

***Agreement Between***  
**the**  
***Morgan Hill Unified School District***  
**and**  
**Morgan Hill Federation of Teachers**

**A Three-Year Contract**  
**July 1, 2018 through June 30, 2021**

*Ratified August 29, 2019*

*The Governing Board of the Morgan Hill Unified School District is committed to equal opportunity for all individuals in education. Morgan Hill Unified School District programs and activities do not discriminate on the basis of gender, gender identity, age, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics. The Board shall promote programs, which ensure that discriminatory practices are eliminated in all district activities. Reference: Board Policy 0410*

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## **ARTICLE 1. AGREEMENT**

This Agreement, hereinafter referred to as the "Agreement", is entered into by and between the Morgan Hill Unified School District, hereinafter referred to as the "District", and the Morgan Hill Federation of Teachers, Local 2022 AFL/CIO hereinafter referred to as the "Federation".

## **ARTICLE 2. RECOGNITION**

The District recognizes the Federation as the exclusive representative, pursuant to Article 5 of the Educational Employment Relations Act, for District certificated employees, including teachers with a child care permit, as follows:

"All certificated employees, [including teachers with a child care permit], except:

- 1) those designated by the Board of Education as management, supervisory and/or confidential, which positions include, but are not limited to, superintendent, associate superintendent, assistant superintendent, director, coordinator, principal, assistant principal, administrative assistant and administrative intern;
- 2) psychologists and psychometrists;
- 3) substitute teachers; and
- 4) summer school teachers."

## ARTICLE 3. RIGHTS

### 3.1 District Rights

- 3.1.1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to: a) determine its organization; b) direct the work of its employees; c) determine the times and hours of operation; d) determine the kinds and levels of services to be provided, and the methods and means of providing them; e) establish its educational policies, goals and objectives; f) ensure the rights and educational opportunities of students; g) determine staffing patterns; h) determine the number and kinds of personnel required; i) maintain the efficiency of District operations; j) determine the curriculum; k) build, move or modify facilities; l) establish budget procedures and determine budgetary allocations; m) determine the methods of raising revenue; and n) contract out work.

In addition, the District retains the right to hire, classify, assign, evaluate, promote and dismiss employees.

- 3.1.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 3.1.3 Further, the District retains all of its powers and authority to take action on any matter in the event of an emergency. A declaration of emergency must relate directly to the safety or welfare of students or employees of the District.
- 3.1.4 The District must comply with all Federal and State requirements for the assignment and licensure of each and every teacher employed by the District. The District and Federation will meet to negotiate the effects of new laws related to certification and assignment requirements.

### 3.2 Federation Rights

The Federation shall have the right to:

- 3.2.1 Use school facilities to meet with unit members at a time and place authorized by the District. Use of District facilities shall be available upon execution and approval of a Facility Use Agreement, provided such meetings do not interfere with District or school programs and/or assigned duties or activities of District employees.
- 3.2.2 Distribute Federation material through the intra-district mail service and/or electronic mail service in accordance with Education Code 7054 and Board Policy and Administrative Regulation 4040, use building mailboxes, and use bulletin boards for the purpose of posting notices and bulletins regarding the official business or activities of the Federation subject to the following conditions: all posted material and items placed in the school mailboxes shall contain the date of posting or distribution and the identification of the organization together with the official authorization by the Federation President or designee.

- 3.2.3 Examine public documents which are necessary for the enforcement of this Agreement and the negotiation of future agreements and, upon written request, receive such documents/information in a timely manner.
- 3.2.4 Be granted reasonable release time and suffer no loss of pay when the District and the Federation jointly schedule negotiating sessions pertaining to the collective bargaining agreement during unit members' assigned work hours.
- 3.2.5 Be given excused absence leave with substitute differential pay for a maximum of twenty (20) personal days per school year, upon prior notification to the District, for the purpose of fulfilling the responsibilities of the Federation that are imposed by this Agreement.
- 3.2.6 The board agenda, board packet, and board minutes will be available online.
- 3.2.7 Have a Federation representative address the Board during regularly scheduled board meetings.
- 3.2.8 The District and the Federation shall mutually agree to the format of this Agreement, quantity to print, and shall share equally in the cost of printing. This Agreement shall be available electronically on the websites of the District and the Federation.
- 3.2.9 Utilize the Grievance Procedure in the event of an alleged violation of the provisions of this Article beginning at Step Two.
- 3.2.10 Consult on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks to the extent such matters are within the discretion of the District under the law.

The Federation has the right to mutually establish with management the process for developing recommendations and engaging teacher expertise on issues of curriculum, assessment and instruction.

#### 3.2.11 Curriculum Councils

Each year a joint MHFT/MHUSD Curriculum Council for Elementary and Secondary levels will be formed. The role of the Curriculum Councils is to engage in two-way communication and dialogue regarding District initiatives related to curriculum, instruction and assessment resulting in recommendations to the governing board. The majority of voting members of each Curriculum Council will be unit members.

- 3.2.11.1 The Elementary Curriculum Council will consist of two (2) unit members from each TK/K-5 and TK/K-8 site and will include a cross representation of grade levels and other unit members working at the elementary level.
- 3.2.11.2 The Secondary Curriculum Council should offer cross-representation from subject areas/departments and will have the following membership:
  - One (1) 6-8 representative from each TK/K-8 school
  - Six (6) 6-8 representatives from each 6-8 school
  - Eight (8) representatives from each 9-12 Comprehensive High School
  - One (1) representative from each Continuation High School



- 3.2.11.3 The Secondary and Elementary Federation vice presidents and one District representative will facilitate the appropriate Curriculum Council. The shared facilitation responsibilities will include setting meeting agendas, leading meetings, confirming voting results, and ensuring minutes are distributed.
- 3.2.11.4 Councils will determine when a task force is necessary, facilitate the task force, and ensure that the tasks are accomplished. A majority of voting members for each Task Force will be unit members. Topics for Curriculum Council Task Forces may include, but are not limited to, such topics as: GATE, report cards, textbooks, course development, course outlines, graduation guidelines, curriculum maps or pacing guides, instructional technology, district benchmarks, ELD curriculum guides, and Special Education
- 3.2.11.5 Participation on councils and task forces is voluntary, after-hours, and non-paid.
- 3.2.11.6 Council and Task Force meetings will be open meetings. The agenda for an upcoming meeting will be distributed at least two (2) days before each meeting. The meeting minutes will be available electronically after each meeting. The results of votes will also be available electronically.
- 3.2.12 The Federation shall be represented in the hiring of any certificated personnel or other personnel who potentially impact the working conditions of certificated employees represented by the Federation. These positions include, but are not necessarily limited to, the superintendent, the deputy superintendent, the assistant superintendent, the chief fiscal officer, directors (both level I and II), special services management, psychologists, principals, and assistant principals. The District will notify the Federation at the time of postings.
- The Federation President may represent the interests of the Federation or may solicit representation from appropriate levels of affected employees.
- The Federation recognizes the right of the Superintendent/Board of Trustees to final decision-making regarding hires and the right to appoint any of the above mentioned positions.
- 3.2.17 Site leadership teams, Federation building representatives and site administrators will survey the staff and confer regarding which site committees will be formed during each year and the level of participation on each committee. Shared decision-making may be used in this manner to develop work around the following issues, but are not limited to: alternative bell schedules, trust agreements, safety rules, dress-code and site discipline policies.
- 3.2.18 Due process will be afforded to any non-compliant Federation member as a result of any new licensure requirement by law. Penalties for lack of compliance due to newly implemented laws are not appropriate for those bargaining unit members who have not had an opportunity to demonstrate or achieve compliance in a reasonable time with regard to new law requirements.

The District shall make every effort to replace non-compliant teachers with fully credentialed teachers.

### 3.3 MHFT Dues and Bargaining Agent Maintenance Fee

3.3.1 A unit member may join the Federation at any time after their date of hire. The Federation is responsible for ensuring that union dues and voluntary contributions are deducted from all Federation members. Federation members may change the authorization for dues deduction during the period not less than 30 days and not more than 45 days before 1) the annual anniversary date when the member joined the Federation or 2) the date of termination of this Agreement by contacting the Federation office or an officer.

#### 3.3.1.1 New Hires

All bargaining unit members at the time of hire or entry into the bargaining unit may execute an authorization for the payroll deduction of union dues determined by the Union. The District shall on a monthly basis notify the Federation of the names, home addresses, and assignment of all newly hired members. The District shall notify the Federation at least ten (10) days prior to any District orientation planned for new unit members and shall agendize the Federation at this orientation.

#### 3.3.2 Forwarding the Dues Deducted

The District will remit promptly all dues deducted pursuant to authorization of the Federation on behalf of the employees. The District agrees to remit promptly such money to the Morgan Hill Federation of Teachers accompanied by a list of names and members of the unit for whom such deductions have been made.

#### 3.3.3 The Federation shall inform all unit members of their obligation under this article.

3.3.3.1 Failure of the Federation to inform employees of their obligation shall not be a defense for any member of the unit who fails to comply with this article.

3.3.3.2 The dues and voluntary contributions may be paid either by authorization of payroll deduction as provided for in 3.3.2 of this agreement or via a single cash payment.

3.3.3.3 By October 1 or upon request, the District shall provide the following information to the Federation for all newly employed members of the unit for the school year and of all members of the unit re-employed for the school year: name, job title, work location, home and personal cellular telephone number, personal email address, and home address as provided by employee. Subsequently, this information will be provided to the Federation upon request for all unit members.

3.3.3.4 The Federation shall indemnify and hold harmless the District against any and all loss because of civil or other action resulting from administration and implementation of this Article.

3.3.3.5 Enforcement of Sections 3.3.3.1, 3.3.3.2 and 3.3.3.4 as they apply to bargaining unit members shall be the sole responsibility of the Federation.

### 3.4 Personal and Academic Freedom

- 3.4.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the pupil(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint that might interfere with the unit member's obligation to pursue truth in the performance of his/her teaching functions.
- 3.4.2 A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law and approved Board Policies.
- 3.4.3 In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content in an objective manner. A unit member, however, shall not utilize her/his position to indoctrinate pupils with her/his own personal, political and/or religious views.
- 3.4.4 The personal life of a unit member is not an appropriate concern of the District unless it violates local, state or federal law or it impacts the unit member's performance of duties.
- 3.4.5 Certificated bargaining unit members are entitled to full constitutional rights of citizenship. Unit members shall not be disciplined because of speaking out on an issue of public concern or engaging in the free exercise of the unit member's religion or engaging in political activities, so long as the unit member does not violate any local, state or federal law.

### 3.5 Safety Conditions

- 3.5.1 Unit members shall follow safety rules and regulations adopted by the District.
- 3.5.2 Unit members are required to use District provided safety equipment in the performance of their duties.
- 3.5.3 Unit members are required to adhere to the school site Safety Plan which is annually updated and submitted to the Board of Education.

## ARTICLE 4. COMPENSATION

### 4.1 Definition of Credit of College/University Instruction

4.1.1 Credits earned for salary column placement must have been taken from a college or university accredited by an agency recognized by the U.S. Department of Education as competent to accredit or by an alternative agency acceptable to the Morgan Hill Unified School District.

