meet and confer for the Lookback for the 23/24 school year.

Contract Lookback Language

The following language will be added to the current “lookback provision” of the Existing CSEA/District Collective Agreement as part of the compensation settlement for Fiscal Years 2021-22, 2022-23 and 2023-24:

Additional Lookback Process for September 2024

When the negotiating parties meet in September of 2024 to review the lookback data for the third year of the agreement, they will add to their discussions the following process that could result in an additional District obligation to the customary lookback process described above.

If the Consumer Price Index (BLS Bay Area CPI-U for August) increases over the prior 12 (24) months by more than 4.2% (8.4 % over 24 mos); and if the District has met or exceeded each of its projected growth targets in total income and property tax for the past 12 (24) months as measured against the February, 2022 First Interim Report;

Then the District will be obligated to provide a retroactive salary increase for FY 2023-24 of 0.25% for every full 0.25% percent that the CPI exceeds 4.2% (8.4%), unless District faces a fiscal factor(s) that could not have been reasonably predicted at the time

of this agreement, and that would result in such salary schedule increases being fiscally imprudent.

At the end of the lookback process, if the District does not increase the salary schedule because of such fiscal factor(s) that would make it fiscally imprudent to implement an additional salary schedule increase, the District will submit to the Association a formal written analysis for its fiscal conclusions, including an analysis of how the above CPI and Revenue factors are outweighed by the fiscal factor(s) that could not reasonably be predicted at the time of this agreement.

II. Issues Deferred to the 2021-22 Cycle of Negotiations

The parties have agreed on other (non salary related) sunshined topics through the 2021-22 negotiation process and are bringing forward items to TA.

Summary of significant agreements within the 2021-22 Tentative Agreement in addition to the above salary increase agreement:

**note format updates to the linked contract and gender specific pronouns have been removed and replaced in order that the document be updated and inclusive.*

- **Incorporated new District Holiday (ARTICLE VIII)**
As of June 2021, the District incorporates June 19 “Juneteenth” as an official District paid holiday for those who work on June 19 effective June 19, 2021. The District will pay an additional paid day for all currently employed CSEA members who worked on June 19, 2021.
- **Applied additional compensation in lieu of continuance of Merit Pay effective 2021-22 (ARTICLE VI)**
In an effort to recognize that all CSEA employees should be compensated equitably, and in order to prevent any future PERS concerns regarding Merit Pay application in pension calculations, the District and CSEA have agreed to a one-time application of additional (comparable to Merit Pay 2 divided across each salary schedule cell in the year 2021-2022). This one-time, retroactive to July 1, 2021, additional compensation is being applied in lieu of continuing with the current merit pay system. After the one-time application of this additional compensation in each salary cell, the agreed upon 5% on schedule salary increase will be applied.
Once the equivalent dollar amount to Merit Pay 2 is incorporated into the CSEA salary schedule, as agreed to during the 2021-2022 negotiation process, it shall become the base by which future raises will be calculated upon. This across the board application of compensation is agreed to in order to address the following concerns regarding merit pay up until the 2021-22 school year:
 - missed evaluations that affect member merit pay due to no fault of the evaluatee
 - inconsistent application of merit pay across the district
 - time intensive racking of various rates of pay required to be completed on an individual basis (tracked by year and evaluation status)
- **Eliminated month/day proration related to longevity and vacation accrual (ARTICLE VIII) to the benefit of CSEA members**
Longevity: Agreed to apply longevity starting July 1 of the year in which the member will arrive at their 7th year of employment in MVLA no matter the anniversary date.

Agreed to eliminate proration of vacation accruals based on hire date for 10 and 11 month employees. Eliminated factoring in month/day anniversary date in order to calculate Vacation accrual. Ensured all District designated recess days are covered for all CSEA employees. Ensured School Therapists are incorporated in vacation accrual system, **Vacation:** Effective July 1, 2022 Vacation days accrued in addition to the designated paid Recess Days referred to below will be allocated at the start of employment for 10 and 11 month employees. All newly hired 10 and 11 month employees will be paid for any and all upcoming designated Recess Days in their initial year of hire. Should an 10 or 11month employee start late in the year and then quit before the year ends, paychecks will be adjusted as appropriate in order to ensure days worked and days paid are appropriately prorated based on hire and termination date.

