

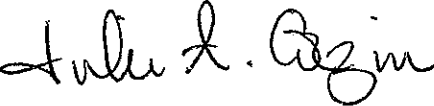
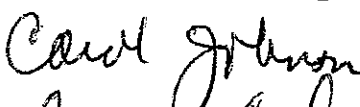

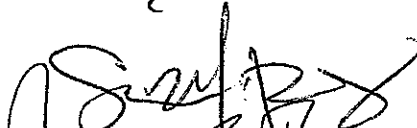
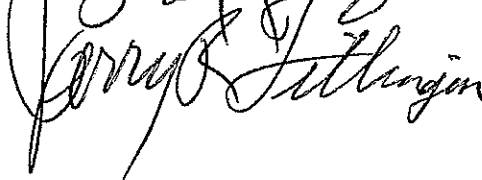


Tentative Agreement
 between
California School Employees Association Chapter #527
(CSEA)
 and
Mountain View-Los Altos Union High School District
(DISTRICT)

June 28, 2023

CSEA and the District have completed 2022-23 negotiations. Parties have reached the following tentative agreement effective the 2023-24 school year. Negotiations will resume Fall 2023 as we have agreed to continue negotiating annually. All agreements below are effective July 2023.

Signatures:

Signature	Printed Name	Title	Date
	Leyla Benson	Associate Supt.	June 28, 2023
	Mike Mathiesen	Assoc Supt Business Svcs	6/28/23
	JULIE CARZWE	PRESIDENT #527	6/28/2023
	Carol Johnson	V.P. # 527	6/28/2003
	Gina Cole	Assoc Secretary	6/28/23
	Laura Padilla	Negotiator Personnel Tech	6/28/23
	Jerry Fillingim	Labo+ Relations Representative	6/28/23

REST PERIODS:

Unit members who work more than 3.5 hours in a workday must be provided one 15-minute rest period. For those working more than 4 hours in a day, an additional 15-minute break must be provided for each major fraction of additional 4 hours worked. For purposes of this agreement, any major fraction of additional 4 hours worked is defined as in excess of 2.5 hours. Lunchtime is not included in the authorized (8) hours.

Employees are guaranteed a minimum 30 minute uninterrupted meal period. The employee and supervisor will collaborate to determine when break/lunch periods are to be authorized. In the event every effort is made to fairly collaborate, the district will make the final determination.

COMP TIME:

I. Compensatory Time

When extra hours or overtime is offered, it is at the sole discretion of the employee to choose compensatory time or compensation. No employee will be harmed in refusal of extra hours/overtime by site/district administration in whichever way they choose to process their hours (comp time vs. compensation).

The employee must receive prior supervisor approval before accruing compensatory time and/or overtime. Compensatory logs must be kept up to date by the employee and must be available to the supervising manager. Overtime timesheets are to be submitted by the employee monthly.

If the employee utilizes compensatory time, the unit member and District Administration (Site Principal) endeavor to agree upon a time when the compensatory time may be taken. If no agreement can be reached, the decision of the District shall be final. In any event, the compensatory time off shall be used within the school year that the compensatory time was earned or the District shall pay the unit member for all hours in excess of forty (40) at the end of the school year.

NOTE: Outside facility rental events are exempt from accruing compensatory time and will be paid out with overtime compensation.

BILINGUAL STIPEND:

The MVLA District acknowledges those who use their bilingual skills to benefit the district and community. Bilingual Stipends are available to those employees who apply and are deemed eligible per verbal and/or written exam. For the 2023-24 school year the district is offering bilingual stipends to those employees fluent in Spanish and English. Should there be a need for translation in other languages, additional languages may be offered and tested for. The need for additional languages would be determined through the formal negotiation

process. Beginning July 1, 2023, the following classifications will be open for Bilingual stipends. For the initial screening, tests will be administered in September 2023 and processed retroactively so that each employee is able to obtain a full first year stipend in proportion to the respective employee's work year:

Bilingual I: Ability to use spoken and written language to provide direction and services for all MVLA stakeholders. Bilingual I will be compensated at a flat rate of \$150 per month based on the employee's work year.

Bilingual II: Ability to use spoken and written language to translate for purposes of technical documentation, high level meetings, IEP's and other legal documents. Bilingual II will be compensated at a flat rate of \$300 per month based on the employee's work year.