4.1.2 One semester credit = 1 ½ (one-and-one-half) quarter units.

Quarter unit = 2/3 (two thirds) of semester unit.

### 4.2 Initial Placement on Salary Schedule

#### 4.2.1 Step Placement

4.2.1.1 Unit members with no creditable teaching experience shall begin on Step One.

4.2.1.2 The district will recognize up to fourteen (14) years of creditable service for initial placement on the salary schedule.

4.2.1.3 A year of creditable experience shall mean equivalent paid experience, under contract, for at least three-fourths (3/4) the number of days school was in session in K-12 public school systems or K-12 private schools accredited by an accrediting agency recognized by the U.S. Department of Education. For adult educators, a year of creditable experience shall mean 1050 hours worked during any given contract year. Beginning with the year 2000, service credit for initial salary scale placement may also be granted for teaching experience in Universities, Community Colleges and foreign countries. Placement will be determined on a case by case basis with the approval of District administration and Union President or designee. Such credit is subject to the same maximum years limit described in 4.2.1.2.

#### 4.2.2 Column Placement

4.2.2.1 Initial column placement shall be based on credits as defined in 4.1. The District shall recognize credits as defined in Section 4.1 acquired after the completion of the units for a Bachelor's Degree.

4.2.2.2 To be acceptable, credits shall have received a grade of "C" (or pass in a pass/fail class) or better and shall be in an area of study deemed by the District to be appropriate to the unit member's assignment.

### 4.3 Incentive Grant

4.3.1 The Board of Education may identify one or more instructional areas in which there is a critical need for certificated staff. In addition, the Board of Education may require certain specific qualifications.

4.3.2 Those staff members employed in these identified areas and meeting these particular qualifications shall be eligible for an employment incentive grant.

4.3.3 This grant will be paid in two annual increments on or before December 1<sup>st</sup> of each year, up to a total of two thousand dollars (\$2,000).

4.3.4 Unit members hired for the 2019-20 school year may be eligible to receive an incentive grant of up to three thousand dollars (\$3,000).

#### 4.4 Advancement on the Salary Schedule

##### 4.4.1 Annual Step Advancement

A unit member shall advance one (1) annual step at the beginning of the school year following any school year in which the unit member worked at least three-fourths (3/4) of the number of days in which school was in session.

4.4.1.1 The annual step advancement shall be withheld if the unit member receives an unsatisfactory summary evaluation, pursuant to the procedures provided in Article 16. If a unit member is at Step 11 or above, current step position shall be maintained for one (1) year, pursuant to the provisions of this article.

4.4.1.2 In the event the annual step advancement is withheld, the unit member may appeal the withholding of the annual step advancement to the Superintendent, whose decision shall be final and binding.

4.4.1.3 In the event the annual step is withheld or the current career increment position is maintained:

- a) A sum equal to the step advancement withheld shall be placed in the budget category for professional development.
- b) During the school year in which the step is withheld the District shall provide the unit member with a program of professional development per Article 16.11. If the District fails to provide such a program, then the District shall reinstate the step retroactive to the beginning of the year.
- c) Unit members receiving a satisfactory summary evaluation during or following a year of professional development shall for the subsequent year be granted both their regular step advancement and the step advancement previously withheld. Wages lost during the year of professional development shall not be reimbursed.
- d) No unit member shall have the annual step advancement and/or career increment withheld for more than two (2) consecutive years.

##### 4.4.2 Column Reclassification *Please see sideletter in the addenda*

4.4.2.1 To move from the column I classification to the column II classification for the succeeding school year, a unit member shall have completed forty-five (45) semester credits or equivalent beyond their Bachelor's Degree; to move from the column II classification to the column III classification, a unit member shall have completed sixty (60) semester units or equivalent as defined in Section 4.1

above, or have completed special programs and/or projects approved by the District.

Continuing Education units may, with prior approval, be converted to semester credits for salary column change purposes on the basis of two (2) continuing education units equals one (1) semester credit if a grade or credit is granted.

- 4.4.2.2 The semester credit equivalency of all such projects and programs cited in 4.4.2.1 shall be determined by the District and communicated to the unit member prior to the beginning of the project.
- 4.4.2.3 All credits applied to column reclassification shall have had the approval of the site administrator and the District prior to the first class session.
- 4.4.2.4 If the District Office receives from a unit member a course approval form fifteen (15) working days prior to the first class session, the District Office will communicate the acceptance or denial of the units prior to the first session of the class.
- 4.4.2.5 Prior to the column reclassification, verification of credits in the form of official transcripts or an official grade report shall be received by the District. Upon receipt of the official transcripts or proof of a completed class reflecting the date, institution and class name, credits and grade received, the unit member will receive the column change and retroactive pay increase no later than December 1st of the year in which reclassification is effective.

#### 4.5 Reimbursement for Additional Teaching Certification Areas

- 4.5.1 If the Board of Education declares by a declaration of need, specific teaching areas of certification to be reimbursable to individuals for costs incurred, unit members may, with prior written approval embark on a program leading to certification in those areas.
- 4.5.2 A specific certification shall be one which did not appear on the unit member's California teaching credential prior to the declaration of the need by the Board of Education.
- 4.5.3 A unit member may be reimbursed for only one additional area of certification in each year the Board of Education declares a need in the District.
- 4.5.4 Verification of the additional area of certification shall be in the form of an official copy of a California teaching credential stating the specific new certification earned by the unit member. No less than ten (10) nor more than twenty-three (23) months may elapse between the declaration by the Board and the presentation of the certification document by the unit member.
- 4.5.5 Approved reimbursement of costs to a unit member may include documented tuition fees and book costs at an accredited college or university, and/or other costs as determined by the District not to exceed two thousand dollars (\$2,000) for each area of additional certification earned by a unit member.
- 4.5.6 Reimbursement by the District shall be made within thirty (30) work days following the date on which reimbursement and certification documents are presented.

#### 4.6 Additional Certifications and Compensation

##### 4.6.1 Master's and Doctoral Degree

The District shall grant one thousand five hundred dollars (\$1,500) per year to each unit member who has earned a Master's or Doctoral degree from any college or university currently accredited by an accrediting agency recognized by the U.S. Department of Education, in a field directly related to the unit member's educational assignment.

##### 4.6.2 Additional Certification

The District shall grant one thousand five hundred dollars (\$1,500) per year to each unit member who currently holds a BCLAD (bilingual authorization) or Special Education certification, who is assigned to a bilingual classroom or Special Education assignment and maintains a "meets" or "exceeds" standards on their overall summary evaluation.

##### 4.6.3 Unit members may receive compensation payments for up to two (2) additional certifications.

#### 4.7 Annual Salaries

##### 4.7.1 Teachers, nurses, therapists, librarians and counselors:

Teachers, nurses, therapists, librarians and counselors shall be paid according to the appropriate salary schedule.

Effective July 1, 2019, the salary schedule for the 2019-20 contract shall be improved as follows:

1.5% increase to the 2018-19 Basic Salary Schedule and the 2018-19 Preschool Teacher Salary Schedule and the 2018-19 Intern Salary Schedule (see Addenda I, II and III).

Effective July 1, 2020, the salary schedule for the 2020-21 contract shall be improved as follows:

1.5% increase to the 2019-20 Basic Salary Schedule and the 2019-20 Preschool Teacher Salary Schedule and the 2019-20 Intern Salary Schedule (see Addenda I, II and III).

##### 4.7.2 Librarians and counselors:

a) Counselors are required to work up to an additional fifteen (15) days beyond the unit member's basic work year. Librarians may work up to an additional ten (10) days beyond the unit member's basic work year. (See Article 12.1.4).

b) Librarians and counselors shall be paid at their daily rate for any additional days they are required to work beyond the basic work year.

#### 4.8 Hourly Rates

##### 4.8.1 Adult Education

Adult Education - Instructors shall be paid \$35.00 per hour.

4.8.2 Home Instruction and Miscellaneous Hourly Rate

The home instruction and miscellaneous certificated hourly rate shall be \$32.00. This rate applies to all hourly certificated assignments.



## ARTICLE 5. ADDITIONAL COMPENSATION

- 5.1 A unit member may earn compensation in addition to schedule provisions in the form of an "extra duty" assignment. Extra duty is an assignment offered by the District for which a special contract is issued.
- 5.2 Compensation for extra duty shall be in multiples of pay units. The value of a unit shall be increased by an amount equal to the percentage increase in the salary schedule.
- |             |         |
|-------------|---------|
| 2017 – 2018 | \$1,600 |
| 2018 – 2019 | \$1,640 |
- 5.3 The District may issue extra duty contracts up to a maximum of three (3) units per assignment.
- 5.4 Extra duty contracts that entail duties that occur outside the regular school day shall be posted district-wide if site specific staff members do not fill the position.
- 5.5 Middle School Curriculum Associates will be paid 1.5 extra duty units per assignment. Of the five (5) assignments, four (4) will be core curriculum assignments of Mathematics, English, Science and Social Science.
- 5.6 Extra-curricular core program-Grades 7-12. Core program positions will be classified and paid according to the following ranges. Once placed within the range, stipends will increase at the rate of 0.1 units per year up to the maximum of the stated range.

Category 1                      Range of 2 to 3 units  
Head varsity coaches, high school athletic director, high school ASB advisor, athletic trainer

Category 2                      Range of 1.5 to 2.5 units  
Assist. varsity coaches, JV head coaches, high school: cheerleading coach, drama instructor, band director, newspaper advisor, and yearbook advisor. Middle school ASB and athletic director

Category 3                      Range of 1 to 2 units  
Assist. JV coach, frosh head coach, and middle school: cheerleading, drama, band, newspaper, and yearbook advisors

Category 4                      Range of .5 to 1 unit  
Middle School Coach

The core program shall consist of the following activities and/or positions: (The number in parentheses is the total authorized by the Board.)

Directors/Advisors, 7-12:		Athletics per 9-12 School:
ASB Director	one per 7-12 school	Athletic Trainer (1)
Athletic Director	one per 7-12 school	Football (7)
Band	one per 7-12 school	Cross-Country, Coed (1)
Drama	one per 7-12 school	Water polo, Boys (2)
Yearbook	one per 7-12 school	Water polo, Girls (2)
Newspaper	one per 7-12 school	Field Hockey (2)

Cheerleading Advisor	one per 7-12 school	Volleyball, girls (2)
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**Athletics, 7-8:**

Softball	one per grade/school	Tennis, girls (1)
Wrestling	one per grade/school	Soccer, boys (2)
Basketball boys	two per school	Soccer, girls (2)
Basketball, girls	two per school	Basketball, boys 2 (1 varsity, 1 JV)
Track, coed	one per school	Basketball, girls 2 (1 varsity, 1 JV)
Volleyball	one per grade/school	Wrestling (2)
Cross Country, coed	one per school	Badminton (1)
Soccer	one per grade/school	Track, coed (4): 2 head, 2 assist.
		Track, coed (4): 2 head, 2 assist.
		Swimming, boys (1)
		Swimming, girls (1)
		Diving, coed (1)
		Tennis, boys (1)
		Baseball (2)
		Softball (2)
		Golf, boys (1)
		Golf, girls (1)
		Volleyball, boys (2)

- 5.7 Extra-curricular discretionary program-Grades K-12. The District may issue extra duty contracts on an annual basis of up to a maximum of three (3) units per assignment for activities and programs not included in Section 5.6.
- 5.8 If a unit member agrees to work as an athletic coach (grades 9-12) in addition to a full time assignment not including an athletic course, the District agrees to compensate at the rate of one extra duty unit per season in addition to the coaching stipend. Stipends paid to put a coach back in the classroom under Section 5.7 will not be funded by the extra-curricular budget, or if that budget is used, it will be reimbursed in full. Unit members being paid for a 6th period athletic stipend are exempt from the one unit stipend. See 5.16.3.5.
- 5.9 All coaches, volunteer and paid, must meet the legal requirements of being finger printed, possession of First Aid/CPR certification, and completion of required coaches training and certification and any other documentation required by the site and the District. Principals and Athletic Directors are responsible for verifying that all individuals involved in District sports teams have met the legal certification requirements. Individuals may not be present on athletic fields or venues until verification has been verified. Paperwork must be on file in the Morgan Hill Unified School District office prior to the issuance of a contract.
- 5.10 Sixth Period Coaching Stipends
- 5.10.1 It has been the goal of the District to promote athletic opportunities based on the following criteria:
- The protection of PE jobs.
  - Maintaining the requirement for one year of PE at 9<sup>th</sup> grade.
  - Minimize students missing school due to participation in sports.
  - Minimize the impact on the master schedule.
  - Maximize the number of on-campus coaches.