No matter the hire date of a CSEA employee, the year within which the employee is hired will count as year 1 and once the employee reaches year 10 - per the chart below, additional vacation days will be allocated at the start of the year (July 1). 12 month CSEA employees will accrue one vacation day for each District designated Recess Day plus longevity days per below chart.

12 month employees are encouraged to take recess days as outlined by the school calendar as the calendar has been developed to promote health and wellness and allow for periodic time off in order to rest and recharge.

For 10 month employees:

Recess days and vacation accrual to be determined on an annual basis. See chart below

- **Expanded access to catastrophic leave (ARTICLE VIII)** when warranted by not requiring differential leave to be exhausted prior to accessing donating days
- **Confirmed quarantine language (ARTICLE VIII)**
Between March 2019 and June 2022, the District has paid in full for each member needing to quarantine due to a COVID 19 positive diagnosis. July 1, 2022 forward the above language will resume. Current legislation and or signed MOU between CSEA and District may override the above language should circumstances warrant. Should pandemic circumstances warrant, this language may be extended via MOU as appropriate.
- **Updated longevity, differentiated training and professional growth rates**

Differentiated Training Stipend update (ARTICLE VI): Beginning July 1, 2021, the differentiated training stipend shall be reset at the uniform rate of \$300.00 per month (to be paid out over the course of 10 months)

Longevity update (ARTICLE VI): After an employee's seventh (7th) consecutive year of uninterrupted employment in the District, a regular employee is eligible for longevity pay per annum commensurate with his/her fractional assignment as shown commencing the start of the year in which they will experience their 7th year of consecutive employment.

After Year	7	10	13	16	19
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Pay	\$1,150	\$2,308	\$3,459	\$4,613	\$5,766
After Year	22	25	28		
Pay	\$6,916	\$8,074	\$9,226		

As of July 1, 2019, School Therapists ("Therapists") employed on or before July 1, 2019 have the same seniority date of July 1, 2019. Moving forward any new hire Therapist will be assigned a seniority date according to their respective start date. In the event of a layoff, Board approved procedures for tie breakers will be implemented.

Professional growth:(ARTICLE VII)

The District will add Masters (to include Bachelor's degree at the rate of \$1582 - but only one stipend, Doctorate, Masters or Bachelors, will be issued annually. Pay the highest level degree) in accordance with the rates established on the salary schedule. Member to verify before July 31 2019 with proof - official transcripts - for application to 2019-2020 pay.

A professional growth award of \$713 may be earned upon completion of the equivalent of five (5) continuing education units. A maximum of five (5) awards (\$3,565) may be earned/awarded in any one year. The professional growth award shall not be pro-rated for employees on fractional assignments. The award is payable when earned. Employees in probationary or temporary status are not eligible for this award. Probationary employees, however shall be paid any professional growth award earned while in probationary status upon becoming permanent.

- **Updated evaluation language to ensure compliance: (ARTICLE XIII)**

See attached Probationary employees will be evaluated within three (3) and six (6) months after appointment. The purpose of these evaluations will be to determine the basis for appointing the probationary employee to permanent status. The District evaluation form for the three month period will indicate whether, at that point, the employee is meeting District probationary standards.

Each regular employee will be evaluated on the evaluation form provided by the District on an annual basis not later than May 15. The extension of the cycle is at the discretion of the Superintendent/designee. This extension of the evaluation cycle may be rescinded upon written request of either the unit member or the evaluator and the unit member will be returned to the regular cycle as prescribed above. This section does not preclude an unscheduled evaluation at any time at the discretion of the employee's supervisor.

