

**Tentative Agreement between CSEA and
Mountain View Los Altos Union High School District
2020-2021**

The parties have reached the following tentative agreement over a successor collective agreement. The terms of the existing collective agreement will continue without change except for the revisions, additions, or modifications described in the tentative agreement. The negotiating parties will recommend this tentative agreement to their respective authorizing bodies.

Joanna Plymale
Joanna Plymale
President CSEA, Chapter 527

Leyla E. Benson
Leyla E. Benson, MVLA UHSD
Associate Superintendent Personnel

June 3, 2020
Date:

June 3, 2020
Date:

Jerry R. Fillingim
Jerry Fillingim, CSEA
Labor Relations Representative

June 3, 2020
Date:

Article VI (Wages):

1. Total Compensation

Increase in the District's PERS payment for 2019-20	1.659%
Increase in medical insurance premiums as percent of salary	0.77%
Non-recurring, lump-sum payment based on salary schedule, retroactive to July 1, 2019.....	2.0%
Total	4.429%

The above salary schedule increase for 2019-20 shall not waive the right of the CSEA to negotiate an agreement on an additional salary schedule increase for 2019-2020. Such negotiations shall include both the “Look Back” process and the regular salary negotiations for 2020-2021.

Article IX Hours:

- 2. Bell Schedule and Calendar for 2020-2021
 - o Attachments A ([bell schedule](#)) and B (2020 - 2021 [work calendars](#))

**Article VIII, Section B. 2
CSEA Work Calendar Adjustments for 2020-21 Work Year (10 and 11 month employees)**

For 10 and 11 month employees, August/ June timesheets will continue along with current school year pay periods. The District will not require vacation pay submittals for recess days (the days will be paid automatically and only requests for deductions will be processed) (required deductions will occur as appropriate*).

This new pilot agreement includes language that covers 2020-2021 calendar delta to acknowledge recess dates and make certain no CSEA employee has fewer days then designated recess days:

- October 12 and 13
- November 25
- December 21, 22
- March 15

For 10 month employees:

The District agrees to pay for calendar approved recess days in excess of the currently contractually agreed upon 10 day base allotment. 10 days are guaranteed and any additional will be covered by the District. This is to be determined on an annual basis. If, in the future, recess days total only 10 days (as outlined in the 2019-2020 CSEA contract), language will revert to the former accrual schedule as written in the 2019-2020 CSEA contract ([link contract page 23](#)). Recess days and vacation accrual to be determined on an annual basis.

For 2020-21
Base Allocation 16

YEARS	2020/21	CURRENT	DELTA
Year 1 - 5	16	10	6
Year 6 -9	16	13	3

Year 10 - 15	20	18	2
Year 16+	24	22	2

For 11 month employees:

The District agrees to pay for calendar approved recess days in excess of the currently contractually agreed upon 11 day base allotment. 11 days are guaranteed and any additional will be covered by the District. This is to be determined on an annual basis. If, in the future, recess days total only 11 days (as outlined in the 2019-2020 CSEA contract), language will revert to the former accrual schedule as written in the 2019-2020 CSEA contract ([link contract page 23](#)). Recess and vacation accrual to be determined on an annual basis.

For 2020-21
Base Allocation 17

YEARS	2020/21	CURRENT	DELTA
Year 1 - 5	17	11	6
Year 6 -9	17	14	3
Year 10 - 15	21	19	2
Year 16+	25	23	2

For 12 month employees, only base allotments of vacation days will be adjusted to match the total number of approved recess days for that year plus two days. If, in the future, recess days total only 12 days (as outlined in the 2019-2020 CSEA contract), language will revert to the former accrual schedule as written in the 2019-2020 CSEA contract ([link contract page 23](#)). Delta Recess Days to be determined on an annual basis.

For 2020-21
Base Allocation 18

YEARS	2020/21	CURRENT	DELTA
Year 1 - 5	18	12	6
Year 6 -9	18	15	3
Year 10 - 15	22	20	2

Year 16+	26	24	2
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Other work calendar changes:

- Cafeteria food service workers calendar will increase to “number of student days” + 3 days.
- Student Conduct Liaisons, Tutorial Center Coordinator and Athletic Trainers are allowed to submit a timesheet to attend the District scheduled Welcome Back meeting with all District Staff and District Office Personnel.

If conditions related to the Covid-19 pandemic change after the signing of this agreement, and as a result the implementation of employee work hours and schedule and/or CSEA Employees work calendar will be administratively or educationally impractical, the parties will reopen negotiations upon request.