- Offer extra-curricular opportunities according to Title IX regulations.
- Continue to give unit members who coach a reasonable length of time for their workday.
- Provide the core program of athletic offerings while remaining fiscally solvent.

5.10.2 The unit members (and their student athletes) will be scheduled in to a 0-5 period day whenever possible to accommodate the sports listed below:

Fall Sports	Winter Sports	Spring Sports
Varsity Field Hockey	JV Boys and Girls Soccer	Varsity Baseball
JV Field Hockey	Varsity Boys and Girls Soccer	Varsity Softball
Varsity Boys and Girls Water Polo		JV Baseball
JV Boys and Girls Water Polo		JV Softball

5.10.2.1 All unit member teams/sports other than those listed above (and scheduled 1-6) would have a 6<sup>th</sup> period PE class to minimize absences for athletics whenever possible.

#### 5.10.3 Unit Member/Coaching Assignments

5.10.3.1 Unit members would be assigned a 0-5 period day configuration or a 1-6 period day configuration dependent on the sport the member coaches. For example, early release games require a 0-5 schedule. All athletics will be scheduled outside the six period day.

5.10.3.2 On-site unit members will be given preference for coaching assignments over off-site unit members. Off-site unit members will be given preference over walk-on coaches.

5.10.3.3 Article 15 of the collective bargaining agreement denotes compensation options available to teachers of combination classes wherein teachers are paid an extra stipend for taking on a more difficult assignment due to staffing considerations. The District and the Federation recognize that coaches who give up an athletic period are taking on more work for less pay in order to enhance educational and extracurricular opportunities for students. Increasing the maximum number of stipends previously paid for this work is a mutual attempt to compensate these teacher/coaches for their willingness to support students in this way.

5.10.3.4 Unit members, grades 9-12, taking on coaching responsibilities will be given no more than two academic preparations other than PE whenever possible. If a unit member/coach cannot be assigned only two academic preps, the unit member coach will be offered a menu of choices mutually agreeable to both the administration and said unit member.

Possible choices might include:

- A P.E. class assignment or counseling period (if the member has the appropriate credential.)
- The placement of the preparation period in the unit member's schedule, whenever possible.

- Up to five days of release time for instructional purposes.

5.10.3.5 Unit members, grades 9-12, taking on coaching responsibilities will be given one (1) additional extra duty unit beyond that denoted in Article 5 of the collective bargaining agreement. This athletic period stipend is given to compensate the unit member who is no longer coaching during the final period of the work day as allowed in the Article 5.8 of the collective bargaining agreement. A maximum of 5 unit members will be compensated, per site, during each athletic season (i.e., fall, winter, spring for a site maximum of 15 stipends) with an athletic period stipend as delineated above. These stipends are first offered to varsity head coaches and junior varsity head coaches. Decisions regarding distribution will be made in consultation between the site principal and athletic director.

5.10.3.5.1 This athletic period stipend will be delineated in the coaching extra duty contract.

5.10.3.5.2 The coaching extra duty contract will be issued by the District within ten (10) instructional days of the beginning of the season. (Posting of the positions shall be done in accordance with Article 5.4 of the collective bargaining agreement.)

5.10.3.5.3 A 9-12 unit member can receive this athletic period stipend once per athletic season. If the unit member chooses to share a contract for a coaching position, this athletic period stipend will be prorated between the unit members sharing the coaching responsibilities. The District will issue contracts to each qualified period sharing the contract.

5.10.3.5.4 Unit members teaching at a TK/K-8 school within the District and walk-on coaches are not eligible for this athletic period stipend.

5.10.3.6 Walk-on coaches will be placed at the lowest end of the salary range delineated in Article 5.6 for the duration of this contract without regard to prior experience until further financial determination and agreement is reached with the District and Federation. The District will issue contracts to each qualified person sharing the contract.

5.11 The intent of Article 5, section 5.10 is to place coaches in a sixth period physical education class whenever possible so that internal coverage of physical education classes can be managed and students can easily be assigned from one instructor to another depending on the needs of the coaching staff.

## **ARTICLE 6. RETIREMENT OPTIONS**

### **6.1 General Provisions**

- 6.1.1 A unit member may elect one and only one of four retirement options.
- 6.1.2 Option I shall be known as Re-employment of Retired Certificated Employee. Option II shall be known as Medicare Assistance. Option III shall be known as Reduction to Part-Time Employment Status. Option IV shall be known as Supplemental Annuity.
- 6.1.3 A unit member who has been employed by the District for at least ten (10) years may apply for a retirement option, if the unit member will be at least fifty-five (55) years old on the proposed date of retirement.
- 6.1.4 Unit members who apply by June 30 may participate in any one of the four options, provided a letter has been submitted to the District indicating intention to retire.

### **6.2 Option I Re-Employment of Retired Certificated Employee**

- 6.2.1 A unit member who retires under this option shall become an employee who provides services to the District.
- 6.2.2 The retiree shall perform such services each year for the District as deemed appropriate by the Superintendent, not to exceed fifty (50) work days.
- 6.2.3 Such a retiree may receive an amount up to the annual State Teachers' Retirement System limit.
- 6.2.4 Such a retiree may terminate his/her contract with the District at the end of any school year, provided notification is made by June 30. Failure to perform assigned tasks satisfactorily will be sufficient cause for the District to terminate its relationship with the retired employee.
- 6.2.5 No leaves shall be earned under this program, nor may sick leave, accumulated prior to resignation, be utilized.
- 6.2.6 The District may grant a contract to a retiree, renewable on an annual basis for up to five years or until the retired employee reaches age sixty-five (65), whichever comes first.
- 6.2.7 Persons hired as authorized by Education Code Section 24214, and by this section of the agreement, are considered employees.

### **6.3 Option II - Medicare Assistance**

- 6.3.1 A retiring unit member who lacks a sufficient number of qualifying quarters for Medicare coverage may accept employment as provided under Option 1. A retiree cannot choose this option for more than five school years (Education Code Section 24214).

6.4 Option III - Reduction to Part-Time Employment Status

- 6.4.1 Reduction from full-time to part-time status shall conform to the conditions of Education Code Section 22713 (Stats. 1993) and Education Code Section 44922 (Stats. 1987) except as noted in the sections following.
- 6.4.2 The agreement to reduce to part-time shall not extend for more than ten (10) years or until the year in which the employee reaches his or her sixty-fifth (65th) birthday, whichever comes first.
- 6.4.3 Approval of reduction to part-time will be subject to inclusion of conditions satisfactory to the District.
- 6.4.4 No more than five (5) certificated employees may benefit from this provision at any one time.

6.5 Option IV - Contribution

- 6.5.1 Unit members who entered CalSTRS prior to January 1, 2013 and who have at least ten (10) years of service with the District at the time of retirement shall be eligible to receive nine thousand dollars (\$9,000.00) per year for not more than ten (10) years or until the retiree turns sixty-five (65). This benefit will be prorated in the year in which the retiree turns 65, ending in the month of the retiree's birthday.

The benefit defined above is not available for unit members who entered CalSTRS on or after January 1, 2013 and who are defined as a "new member" (within the meaning of Section 7522.04 of the California Government Code, post PEPR).

6.6 PERS

- 6.6.1 Certificated employees who retire under conditions required by the State Teachers Retirement System, and who are age fifty-five (55) or older, may enroll in the District PERS Health Plan. See Article 9.

## ARTICLE 7. LAYOFFS

- 7.1 Provisions of the Education Code shall be followed should the District determine that layoffs are necessary during the term of this agreement.
- 7.2 If layoffs are required due to declining enrollment or reduction of services, the layoffs shall be based on the program needs of the District as well as, but not limited to the following:
- a) appropriate credential
  - b) academic preparation
  - c) training and experience

Prior to publishing the seniority list, the Superintendent or designee and Federation President or designee will meet to discuss the possible inclusion of additional tie breaking or skipping criteria in order to finalize the seniority list.

- 7.2.1 Education Code section 44955 provides for the termination of certificated employees because of the reduction of particular kinds of services.
- 7.2.2 The order of termination is generally based on the date the teacher first rendered paid service in a probationary position.
- 7.2.3 Among employees who first rendered paid service to the District on the same date, the law requires the Governing Board to determine the order of termination solely on the basis of the needs of the District and its students.
- 7.2.4 To meet the requirements of section 44955, the following criteria for determining order of seniority for those hired on the same date will be used.
- 7.2.5 In cases of a tie, those teachers with broader authorization to teach shall be considered more senior than those with narrower authorization to teach.
- 7.2.6 If this still results in a tie, then those certificated staff with a credential in special education or certified to teach English Language Learners with certificates including but not limited to CLAD/BCLAD or SDAIE certificates shall be considered to be the most senior.
- 7.2.6.1 If a unit member has both a Special Education credential and an English Language Learner authorization, that teacher shall be the most senior.
  - 7.2.6.2 If no unit member has these authorizations, then the tie shall be broken by giving seniority to the teacher closest to completion of the certificate or Special Education Credential.
  - 7.2.6.3 If a tie still remains then the most senior teacher is the one that has, for the most time, previously held a certificated position in MHUSD on temporary contract(s) and possessed, at the minimum, a valid preliminary teaching certificate while under the temporary contract(s).
- 7.2.7 If this still results in a tie, the most senior teacher would be the one with the most units approved by the District beyond the baccalaureate degree and the teaching credential.

- 7.2.8 If this still results in a tie, the most senior teacher would be the one with the most teaching experience in K-12 public or K-12 private schools accredited by an accrediting agency recognized by the U.S. Department of Education.
- 7.2.9 In the event that common day hires have equal qualifications based on application of the above criteria, the District will then break ties by utilizing a lottery.
- 7.3 Prior to making a final recommendation to the Board of Education concerning layoffs, the Superintendent or designee shall consult with the Federation regarding the proposed layoffs.
- 7.4 Upon receipt of a "Notice of recommendation that services will not be required" letter, a unit member affected shall be entitled to two (2) days of excused absence leave with full compensation for the purpose of seeking employment and/or arranging for additional teaching credentials.