Bilingual stipend shall be reset at the uniform rate of \$150.00/\$300.00 per month for a regular full-time employee, prorated for part-time status. Eligibility is determined through a verbal and written examination administered by the Personnel Department. All current CSEA employees will have an opportunity to apply beginning in September 2023 and all new employees, after that time, will be given the option to apply during their respective onboarding procedures. Once an individual employee has demonstrated bilingual proficiency, they also must attest that they will commit to utilizing their bilingual abilities as needed while performing their daily work duties and, on an as needed basis, in order to assist with student and community needs during their regularly scheduled workday. Examples: In classroom translation, calls, directions on campus, routing families to the right person, short emails. All employees with the bilingual stipend will also be eligible for outside of workday overtime projects/assignments. They can be asked but will not be required to complete these voluntary projects/assignments and compensated per contract. These projects would be significant/more time intensive so the individual would either need to stop regular work in order to assist and then work overtime to make up for lost time OR would need to perform the tasks after their own work hours and therefore work overtime. Examples: IEP meeting translation, long document translation, SST meeting translation, Parent/Teacher conference translation. In these circumstances, the employee would be paid at their respective hourly overtime rate.

Employees who hold a position with Bilingual in the title are not eligible for OT/Comp time for extra hours UNLESS the timing of meetings or extra work fall outside of their normal hours or they have been assigned a task that does not occur during regular work hours.

TECHNICAL CLEAN UP:

- “Notify CSEA”
 - Where in the contract it says “Notify CSEA” shall be changed to “Notify CSEA Chapter President and Labor Relations Representative.”
- **Appendix for MOUs** to be added

IAs:

The District will strategically work to increase as many current IA positions to 8 hours over the next two years (ending in July 2025) in order that all future IA positions span 8 hours and the student instructional day. CSEA recognizes this is based upon student need and district services and will defer to the district. Current employees, not at 8 hours and not wanting to convert will be exempt for the duration of their employment unless an overriding agreement is made during the course of subsequent District/CSEA negotiations.

- Move all IA's to Range 38
- Include training opportunities with the possibility of attached stipends

TRANSFER POLICIES:

A. General Provisions

- **Vacancies**

Permanent vacancies shall be posted for a minimum of five working days to allow interested and qualified bargaining unit members an opportunity to apply. No persons outside the bargaining unit shall be hired until all internal transfers have been implemented. Former employees who apply for a vacancy and are accepted shall retain all of their previous rights and benefits if their request for rehire is within one year of their resignation.

B. Employee Initiated Transfer

- **Lateral transfer** is a change of personnel within the same classification from school to school, school to district, or district to school. Seniority shall be one of the major factors considered in a voluntary lateral transfer. A unit employee may request, in writing, a transfer within the same classification, as defined above, without prejudice to the employee. Such a transfer request shall include a letter of interest for a specific position which will include their skills and qualifications. A new employee initiated transfer request will need to be submitted for each open position. The most senior applicant, with a satisfactory rating in their last performance evaluation, shall be transferred unless a compelling reason is provided as to why the candidate was not selected.
- **Promotion/Demotion Transfer**
 - **Increase/ Decrease of hours/work year**: Should a position within the same classification and either with additional hours or a reduction in hours/work year be posted, individuals within that same classification may express interest. Selections will be made solely based on seniority so long as the individual with highest seniority has a satisfactory last evaluation
 - **Transfer outside one's classification**: Employees who wish to transfer to a position (promotion/demotion) shall be given priority to transfer to the new classification

so long as they have the necessary skills and experience for the new position. Seniority can be considered but does not guarantee transfer. The transfer request shall include applicable skills and experience. An updated resume and/or letters of reference is recommended but not required. No interview will be required but may be scheduled.

C. Employer Initiated Transfer

Transfers are made by the District in the best interest of the District and in accordance with the provisions of this article. An involuntary transfer shall not be delayed during review of a grievance filed regarding the procedures set forth in these provisions.

When a permanent unit employee is transferred to a position which is the same salary range and classification, they shall retain the same salary placement and the same anniversary date. If a vacancy occurs in a given position, or if the District has needs, any employee who serves the same classification may be transferred based upon the needs of the efficient functioning of the District. Said transfer shall be at the discretion of the District. Notice shall be given to the employees and to the Chapter President and Labor Relations Representative a minimum of five (5) days prior to being transferred in order that the employee may have the opportunity to discuss the transfer with the appropriate supervisor or the Assistant Superintendent of Personnel. CSEA President and Labor Rep will work in conjunction with Site/District Personnel to ensure the process is equitable.

D. Position Rights

Employees who voluntarily initiate a promotion transfer, will retain their job rights for the previous position during the term of probation in the new position/classification. They will be guaranteed a return to their previous position classification.

Should an employee not satisfactorily complete their probationary period in the new position (whether it be promotion or demotion), a review will be conducted to determine if a well-matched position exists within their old classification they can return to.

VACATION PAYOUT:

Any unused accrued vacation will be paid off at the conclusion of the fiscal year in which it was earned for ten (10) month employees. Eleven (11) and twelve (12) month employees can carry over up to 40 days as described above or request a payout at the conclusion of the fiscal year.

Vacation Payout Calculation

- a. Total hourly compensation to be paid out for accrued vacation.