ARTICLE VI

Work Hours - (NEW)

All MVLA CSEA employees may need to adjust work hours up to 45 minutes from the 2019-2020 schedule they were assigned. The District has a one time provision to inform employees up until June 29, 2020 to make this adjustment to fit the new bell schedule.

ARTICLE VIII

Leave Policies

Parental Leave

Add the agreement between CSEA and MVLA 2019-2020 dated 5/30/19.

Add as appendix F

Memorandum of Understanding - Pandemic - COVID

The Mountain View-Los Altos Union High School District (“District”) and California School Employees Association (“CSEA”) enter this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 (“COVID-19”).

Due to the decision by the Board of Trustees of the District to close schools to in-person learning, the parties recognize that staff may need to self-quarantine or become quarantined to slow the spread of illness arising from COVID-19 during the 2019-20 school year.

The parties agree to the following:

1. Unit members' compensation and benefits shall not be reduced as a result of District directed school closure during the 2019-2020 school year.
2. Unit members who may have been, or were potentially exposed, to the coronavirus and are required to be officially quarantined while schools in the District are still open, shall be placed on paid leave. This leave shall not be deducted from the member's sick, personal, or extended illness leave during the 2019-2020 school year.
3. Unit members who have a higher risk for serious illness from COVID-19 because of age, a serious long-term health problem, or otherwise, shall not be required to report to a worksite during school closures during the 2019-2020 school year.
4. During times of high risk of contagion, unit members who have a higher risk of infection, or serious illness due to exposure, shall not be required to report to a worksite. A doctor's note will be required by the District.
5. When the date for reopening schools is established, CSEA members will be provided at least one business day in advance notice.
6. The District will provide, as able, hand soap and hand sanitizer for every classroom and bathroom, hand washing stations around every campus to be placed strategically near every wing, and access to hand sanitizer at each unit member workstation who does not have a traditional classroom.
7. The District will ensure, as able, that there are accessible sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) functioning with hot water and kept stocked with soap and paper towels before staff or students return.
8. If schools are reopened, the District will ensure that every office and classroom is cleaned and sanitized regularly during the COVID-19 outbreak according to CDC recommendations.
9. All closed schools will go through a deep clean before staff or students return. Districts will comply with Cal-OSHA guidelines.
10. If the state or the District requires students to make up days for the 2019-20 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.

11. Traditional ~~teacher~~ contractual work hours shall be suspended while distance learning is occurring.
12. Members asked to work on at the sites, per direction of management, will be afforded the option not to and will be provided differential compensation.
13. Members are asked to generally be available during typical work hours to perform remote duties. There will be flexibility granted as the District is aware that families sheltering in place may have unique circumstances preventing them from being fully accessible during all “business” hours. This is in effect for the 2019-2020 school year.
14. As the COVID-19 National Emergency further develops, both parties agree to negotiate any further modification to the work hours and or duties.
15. All provisions of the contract remain enforced unless mutually agreed upon by both parties.
16. If the state or federal government make reimbursement available for leave taken for required quarantine or hospitalization due to Covid-19, the district shall seek reimbursement from the state or federal government and return any leave deducted from the employee.
17. Extra compensation opportunities are suspended until the in-person school program resumes.
18. Both parties acknowledge the workload impact of working remotely and agree to monitor and discuss those impacts as they develop.

This MOU shall expire in full without precedent on August 1, 2020, unless extended by mutual written agreement.

ARTICLE V

DEFINITIONS

C. Probationary Employee

An employee hired as other than temporary shall serve the first six (6) months in paid probationary status. If an employee’s probationary period is interrupted by an unpaid break of more than five (5) days, the probationary period shall be continued until the employee serves a total of two hundred sixty-one (261) days in paid status.

ARTICLE XIII

EVALUATION PROCEDURES

B. Time of Evaluation

Effective July 1, 2020, probationary employees will be evaluated within three (3) months and at 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 a three-month period will indicate whether, at that point, the employee is meeting District probationary standards. Probationary employees are not eligible to receive Merit Pay.

ARTICLE VIII

LEAVE POLICIES

A. Holidays All holidays will be shown on the classified employees' calendar. Legal Holidays Legal holidays are those prescribed by the Education Code and will be provided for in the District classified service calendar for the year. Each employee is entitled to the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Day, and Martin Luther King Day. In addition, Lincoln's Day, Washington's Day, Memorial Day, and Veterans' Day, in lieu of specified holidays, plus one day in lieu of Admissions Day are holidays granted which shall provide for at least three (3) three-day weekends.

2. Local Holidays Classified employees are entitled to five (5) local holidays per year, four (4) to be calendared during the Christmas Holiday period and one (1) assigned by the District.