## **ARTICLE 8. SHARED CONTRACT**

8.1 Teams of two (2) unit members may submit proposals to share a single full-time contract wherein each teacher will teach less than full-time.

8.2 The proposal shall describe how the two teachers would share a contract and shall include:

- 1) a joint statement of the classroom philosophy of the unit members involved which is mutually acceptable and consistent,
- 2) a plan which explains tasks, schedules, curriculum responsibilities, individual responsibilities for required staff and curriculum activities, and
- 3) a process for establishing reliable communications with each other and with students, staff, parents and administrators, including but not limited to journal notebooks, emails, etc.

Both teachers sharing a contract shall include a proposal delineating their responsibilities as a full-time teacher for each of the following: service days, minimum days for parent conferences, District-wide staff development days, Back to School Night and Open House. Other non-teaching activities will be scheduled on a pro rata basis.

8.3 Pairs of unit members requesting such an assignment shall notify their immediate supervisor in writing of their proposal prior to March 1. The Assistant Superintendent of Human Resources shall notify the unit members within ten (10) work days if their application requires resubmission. If an application requires resubmission, the unit members will have an additional ten (10) work days to resubmit the application for consideration.

8.4 The proposal shall be reviewed by the Superintendent or designee.

8.5 The Superintendent or designee will respond in writing within thirty (30) days of the receipt of the proposal.

8.6 The District has the authority to grant final approval or denial. If the proposal is denied, the applicants may request a conference.

8.7 Each unit member shall return to full-time employment for the succeeding school year. Each unit member remains eligible to reapply and receive approval for another shared contract.

8.8 Each shared contract unit member shall receive pro rata health insurance, sick leave and retirement benefits.

8.9 In the event that one of the two team members is unable, for any reason, to fulfill the terms and conditions of the shared contract, the remaining team member shall resume full-time employment for the balance of the school year, with resultant compensation. The remaining team member shall have the right to meet with the Superintendent or designee and seek alternative shared contract plans, which may be implemented if acceptable to the District.

## ARTICLE 9. HEALTH & WELFARE BENEFITS

- 9.1 Health benefits will be provided in part by participation in the PERS health benefits program, PEMHCA (the Public Employees' Medical and Hospital Care Act) or other agreed upon health benefits programs.
- 9.2 The District agrees to contribute monthly administrative fees per eligible full time unit member for each approved health plan option.
- 9.3 All unit members will be enrolled in a guaranteed issued \$10,000 life insurance policy at the District's expense upon enrollment. The unit member names the beneficiary.
- 9.4 The District shall offer each unit member the opportunity to participate in any or all of the following health and welfare plans using District contribution as mutually agreed upon by the District and Federation:
- Medical Health Plan (individual, two-party, or family plan)
  - Dental Insurance (individual, two-party, or family plan)
  - Vision Care (individual, two-party, or family plan)
- 9.5 The District shall also make available to unit members a Section 125 Plan that includes premium only plan (POP) dependent care components and healthcare reimbursement and other voluntary benefits. An employee may enroll in a Section 125 plan and voluntary benefits during open enrollment. There is no employer contribution for the Section 125 plans and voluntary benefits. The employee is responsible for the payment of these plans through payroll deductions. The employer is responsible for managing the plan, collecting payroll deductions and the timely disbursement of payments to the plan vendors. The types of voluntary benefits include but are not limited to:
- Dependent care reimbursement
  - Healthcare reimbursement
  - Income protection plans - short-term and long-term disability insurance
  - Life insurance
  - Cancer insurance
  - Commuter benefit plan
- 9.6 Beginning September 1, 2019, there will be no new enrollment in voluntary benefits using District contribution. Employees may change or purchase new selections processed through personal payroll deductions.
- 9.6.1 For any unit member using all or part of the District contribution as of June 2019 toward voluntary benefits, the District contribution toward those plans will remain the same for coverage through December 31, 2019.
- 9.6.2 For voluntary benefits coverage continuing on January 1, 2020, if these employees were enrolled as of June 2019 in voluntary plans and continue to waive a medical plan, a maximum District contribution of \$250 may be used toward voluntary benefits for plan year 2020.
- 9.6.3 Effective January 1, 2021, no portion of the District contribution may be used toward voluntary benefits.

In addition to any mandated administrative fee, the District shall provide to each eligible active full-time employee or prorated for part-time employees a monthly employer contribution for the payment of premiums for coverages defined in 9.4 to be selected by the unit member. The tiered levels of contribution toward health and welfare benefits shall be tied to the employee's selection of a medical plan and will begin in December 2019 toward benefits beginning on January 1, 2020. If an employee does not select a medical plan, the employee may still select a dental and/or vision plan with the District contribution.

- \$750/month (\$9000 annual) toward single-party medical plan and any selections of dental and/or vision
- \$1000/month (\$12,000 annual) toward 2-party medical plan and selections of dental and/or vision
- \$1250/month (\$15,000 annual) toward family medical plan and selections of dental and/or vision

- 9.6.4 Health benefits are provided annually for active employees. Employees remain eligible for health and welfare benefits for the duration of their employment. Coverage begins the first of the month following the date of hire and ends the last day of the next month following their last day of service. (For example, if an employee's last day of service is March 5, coverage ends on April 30). When an employee leaves the District, whether it be voluntarily or involuntarily, the employee may enroll in COBRA continuation coverage for eligible health and welfare benefits at their own expense. Employees who are on an unpaid leave of absence may also apply for COBRA within the guidelines of COBRA continuation coverage.
- 9.6.5 The District shall provide a prorated contribution to each active part-time unit member.
- 9.6.6 If the administrative and reserve costs charged by any plan administrator exceed 1%, the District and the MHFT are in agreement that the District's payment of any additional cost is subject to renegotiation.
- 9.6.7 Two district employees who are married or registered domestic partners will have the option to consolidate health and welfare premiums made on their behalf by the District. However, the maximum tier of contribution for medical plan will only be available to one of the unit members. The other married or registered domestic partner may combine the lowest tier contribution toward the total cost of combined medical, dental, and/or vision plan selections. The District will make an effort to have any out-of-pocket costs for these employees be equalized between the employees whenever possible.
- 9.6.8 Temporary personnel shall receive health and welfare (see 9.4) benefits equivalent to those of permanent or probationary bargaining unit members.
- 9.6.9 If the District offers a PERS medical insurance plan, the District agrees to contribute the lesser amount set by Government Code Section 22857 subdivision (b) of the California Public Employees' Retirement Law per eligible retiree per month. If the District and MHFT agree to terminate participation in the PERS medical insurance plan, the District shall have no further obligation for payment of the basic contribution.

9.6.9.1 The retired unit member must be retired under the provisions of the State Teachers' Retirement System.

9.6.9.2 The retired unit member must have been enrolled in a health insurance plan while an active employee in order to continue participation in the health insurance plan.

9.6.9.3 The District shall pay such contribution for the retiree until death of the retiree, or the retiree is eligible for participation in the U.S. Government Medicare program, or the retiree is eligible for health premiums through other employment, or the retiree reaches the age of sixty-five (65), whichever of the events occurs first. Beginning with the 2015/2016 retirees, if an insurance carrier requires that the District pre-pays any portion of the premiums for retirees that are not part of the actual premium costs paid directly by the retiree, the District retains the option to collect such pre-paid amounts from the retirees. The District will not collect these pre-paid premiums retroactively for any retiree prior to 2015/2016. For retirees who have retired under the Option IV prior to 2015/2016, the prepaid premiums will be continued to be covered by the district until death of the retiree, or the retiree is eligible for participation in the U.S. Government Medicare program, or the retiree is eligible for health premiums through other employment, or the retiree reaches the age of sixty-five (65), whichever of the events occurs first.

9.7 The Federation and the District certify that neither they, their officers, nor their representatives, have a direct financial interest in any of the plans or programs offered to unit members in this Agreement.

9.8 The Federation President or designee and the Superintendent or designee shall mutually select the specific carriers for the coverages enumerated in Section 9.4 and assume the responsibility to inform each unit member of the available options and provide information regarding the specific available coverages.

9.9 Health and Welfare Enrollment

The District shall provide, upon request of the Federation, a list of all unit members. The District shall offer all new unit members the opportunity to enroll in health and welfare benefits. The unit member is responsible for submitting all necessary enrollment paperwork within the first two weeks of the first day of employment. The District is responsible for enrolling unit members in health and welfare benefits, managing the enrollment lists and vendor contracts, and reconciling and administering all payments for premiums and coverage.

9.9.1 The District shall provide an annual opportunity for employees to submit changes during an Open Enrollment period for the health and welfare plans which participate in such Open Enrollment periods. If the employee does not submit changes or the required documentation during an Open Enrollment period, the District shall continue the employee in the same health and welfare plans. If any of the health and welfare carriers do not participate in an Open Enrollment period, the employee shall remain in such plan until no longer eligible or until the employee submits the appropriate paperwork to be removed from the plan. During the open enrollment period, the District will provide each employee an opportunity to review their enrollment status and any changes to health and welfare plans and/or premiums.

- 9.9.2 If the employee requests enrollment in or a change to a health and welfare plan, yet does not meet the plan requirements, the employee will not be enrolled in such plan and will be notified by the district. The employee is solely responsible for providing documentation to verify the eligibility of their dependents for the purposes of enrolling in or maintaining enrollment in any of the health and welfare plans.
- 9.9.3 The District is responsible for verifying dependent eligibility documents upon enrollment in or change to any of the health and welfare plans. The employee and District will fully comply with requests from District health and welfare insurance carriers in regards to internal and external audits of dependent eligibility. If an employee transfers to a paid benefit-eligible position with another bargaining unit with the District, the employee will only remain eligible for health and welfare plans applicable to the bargaining unit of which they are a member.
- 9.10 A joint Health Benefits Committee will meet quarterly to review the impact of changes in members benefit selections, updates in plan designs, and strategies for potential improvements and cost containment.
- 9.11 In the event that the District or Federation has documentary evidence to believe that Article 9 is not in compliance with the law, the Article may be reopened upon five (5) days notice to the other party.

## **ARTICLE 10. PAYROLL DEDUCTIONS**

### **10.1 Authorization**

The District shall provide for payroll deductions from a unit members' monthly salary upon receipt by the District of a signed authorization from the unit member.

### **10.2 Allowable Payroll Deductions**

Payroll deduction authorizations by unit members may include

- Regular dues to the Federation
- Payments toward agency fees
- Payments toward tax deferred annuities - TDA
- Payments to credit unions
- Payments toward approved insurance programs, including long-term health care

## **ARTICLE 11. MILEAGE**

- 11.1 Unit members who are assigned to more than one (1) work location per day, shall be reimbursed at the IRS reimbursable rate per mile for all required driving between work locations.
- 11.2 Unit members who are required to drive to another site for meetings or other duties assigned by the administrator shall be reimbursed at the IRS reimbursable rate per mile for all required driving between the work locations. In order to be eligible for mileage, the unit member must submit the appropriate forms to the site administrator or immediate supervisor.