- **Updated Agency fee (ARTICLE IV)**

The District shall distribute CSEA-supplied membership applications to new hires as part of the onboarding process. CSEA is responsible for supplying and providing updated membership applications to the District

1. Check off: CSEA shall have the sole and exclusive right to have membership dues, and initiation fees, deducted by the District for employees in the bargaining unit.
2. Dues Deduction: The District shall deduct in accordance with the CSEA Dues schedule, dues from the wages of all employees who are reported by CSEA to be members of CSEA.

All employees requesting changes in membership status shall be referred to CSEA Leadership.

The District recognizes that the membership agreement is between CSEA and the employee with regard to that employee's membership in CSEA.

● **Updated reclassification process: (ARTICLE XX)**

The parties shall establish a committee composed of up to three (3) representatives selected by the District and up to three (3) representatives selected by the Association (no person shall review a position to which they are an incumbent) to reach findings of fact regarding unit classifications as follows:

1. The committee shall meet at least once annually in the month of April.
2. The reclassification requests approved for review shall be interviewed if all committee members mutually agree such interview(s) is/are appropriate. Those not approved will be given a written reason why. (i.e. incomplete packet or submitted after published deadline.)
3. If a classification group is requesting to be interviewed, a maximum of three group representatives will be afforded the opportunity to speak on the larger group's behalf.
4. Each group will be provided up to 10 minutes to present and will have the opportunity to engage in question and answer for up to 10 minutes.
5. The applicants have an opportunity to request one or more of the following:
 - a) title change - for individual or classification
 - b) classification change - for individual or group
 - c) salary cell adjustments for classification
 - d) job description revision
 - e) classification additional step (i.e. Campus Supervisor revised to Campus Supervisor I and Campus Supervisor II)
 - i) should additional steps within a job title be requested, applicant(s) shall propose adjustments and provide information to the panel that would differentiate one step from one another
6. The committee may determine by mutual agreement of all members of the committee, any additional rules to which its operation shall be governed providing any such additional rules are not inconsistent with the above stated conditions.
7. This Article shall not limit the parties' (District and Association) rights to propose other positions for reclassification that have not been reviewed by the committee.
8. At the end of the panel interview process, the panel will make decisions regarding each respective request and publish response letters back to the applicant(s) regarding the panel's decision. Appropriate time, up to a month from that date, revisions/additions/changes will be implemented unless extenuating circumstances prevent completion and require that the panel request an extension by emailing the impacted member(s).

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• **Recalibrated Therapist Salary schedule (APPENDIX F)**

The District and Association have agreed to recalibrate the Classified School Therapist salary schedule in order to ensure it is in line with surrounding comparable district/provider salary schedules. The below modification (parallel Supervisory schedule range 10 to range 16) will occur in advance of the also agreed upon application of additional compensation in lieu of continuing with the merit pay system. After the one-time application of this additional compensation in each salary cell, the agreed upon 5% on schedule salary increase will occur retroactively to July 1, 2021.

CLASSIFICATION			2021-22 ADJUSTED BASE SCHOOL THERAPIST SALARY SCHEDULE Hourly/Monthly (Classified)					
			* below is not including 2021-22 one time compensation and 1.05% on schedule retroactively - see approved salary schedule					
Range	Hourly	Work Days	8 HOURS EACH DAY					
			RANGE	A	B	C	D	E
10 16 Range	Therapist	186	10	\$66.70	\$69.97	\$73.50	\$77.19	\$81.03
		186	16					
10	Therapist	Monthly	10	\$9925	\$10,410	\$10,938	\$11,485	\$12,058
			16	\$11,340	\$11,907	\$12,502	\$13,127	\$13,784

Master's Degree - \$2,746/year
 Doctorate - \$4392/year
 Out of class/ bilingual stipend - \$3000/year (per above differentiated)

Julie Cozine
 JULIE COZINE, PRESIDENT #527
 For CSEA

2/9/2022

Lyla Benson
 Lyla Benson asst. superintendent
 For the District

2/9/22

Jerry Fillingim
 Jerry Fillingim, Labor Relations Rep.
 for CSEA

2/10/22