## ARTICLE 12. HOURS OF EMPLOYMENT

### 12.1 Work Year

- 12.1.1 The basic work year shall be one-hundred eighty-five (185) days. The work year shall include not more than one hundred eighty (180) regularly scheduled days of instruction to pupils. The teacher work calendar(s) for the following years is/are agreed to and adopted as shown. (See Addendum IV).

2018-2019

2019-2020

2020-2021

Historical Note: Beginning with the 2010-2011 school year, three (3) hours of additional staff development hours referred to as collaboration and three (3) hours of unagendized collaboration (previously referred to as ½ Day District, ½ Day Teacher Work Day unagendized in the 2010-2011 contractual year) equates to the 186<sup>th</sup> day. Three hours of collaboration time will continue to be unagendized and the site leadership team will provide input on the planning and implementation of the remaining collaboration hours.

- 12.1.2 Time for collaboration shall be scheduled in fifteen (15) one-hour increments (in lieu of pre-service and professional development time from the 2008-2009 contract year).

The basic work year for unit members shall include three (3) pre-service days as delineated in 12.1.3. Unit member activities on the agendized service day may include, but not be limited to, the following: District meetings, site meetings, staff development, curriculum development, student assessment, parent conferencing, lesson and program planning, and room preparation.

#### 12.1.3 2018-2019

180 days of instruction

185 teacher work days

August 13, 2018	Full Day of Professional Development (District planned)
August 14, 2018	Full Day of Professional Development (Site planned)
August 15, 2018	Teacher Work Day – (Non-student day, unagendized, no mandatory meetings)
August 16, 2018	First Student Instructional Day
October 5, 2018	(Non-student day) Full Day of Professional Development (District planned)
November 9, 2018	(Non-student day for Elementary students) TK/K-5, TK/K-8 Elementary Conference Day (No mandatory meetings)
December 21, 2018	(Non-student day for Middle and High School students) 6-12 End of Semester Work Day (No mandatory meetings)
June 7, 2019	Last Student Day (Minimum day)

#### 2019-2020

180 days of instruction

185 teacher work days

August 12, 2019	Full Day of Professional Development (District planned)
August 13, 2019	Full Day of Professional Development (Site planned)
August 14, 2019	Teacher Work Day – (Non-student day, unagendized, no mandatory meetings)
August 15, 2019	First Student Instructional Day
October 4, 2019	(Non-student day) Full Day of Professional Development (District planned)



November 8, 2019	(Non-student day for Elementary students) TK/K-5, TK/K-8 Elementary Conference Day (No mandatory meetings)
December 20, 2019	(Non-student day for Middle and High School students) 6-12 End of Semester Work Day (No mandatory meetings)
June 5, 2020	Last Student Day (Minimum day)

#### 2020-2021

180 days of instruction

185 teacher work days

August 10, 2020	Full Day of Professional Development (District planned)
August 11, 2020	Full Day of Professional Development (Site planned)
August 12, 2020	Teacher Work Day – (Non-student day, unagendized, no mandatory meetings)
August 13, 2020	First Student Instructional Day
October 2, 2020	(Non-student day) Full Day of Professional Development (District planned)
November 16, 2020	(Non-student day for Elementary students) TK/K-5, TK/K-8 Elementary Conference Day (No mandatory meetings)
December 18, 2020	(Non-student day for Middle and High School students) 6-12 End of Semester Work Day (No mandatory meetings)
June 4, 2021	Last Student Day (Minimum day)

- 12.1.4 Counselors, grades 9-12, work year will be 200 days and counselors, grades 6-8, work year will be 195 days. High school counselors will work ten (10) days prior to the first work day for other unit members, and middle school counselors will work five (5) days prior to the first work day for other unit members. All counselors, grades 6-12, will work five (5) days beyond the last day of school. This schedule may be changed by mutual written agreement between the individual counselors and their site principals. Counselors will be paid beyond the basic work year at their per diem rate.

Librarians may be required to work up to an additional ten (10) days beyond the basic work year. They will be notified, in writing, by their site administrator on or before April 1 whether their services will be required after the last day of school or prior to the first teacher workday.

Special Education teachers may be required to work up to an additional ten (10) days beyond the basic work year at their per diem rate when written advance notice is given by the last working day in May.

- 12.1.5 If counselors are required to work beyond the regular workday, for example, parent information nights, then the counselors may be compensated through flex time. The counselor shall be notified in writing before the last working day in June. Counselors may bank hours and use flex time when advance written notice is given and if mutually agreed upon between the counselor and the site administrator or designee.
- 12.1.6 Teachers on special assignment, academic coaches, school nurses and New Teacher Support Providers may be required to work up to an additional ten days beyond the basic work year at their per diem rate. They may bank hours and use flex time when advanced written notice is given and if mutually agreed upon by the teacher and designated administrator.

A Teacher on Special Assignment (TOSA) shall be defined as a unit member released from his/her classroom or assigned in a position in lieu of a classroom setting for at least 50% of his/her assignment for the purpose of filling a District or Site assignment outside of the normal classroom environment. The starting and ending time of the work day may vary based on the

duties and responsibilities associated with the TOSA position. The TOSA shall work a positive work calendar of 185 days without being tied to the instructional student calendar. The work calendar shall be jointly developed by the supervisor and the TOSA on an annual basis, in writing.

12.1.7 Agricultural science teachers may be required to work additional days. A stipend amount of \$5,000 will be given to each teacher for extra duty activities related to county and/or state fair activities such as: preparation, attendance, and student instruction for agricultural sales and service curriculum delivery. If the agricultural teacher is contracted to work beyond the negotiated teacher work year, they shall be notified in writing by the last working day in May.

12.1.8 TK/K-5 and TK/K-8 schools will operate on a trimester calendar.

## 12.2 Service Days and Minimum Days

12.2.1 In trimesters when TK/K-5 or TK/K-8 parent conferences are required, teachers may use one (1) service day in the first trimester for the purpose of conducting or preparing for such conferences. At the 6-8 and 9-12 schools, the service day at the end of the first semester will be reserved for student evaluation (grading) and preparing for the second semester. No students, no mandatory meetings scheduled.

12.2.2 At each TK/K-5 and TK/K-8 site, during the week designated for parent conferences, four (4) minimum days will be observed.

12.2.3 During finals week of each semester the comprehensive high schools will observe four (4) minimum days.

12.2.4 The last day of instruction for the school year shall be a minimum day at all TK-12 schools.

## 12.3 Teacher Instructional Day

12.3.1 All certificated teachers, TK-12, will be required to provide not more than the following scheduled minutes of instruction per day:

Grade Level	Monday, Tuesday, Thursday, Friday	Wednesday (Collaboration)
TK – 3	300 minutes	225 minutes
4 – 5	320 minutes	245 minutes
6 – 8	300 minutes	225 minutes
9 – 12	300 minutes	225 minutes

For grades 6-12 the above minutes reflect assigned teaching minutes (not student instructional day minutes) and do not include preparation periods.

12.3.1.1 It is the intent of the District and Federation that instructional minutes between sites are equitable and all attempts will be made to meet state established minutes. State established annual total minutes for each grade level are as follows (per Education Code 46201):

TK-K	36,000
1-3	50,400

4-8	54,000
9-12	64,800

12.3.1.2 Continuation or alternative programs shall operate to meet or exceed minimum day guidelines (per Education Code 46170)

#### 12.4 Work Day

- 12.4.1 At grades 6-12 with a seven (7) period day, the regular duty day shall not exceed four hundred twenty-five (425) minutes. Regular duty day includes direct instruction, required time before and after school, preparation time, and the time spent for staff and curriculum development. Lunch, pupil passing time, supervision time, required meetings, extra curricular involvement and "extra duty" activities are excluded from the limitations of this section.
- 12.4.2 All unit members shall be required to be at their assigned workstations thirty (30) minutes prior to their first scheduled assignment or student activity.
- 12.4.3 All unit members shall be required to remain at their assigned workstations for at least fifteen (15) minutes following their last regular assignment. The time required at workstations under 12.4.2 may be reduced by the site principal and corresponding number of minutes added to that required under 12.4.3.
- 12.4.4 All unit members shall be assigned to a duty-free lunch period of not less than thirty (30) minutes.
- 12.4.5 Each year, the principal shall assign unit members to supervision of students. The principal shall make such assignments on as equitable a basis as possible. Unit members shall be given the opportunity to express preferences prior to the finalization of assignments. Part time unit members shall be assigned supervision of students on a pro rata basis. Supervision of students includes, but is not limited to: yard duty, playground supervision, noon duty, bus duty, hall supervision, assembly supervision, supervision of all school-approved student activities, and other school-sponsored activities. Hours of supervision performed by unit members on "non work days" may be counted towards assigned supervision obligation, when approved in advance by the site administrator.
- 12.4.6 In the event that the total number of hours of assigned supervision duty exceeds twenty-five (25) hours per year, unit members will be paid for such hours in excess of 25 at the negotiated miscellaneous hourly rate.
- 12.4.7 The District shall adhere to the maximum supervision requirements provided by section 12.4.6, except that a principal may exceed the maximums in the event of unusual circumstances.
- 12.4.8 Each year the principal shall assign, in as equitable a manner as possible, unit members to duties which include, but are not limited to: parent conferences; parent/school organization meetings; student and parent orientation meetings; open house; curriculum development, committee assignments; class sponsorships; and such other duties determined by the principal to be necessary for the operation of the school and/or District.
- 12.4.9 On those occasions when the hours of instruction are modified for reasons such as, but not

limited to: double sessions, extended day, rallies, minimum days, employee inservice days and/or when pupils are released early due to emergencies or unforeseen events, unit member assignments shall be consistent with Sections 12.2 through 12.4.8.

- 12.4.10 There shall be no more than two (2) required staff meetings each month unless two-thirds (2/3) of the staff deem it necessary to add (an) additional meeting(s). A staff meeting shall not exceed sixty (60) minutes unless two-thirds (2/3) of the staff agree to extend the length of the meeting.

In weeks when there are no staff meetings, there will be collaboration meetings with the exception of the last week of each semester for 6-8 and 9-12 schools and during the fall conference week and the last week of school for TK/K-5 and TK/K-8 schools. Staff meetings may also include collaboration time. Other meetings are solely collaboration time.

Within the first month of the school year, the principal and staff will identify a leadership team, made up of the principal and teachers, to give input on the planning and implementation of the school and district collaboration activities.

Collaboration tasks may include, but not be limited to, identifying essential standards, developing and refining curriculum mapping, developing benchmark tests, analyzing student achievement data to inform instruction, developing common assessments (grade level or course level), planning instruction (grade or course level) by incorporating student achievement data, grade level (vertical) planning, and site plan development.

The principal and site leadership team will conduct at least one evaluation of the collaboration time to measure its effectiveness on or before January 31.

During the month in which a teacher attends a required District level department meeting, that teacher will be released from one (1) school site level collaboration meeting. The school site administrator and the affected teacher will mutually agree upon a specific school site meeting from which the teacher will be released.

As per Education Code, this contract language shall not preclude the principal/designee from calling additional emergency mandatory meetings that address issues of imminent emergency, safety and security.

- 12.4.11 The Principal and staff may select a teacher/facilitator to assist the Principal in planning and implementing staff development programs. The teacher/facilitator, one each in the area of literacy, math and science, will receive one extra-duty stipend per subject area.

Teachers/facilitators may be literacy coaches, site grade level leaders, department chairs, etc. The District may offer up to three (3) extra duty stipends per school site, one (1) per each teacher/facilitator coach)

- 12.4.12 Compensatory instructional activities for students in grades one to twelve (1 to 12) on double session shall be selected, planned and performed by each teacher subject to the approval of the principal. Lacking mutual agreement in selection, planning and performing these duties, such duties shall be assigned by the principal. These duties shall not exceed four (4) hours per week. The provisions of this section will be applied consistently throughout the District.

12.4.13 All aspects of the collective bargaining agreement of MHUSD and MHFT apply to SDC preschool teachers, transitional kindergarten teachers and kindergarten teachers including, but not limited to, rights, retirement options, layoffs, shared contracts, health and welfare benefits, payroll deductions, mileage, leaves, transfers, evaluation procedures, personnel files, grievance procedures, professional accountability, etc. The following contract language delineates further contractual obligations specific to SDC preschool teachers, transitional kindergarten teachers and kindergarten teachers.

12.4.13.1 Each full time preschool special education teacher will be assigned responsibility for one class that will be appropriately distributed into two sessions. Each preschool session shall be three hours (180 minutes). Sessions will be scheduled a minimum of 45 minutes apart in order to provide teachers a 30 minute duty free lunch. During a typical week, each preschool teacher will provide instruction four (4) days per week. The fifth day will be used for the following but not limited to: observations, assessments for current students and initial referrals, IEP meetings, parent meetings, home visits, parent education, and home-based student instruction in support of students' IEP goals. In the event of a shortened instructional week, the non-student work day shall remain the same.

The teacher work day, including teaching and non-teaching duties of preschool special education teachers, will be comparable in time to the work day of primary teachers.

12.4.13.2 Each full-time general education transitional kindergarten and kindergarten teacher will have at least two (2) shortened instructional days at the start of the school year for the purpose of meeting families, conducting assessments, creating student groups, or other related duties. Teachers will have a regular work day.

Sites will submit a plan for Transitional Kindergarten and Kindergarten support for the upcoming school year by May 1 of each year that will be approved by the District before June 1.

12.4.14 All full time 6-12 classroom unit members assigned to a traditional six (6) period day are assigned one (1) period of preparation time per instructional day. All full time 6-12 unit members assigned to a school with block schedule shall receive the equivalent of one (1) period of preparation time so that the unit member's teaching minutes shall not exceed the maximum assigned teaching minutes per 12.3.1 over the course of a week. All full time unit members assigned to a 6-8 classroom at a K-8 school shall receive preparation time per week for any assigned minutes above the maximum assigned teaching minutes per 12.3.1.

Credentialed personnel at the secondary level may elect to be paid the hourly wage or to earn "In lieu" time when giving up preparation time to cover for a class for which there is no substitute. "In lieu" time equates to one day of excused absence after a teacher substitutes for five periods or the equivalent thereof. Opportunities for service would rotate and no individual could volunteer to sub for more than one period unless that person was on a reduced contract. All service would be voluntary. The use of "In lieu" days would require prior approval from the principal or designee, three days' notice and availability of substitutes. The principal or designee would keep records. "In lieu" days would not carry over from year to year and would convert to hourly pay after May 15<sup>th</sup>.

12.4.15 At the comprehensive high schools the District shall assign no less than eighteen (18) semester periods to individual unit members for the purpose of providing leadership in instruction, student discipline, and/or student activities.

12.4.16 Each part-time unit member's work day shall be proportional to the full-time work day except that the part-time unit member shall fulfill all the requirements of Sections 12.4.2 and 12.4.3. Part-time unit members shall be assigned supervision, preparation periods (grades 6-12) and staff development/curriculum development periods (grades 6-12) as per Sections 12.4.5, 12.4.6, 12.4.14, and 12.4.18, on a proportional basis. Part-time unit members shall have the full responsibility for service days, minimum days for staff development and curriculum development, minimum days for parent conferences, and required staff development and curriculum activities, back-to-school night, open house, and faculty meetings. Other non-teaching duties will be scheduled on a pro-rata basis.

12.4.17 No unit member assigned under contract to teach regularly scheduled classes shall be assigned more than twenty-five (25) class sections per week.

12.4.18 In addition to one assigned period of preparation per instructional day, as per 12.4.14, and in addition to duties assigned under 12.4.8, one period of the teacher work day shall be subject to assignment by the District for staff and curriculum development.

## 12.5 Sexual Orientation/Gender Identity Training

12.5.1 Future training needs, for individuals or groups, with respect to orientation/gender identity, harassment and discrimination, shall be mutually agreed upon between the Federation and the District.

12.5.2 The Federation and District will develop mutually agreeable times for training. Training outside the school day shall be compensated at a rate mutually agreed upon by Federation and District.

## ARTICLE 13. LEAVES

### 13.1 Increments

An absence of one-half (1/2) day or less shall count as one-half (1/2) day of absence; an absence which exceeds one-half (1/2) day up to a full day will count as one (1) full day.

### 13.2 Physician's Statement

A written statement from a physician or other licensed health care professional that the unit member is physically and mentally fit to return to duty may be required of any unit member who has been on leave for health-related reasons.

### 13.3 Sick Leave/Differential Leave

13.3.1 Full-time full-year unit members shall be entitled to ten (10) days leave with pay each school year for reasons of illness, injury, or physical incapacity. Unit members working less than full-time/full-year shall be entitled to pro rata sick leave.

13.3.2 Unused sick leave shall accrue from school year to school year.

13.3.3 After a unit member has used his/her sick leave entitlement and any accumulated sick leave, he/she is entitled to differential leave for a period not to exceed an additional five school months.

The unit member who has exhausted all available sick leave and continues to be absent on account of illness or accident and who is not medically able to resume his or her duties, shall be placed on a reemployment list for a period of twenty-four (24) months if the unit member is on probationary status, or for a period of thirty-nine (39) months if the unit member is on permanent status.

If a unit member is medically able to return to employment during the twenty-four (24) or thirty-nine (39) month period he/she shall be placed in a position for which he/she is credentialed.

The unit member is entitled to only one (1) five-month supplementary sick leave period per illness or accident.

The amount deducted for differential sick leave purposes from the unit member's salary shall not exceed the amount actually paid a substitute employee, or if a substitute is not employed, the amount which would have been paid to a substitute.

13.3.4 A unit member shall contact the District Office as soon as the need to be absent is known, but in any event, not less than one (1) hour prior to the start of the work day. Failure to provide such notice shall be grounds for denial of sick leave with pay.

13.3.5 Upon request by the District, a unit member shall present a medical doctor's or other licensed health care professional's certificate verifying the illness, injury, or physical incapacity, and/or medical authorization to work. If a unit member reports absent because of illness, injury or physical incapacity, the District may require an examination of the unit member by a medical doctor or other licensed health care professional, selected and

reimbursed by the District, to verify the nature and severity of the illness, injury or physical incapacity and report such findings to the District. If the District concludes that the illness, injury, or physical incapacity is not sufficiently severe to warrant absence, the District may deny use of sick leave. If a unit member is physically incapacitated, the District may require statements from a physician or other licensed health care professional which specify the beginning and ending dates of such incapacity.

13.3.6 An employee who is absent one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated sick leave; an employee who is absent more than one-half (1/2) day up to a full day, shall have a full day deducted from the accumulated sick leave.

13.3.7 A unit member who anticipates returning to work following sick leave shall notify his/her school office no later than one (1) hour prior to the end of the instructional portion of the work day on the day before the anticipated day of return. Failure to provide such notice may result in the deduction of the substitute's pay from the unit member's salary.

#### 13.4 Pregnancy Disability Leave

13.4.1 A unit member who is disabled due to pregnancy, childbirth, or related medical conditions, may take up to four months of unpaid pregnancy disability leave.

13.4.2 Sick leave may be used during pregnancy disability leave. A medical doctor shall provide verification of the unit member's disability and shall specify in writing the expected beginning and ending dates of the unit member's pregnancy disability leave.

13.4.3 During pregnancy disability leave, a unit member may continue to receive compensation by using her accrued, unused sick leave and substitute differential leave.

13.4.4 The unit member may choose to extend the pregnancy disability leave. She may use her accrued unused sick leave or substitute differential for up to an additional thirty (30) consecutive days (six weeks) immediately following the verified pregnancy disability leave.

13.4.5 In accordance with law, a unit member who is disabled due to pregnancy, childbirth, or related medical conditions, may take up to twelve (12) weeks of unpaid family leave in addition to her pregnancy disability leave. The District shall provide maternity leave benefits as required by California Education Code Section 44977.5.

13.4.6 Except as required by law or an express provision of Article 13, leaves shall be coordinated, i.e. they shall run concurrently.

#### 13.5 Parenthood Leave

13.5.1 The District may grant to probationary unit members a leave for a period not to exceed one (1) school year, after the birth of a child of which he/she is the parent, for the purpose of childcare. Such a leave must commence not later than one (1) year after the birth of a child.

13.5.2 The District may grant to a permanent unit member a leave for a period not to exceed one (1) school year for maternity, paternity, adoption of a child, or child care. When requesting maternity, paternity, adoption or child care leave, the unit member shall request the leave



as soon as the need to be absent is known. Such request shall be in writing and shall state reasons and the dates the unit member wishes to begin and end the leave.

- 13.5.3 The granting of a leave, the determination of the date on which the leave shall begin, and its duration, shall be made by the District.
- 13.5.4 A maternity, paternity, adoption, or child care leave of absence shall not be deemed to constitute a break in the unit member's continuity of service.
- 13.5.5 Except as required by law or an express provision of Article 13, maternity paternity, adoption, family and child care leaves of absence shall be without compensation and annual step advancement and shall be deemed to constitute family care leave under state and federal law.
- 13.5.6 Within the first year of a child's arrival new parents, including adoptive parents, exclusive of the birth mother, may take up to 12 weeks of leave pursuant to California Government Code Section 12945.2. During this leave unit members may use any accrued, unused sick leave. The District shall provide parental leave benefits as required by California Education Code 44977.5.

#### 13.6 Personal Necessity Leave

- 13.6.1 Each unit member may use sick leave for purposes of personal necessity Use of sick leave for the purpose of personal necessity shall not exceed seven (7) days in any school year and shall be limited to the following situations:
  - a) Serious illness or incapacity of a member of the immediate family, as defined under "Bereavement Leave."
  - b) Serious accident involving the person or property of the unit member or a member of his/her immediate family as defined under "Bereavement Leave."
  - c) After bereavement leave has been used, the unit member may use up to three (3) days of personal necessity leave for bereavement purposes as defined in Article 13.5.
  - d) A unit member may use one (1) day of personal necessity leave for attendance at a funeral service not covered by bereavement leave provisions.
  - e) Personal necessity leave may be granted for other justifiable reasons.
- 13.6.2 The unit member shall inform the principal of the need to be absent as soon as practicable.
- 13.6.3 Personal necessity leave shall be subject to final approval and verification by the District upon the unit member's return to work.
- 13.6.4 The District will not require bargaining unit members to provide a statement of reason for up to two days of personal necessity leave provided that the leave is still being used consistently with section 13.6.1 above. Recreational activities do not qualify for personal necessity leave. Personal business that can be reasonably scheduled outside the workday does not qualify for personal necessity leave.

### 13.7 Bereavement Leave

13.7.1 Each unit member is entitled to five (5) days of paid bereavement leave for the death of any member of his/her immediate family.

13.7.2 The following are defined as members of the immediate family: mother, mother-in-law, father, father-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, stepchildren, brother, brother-in-law, sister or sister-in-law of the employee, stepparents, step sibling, aunt, or uncle, nieces, and nephews, or any person residing in the immediate household of the employee.

### 13.8 Extended Illness Leave

13.8.1 The District may grant to permanent unit members leave for a period not to exceed one (1) school year because of long-term illness or for the care of a member of the immediate family who is ill. This leave shall be without compensation and annual step advancement and shall be deemed to constitute family care leave under state and federal law.

13.8.2 When requesting such leave, the unit member shall request the leave as soon as the need to be absent is known. Such request shall be in writing and shall state reasons and the dates the unit member wishes to begin and end the leave.

13.8.3 The approval of the request for a leave, the determination of the date on which the leave shall begin, and its duration shall be made by the District.

### 13.9 Industrial Accident and Industrial Illness Leave

13.9.1 An industrial accident or illness, as used in this paragraph, is defined as an illness or injury which qualifies under State Workers' Compensation Insurance as being work connected.

13.9.1.1 Allowable leave shall be for sixty (60) days or pro rata portion thereof in any one (1) fiscal year for the same accident, during which time the unit member would have been performing assigned duties by the District.

13.9.1.2 The District reserves the right to have the unit member examined by a physician designated by the District at District expense to assist in determining the length of time during which the unit member will be unable to perform regularly assigned duties and the degree to which such disability is attributable to the injury or illness involved.

13.9.1.3 Allowable leave shall not be accumulated from year to year.

13.9.2 Under the following terms, leaves for unit members resulting from industrial accident or illness shall be granted:

13.9.2.1 Industrial accident or illness leave shall commence on the first day of absence.

- 13.9.2.2 Industrial accident or illness leave shall be reduced by one (1) day or pro rata portion thereof for each day of authorized absence regardless of a temporary disability indemnity award.
  - 13.9.2.3 When an industrial accident or illness leave of sixty (60) days or pro rata portion thereof overlaps into the next fiscal year, the unit member shall be entitled to only that amount of the leave remaining at the end of the fiscal year during which the accident or illness occurred.
  - 13.9.2.4 When industrial leave has been exhausted, accrued sick leave then shall be used. Use of such accrued leave shall be deemed to have commenced on the first work day following termination of the industrial leave.
- 13.9.3 During any paid leave of absence for industrial injury or illness, when the District receives any wage loss benefit check from the insurance carrier because of such injury or illness, the District shall issue a warrant payment for the unit member's salary. The District shall deduct all legal and authorized deductions. After using all available sick leave and extended leave time, the employee will receive no further District pay, but will receive compensation checks directly from the insurance carrier until such time as the employee returns to work.
- 13.9.4 Any unit member receiving industrial leave benefits shall, during periods of illness or injury, remain within the State of California unless authorized by the District to travel out of state.
- 13.10 Judicial Leave
  - 13.10.1 Unit members shall be provided leave when called for jury duty service or to serve as a subpoenaed witness in a judicial process.
  - 13.10.2 A unit member required by the courts to participate in a judicial process shall inform his/her principal at once upon notification by the courts. Written verification for judicial leave is required by the District.
  - 13.10.3 If a unit member is placed on telephone standby for jury duty, the unit member shall notify his/her principal at once and continue working at assigned tasks. Judicial leave may not be claimed while on telephone standby.
  - 13.10.4 Unit members on judicial leave shall receive their regular earnings, except where the District is an adversary party. Any fees and/or earnings received for jury duty or as a subpoenaed witness shall be paid to the District. Money received for mileage costs shall be retained by the unit member.
- 13.11 Military Leave
  - 13.11.1 All unit members drafted for military service or ordered to active service with reserve components shall be granted a leave of absence without pay.
  - 13.11.2 When such ordered active service does not exceed thirty (30) calendar days, the unit member shall receive full remuneration while on military leave.
  - 13.11.3 Absences for military leave shall not constitute a break in continuity of service.

- 13.11.4 The District shall endeavor to place returning unit members who have sustained physical handicaps.

#### 13.12 Professional Leave

- 13.12.1 When authorized by the District, unit members may attend conferences, workshops, institutes, schools, or meetings directly related to their professional responsibilities. Such leaves shall not be authorized for more than five (5) consecutive work days nor for more than a total of six (6) work days per year, unless approved by the Superintendent or his designee.
- 13.12.2 Expenses for such leaves may be reimbursed at the District per diem rate, may be partially reimbursed or may be without reimbursement.
- 13.12.3 The unit member on approved professional leave shall not suffer loss of salary or accumulated sick leave.

#### 13.13 Overseas or Foreign Teaching Leave

- 13.13.1 The District may grant to permanent unit members leaves for a period not to exceed two (2) school years for the purpose of accepting an appropriate overseas or foreign teaching assignment. This leave shall be without compensation. The unit member shall receive annual step advancement during the leave.
- 13.13.2 When requesting overseas teaching leave, the unit member shall notify the District in writing of his/her request prior to April 1.
- 13.13.3 This request shall state reasons and dates the unit member wishes to begin and end the leave.
- 13.13.4 The granting of the leave, the determination of the date on which the leave shall begin and its duration shall be made by the District.

#### 13.14 Vocational Leave

- 13.14.1 A leave of not more than one (1) year may be granted to a permanent unit member to acquire experience and knowledge in his/her field of instruction as a full-time employee in industry or other private employment. An application for vocational leave will be considered by the District only if the nature of the proposed employment is clearly described, and only if the District finds that the proposed employment will contribute directly and substantially to the programs for which the applicant is responsible.
- 13.14.2 The unit member on vocational leave will be credited with a year of experience for annual step advancement on the salary schedule. A vocational leave will not constitute a break in continuity of service and will be without compensation from the District.
- 13.14.3 When requesting a vocational leave, the unit member shall notify the District in writing of his/her request prior to April 1.
- 13.14.4 The granting of the leave, the determination of the date on which the leave shall begin and its duration shall be made by the District.

### 13.15 Service Leave

- 13.15.1 The District may grant to permanent unit members leaves for a period not to exceed two (2) school years for the purpose of service in the Peace Corps or for service in elected public office or for professional study or research. These leaves shall be without compensation and annual step advancement.
- 13.15.2 When requesting service leave, the unit member shall notify the District in writing of his/her request prior to April 1.
- 13.15.3 This request shall state reasons and dates the unit member wishes to begin and end the leave.
- 13.15.4 The granting of the leave, the determination of the date on which the leave shall begin and its duration shall be made by the District.

### 13.16 Organizational Leave

- 13.16.1 The District may grant to permanent unit members leaves for a period not to exceed one (1) school year for the purpose of performing duties deemed necessary by the exclusive bargaining agent. The Federation will reimburse the District for the actual compensation paid to the employee (including health and welfare benefit costs and all statutory benefits) according to the following schedule:
  - 13.16.1.1 Effective beginning July 1, 2017: Salary up to a maximum rate of Step 14, column 3 on the District salary schedule, plus health and welfare benefit costs, if any, of the employee released for organizational leave.
  - 13.16.1.2 Effective beginning June 30, 2018: Salary up to a maximum rate of Step 14, column 3 on the District salary schedule plus all statutory benefits and the health and welfare benefit costs, if any, of the employee released for organization leave.
- 13.16.2 If on full-time leave, the unit member shall receive one (1) step on the salary schedule each year of the leave. Organizational leave shall not constitute a break in service.

If on a partial leave, the unit member shall receive the same step advancement on the salary schedule as would be given had the employee worked in a certificated position within the District. Organizational leave shall not constitute a break in service.
- 13.16.3 When requesting such leave, the unit member shall request the leave as soon as the need to be absent is known. Such request shall be in writing and shall state reasons and the dates the unit member wishes to begin and end the leave.
- 13.16.4 The granting of the leave and the determination of the date on which the leave shall begin and its duration shall be made by the District.

### 13.17 Sabbatical Leave

- 13.17.1 Sabbatical leaves may be granted to full-time unit members for advanced studies or research appropriate to the assignment of the applicant.
  - 13.17.2 A panel consisting of unit members and administrators will evaluate sabbatical leave applications.
  - 13.17.3 Sabbatical leaves may be granted for a period of one (1) year or one-half (½) year. The number of persons on sabbatical leave shall not exceed two percent (2%) of the total number of full-time unit members.
  - 13.17.4 The rate of pay for a unit member on sabbatical leave shall be fifty percent (50%) of salary he/she would have received plus pro rata fringe benefits.
  - 13.17.5 The unit member on sabbatical leave will be credited with a year of teaching experience for annual step advancement on the salary schedule. A sabbatical leave will not constitute a break in continuity of service.
  - 13.17.6 The terms and conditions of the sabbatical leave shall be stated in writing and shall include, but not be limited to: a stipulation to a post-leave service of not less than two (2) full years; an indemnification bond to ensure successful completion of the sabbatical program and the necessary post-leave service; a description of the sabbatical program and appropriate reporting procedures as may be specified by the District.
  - 13.17.7 The unit member who has taken sabbatical leave shall file with the District a detailed report within thirty (30) days after returning, giving evidence that the program has been completed. If a unit member fails to fulfill the terms of his/her sabbatical leave program, the District may require the repayment of a portion of the District reimbursement paid during the period of the sabbatical leave.
  - 13.17.8 If a unit member suffers injury or illness during the sabbatical leave which prevents the completion of the sabbatical program, the leave will be terminated and all provisions for sick leave will apply.
  - 13.17.9 At the expiration of a sabbatical leave, the unit member will be reinstated to a position in the District based upon need.
  - 13.17.10 The granting of sabbaticals is at the sole discretion of the District.
- 13.18 Excused Absence Leave
- 13.18.1 When a unit member requests a leave for reasons other than those provided for in other sections of this agreement, the unit member shall submit his/her request in writing to the District prior to the requested date of the leave. The District reserves the right to grant such leaves. If it elects to grant such a leave, the District may at its discretion provide full, partial or no compensation. If granted with partial compensation, deduction from the unit member's salary for the absence shall be no more than the amount paid to the unit member's substitute during the absence or, if no substitute is employed, the amount which would have been paid to a substitute. A unit member who has applied for an excused absence leave shall be notified of the District's decision in writing prior to the requested date of leave.

### 13.19 Catastrophic Sick Leave

- 13.19.1 A catastrophic sick leave bank will be established to provide supplemental sick leave to unit members who will gain participation by donating one sick leave day as prescribed by this article of the contract.
- 13.19.2 Participation in the catastrophic sick leave program is voluntary. An enrollment contribution shall be one donated sick leave day per participating member.
- 13.19.3 Eligibility to draw from the bank is limited only to those unit members who have donated to the bank. Donations will be made during the open enrollment period at the beginning of the school year. Donations will be made in writing on the form obtained from Personnel. Donations are irrevocable.
- 13.19.4 New hires and unit members previously not participating will be allowed to donate one day and gain participation rights during the enrollment period or within thirty (30) days of their date of hire.
- 13.19.5 In any given year, when there are less than 400 available days in the bank after the open enrollment period, participants wishing to continue eligibility must donate one (1) additional day. Any given year when the bank reaches 400 or more days, only previously non-participating unit members who wish to join will donate.
- 13.19.6 Unit members must exhaust all accrued sick leave before becoming eligible to apply to the bank.
- 13.19.7 The catastrophic sick leave bank will be administered by a committee composed of the Assistant Superintendent of Human Resources, or designee thereof, and two (2) appointed representatives of the MHFT. Available days can be granted to the applicant with two (2) committee members' approval. Appeals of denied days can be made to the MHFT executive council whose decisions shall be final. All participating members agree to hold harmless the District and the MHFT for any and all claims relating to the administration of the catastrophic leave bank.
- 13.19.8 Qualification for catastrophic sick leave is triggered by an illness or injury that has incapacitated and is likely to continue to incapacitate an employee for an extended period of time, requiring that the employee be absent from work. Examples include but are not limited to non work related injuries, cancer, heart disease, strokes, respiratory conditions, spinal injuries, severe arthritis, nervous disorders, Alzheimer's. Work related injuries that extend beyond the duration of worker's compensation coverage might also apply. Absences due to illnesses of family members of the employee are not covered by catastrophic sick leave.
- 13.19.9 Application to receive sick days from the bank shall include a report from a medical doctor indicating the nature of the illness, prognosis, and best estimate of the duration of the work restriction. Such information will be kept confidential among committee members administering the catastrophic sick leave bank and the Human Resources Department. The committee can, at this time, require examination of the applicant by a physician of the committee's choice providing that the physician is a member of one of the District's health plans.

- 13.19.10 No more than twenty (20) available days shall be granted to any participating member at one time. Additional available days may be granted to the participating member upon review by the administering committee not to exceed a total of 50 days per unit member for an enrollment year.
- 13.19.11 Participating employees will use accumulated sick leave days, and granted bank days, before using the 100 days of sub differential disability leave as provided by the Education Code.
- 13.19.12 A participating member retains all employment rights while on catastrophic sick leave.
- 13.19.13 The District will maintain an account of donated days, available days and participating employees. This account will be furnished to the MHFT annually at the conclusion of the open enrollment period. Such information will also be made available to the MHFT upon request as needed to administer the catastrophic sick leave bank.
- 13.20 Peer Assistance and Review Consulting Teacher Leave
  - 13.20.1 A unit member selected to serve as a full time Peer Assistance and Review Consulting Teacher will be granted leave from his/her regular classroom assignment for the length of the assigned term.
  - 13.20.2 Upon completion of his/her assignment as Peer Assistance and Review Consulting Teacher, the unit member will be returned to the same teaching assignment and site. In a case when this is not possible the Peer Assistance and Review Consulting Teacher will be placed in a similar teaching assignment and Site.
- 13.21 Extended Leave to Care for Military Personnel
  - 13.21.1 A unit member may request and be granted up to 26 weeks of unpaid leave within a 12 month period, 12 weeks of which can be traditional FMLA leave, to care for a spouse, domestic partner, child, parent or next of kin, who is a member of the armed forces, National Guard or Reserves, and who has suffered an illness or injury while on active duty, as perscribed by applicable federal and state law. The member of the armed forces shall be undergoing medical treatment, be in outpatient status or on the temporary disability retired list as a result of the injury or illness.
  - 13.21.2 A unit member may request and be granted up to 12 weeks of unpaid, job-protected military leave if s/he has a spouse, domestic partner, parent or child who has been called to or is on active duty in the armed forces and the unit member experiences a “qualifying exigency” as defined by applicable federal and state law.
  - 13.21.3 When requesting such leave, the unit member shall request the leave as soon as the need to be sbsent is known. Such request shall be in writing and shall state the reason(s) and the date(s) the unit member wished to begin and end the leave.
  - 13.21.4 The approval of the request for a leave, the determinaton of the date on which the leave shall begin, and its duration shall be made by the District.



## ARTICLE 14. TRANSFERS

### 14.1 Transfer Rules

- 14.1.1 A transfer refers to an action by the District which results in the relocation of a unit member from one administrative unit to another.
- 14.1.2 When considering transfers the Superintendent shall take into account the needs of the District as well as, but not limited to, the following:
  - appropriate credential
  - academic preparation
  - training and experience
- 14.1.3 Requests for voluntary transfer shall be considered prior to making involuntary transfers.

### 14.2 Voluntary Transfers

- 14.2.1 Voluntary transfers are those requested by the unit member.
- 14.2.2 Unit members may request a voluntary transfer for the coming year at any time. The transfer request form is available on the District website or by contacting Human Resources.
- 14.2.3 The District will electronically post vacant positions indicating number, type, and special qualifications, if any, and distribute via a monthly email notification to all unit members.
  - 14.2.3.1 Submitting a transfer request form will serve as a formal request for transfer.
  - 14.2.3.2 Submitted transfer request forms will be kept on file in the Human Resources Department through July 31<sup>st</sup> of each year.
  - 14.2.3.3 Unit members who have submitted the transfer request form will be included in the group of applicants receiving interviews for an open position, excluding the period of August 1 through September 30th. Human Resources will notify the unit member of the transfer decision within five (5) working days following the interview. The District will send a copy of the transfer decision to the Federation.
- 14.2.4 A unit member, upon receipt of a voluntary transfer decision, has until the close of the next business day to accept or reject the offer.
- 14.2.5 A unit member not selected for a voluntary transfer shall have the opportunity to review the decision with the Superintendent or designee.
- 14.2.6 The Superintendent or designee reserves the right to refuse a transfer request and shall notify the unit member in writing of the reasons for refusal. The unit member shall have the opportunity to review the reasons for refusal with the Superintendent or designee.

### 14.3 Involuntary Transfers

- 14.3.1 Involuntary transfers are those initiated by the District.
- 14.3.2 Whenever possible, unit members will be polled for willingness to voluntarily transfer prior to the decision of a involuntary transfer.
- 14.3.3 A unit member being considered for an involuntary transfer shall be given an opportunity to discuss the proposed transfer with the Superintendent or designee and then may apply for a voluntary transfer.
- 14.3.4 A unit member transferred involuntarily shall have the opportunity to review the reasons for the transfer with Superintendent or designee.
- 14.3.5 A unit member shall be placed within his/her area of certification.
- 14.3.6 Upon request of the unit member; written notice of the transfer decision shall be provided.
- 14.3.7 A unit member transferred involuntarily during the school year or whose program has been moved to another site shall be given the option of release time for three (3) days in order to pack, unpack, and prepare the new classroom or will be offered \$250 in lieu of release time. The District shall provide packing materials and will move appropriate District-owned and mutually agreed upon classroom materials.

Timeline Day One: Outgoing students (from the transferred teacher's classroom) move into their new classrooms while transferred teacher packs his/her classroom.

Timeline Day Two: Transferred teacher's materials are transported by the District to the new site and delivered to the classroom.

Timeline Day Three: Transferred teacher unpacks and prepares new classroom.

Timeline Day Four: Students (at the transferred teacher's new site) are moved to their new classroom.

### 14.4 Special Education Assignments

- 14.4.1 Unit members assigned to the Special Education department who are interested in a different assignment for the coming year may submit a transfer request form at any time to both the Director of Special Education and Human Resources to be considered for any assignment for which they are credentialed. The transfer request form is available on the District website or by contacting Human Resources.
- 14.4.2 Unit members assigned to the Special Education department who have submitted the transfer request form will be included in the group of applicants receiving interviews for an open position, excluding the period of August 1 through September 30.

## ARTICLE 15. CLASS SIZE

### 15.1 District-wide staffing ratios:

Beginning with the 2013-14 school year, the State of California enacted the Local Control Funding Formula (“LCFF”) which has a stated goal of providing additional funds to serve the students of the State of California.

Upon full implementation of the LCFF, as a condition of the receipt of an additional adjustment to the transitional kindergarten, kindergarten, and grades 1 to 3 inclusive base grant (“additional Class Size Reduction (CSR) adjustment grant”), all school districts shall maintain an average class enrollment for each school site for transitional kindergarten, kindergarten and grades 1 to 3, inclusive, of not more than 24 pupils, unless a “collectively bargained alternative ratio” is agreed to by the school district. (Education Code section 42238.02(d)(3)(D)).

Beginning with the 2013-14 school year and continuing until section 42238.03(b)(4) is effective upon full implementation of the LCFF, as a condition of the receipt of the additional CSR adjustment grant, school districts with class size averages of more than 24 students will need to make progress towards maintaining an average class enrollment of not more than 24 pupils in transitional kindergarten, kindergarten and grades 1 to 3, inclusive per school site pursuant to the calculations outlined in 42238.02(d)(3)(B), unless a “collectively bargained alternative annual average class enrollment” for each school site in those grades is agreed to by the school board.

Therefore, based on the recitals above, MHFT and the District agree to the following district-wide staffing ratios of teacher to pupils:

Grades TK-3	The average class enrollment for each school site for transitional kindergarten, kindergarten and grades 1 to 3, inclusive, may be up to 29 pupils. However, no individual class will have more than 32 students. It is the intent of the parties that this language addresses any and all obligations of the parties to have “a collectively bargained alternative ratio” and includes the parties’ agreement on these issues as required to preserve the additional CSR adjustment grant, as currently stated in the LCFF provisions, including Education Code section 42238.02
Grades 4-5	1 teacher per 29 pupils
Grades 6-8	1 teacher per 29 pupils (with a 6 period day)
Grades 9-12	1 teacher per 29 pupils (with a 6 period day)
Continuation High School	1 teacher per 27 pupils
Grades 6-8	1 teacher per 23 pupils (with 7 period day)
Grades 9-12	1 teacher per 23 pupils (with 7 period day)

15.1.1 Notwithstanding any contrary provision of Article 15, class sizes in transitional kindergarten, kindergarten, first, second, and third grade classes shall be in accordance with the class size reduction legislation, as amended, as long as the District's Governing Board elects to participate in the class size reduction program in the first or second grade and other grades, if any, and as long as the class size reduction legislation is funded by the State of California at current or higher levels.

- 15.1.2 Each school year during the first fifteen (15) days of instruction, the District will provide to the Federation an enrollment report which lists individual class enrollments, total full time equivalent (F.T.E.) staff positions, and total enrollment at each grade span. At the TK-6 level, the actual ratio of teachers to pupils at each grade span will be listed. In classes bridging grade spans, the students in the higher student-teacher ratio grade span shall be counted for purpose of this article (15.1) in the lower student-teacher ratio span.
- 15.2 The District shall attempt to limit enrollment in the following manner:
- 15.2.1 In TK-5 classes so that a maximum of thirty-two (32) is not exceeded.
- 15.2.2 In 6-12 classes so that a maximum of thirty-six (36) is not exceeded.
- 15.2.3 In 6-12 classes so that a teacher shall not be assigned more than 180 pupils (excluding student assistants). In a 6 period schedule, teachers assigned fewer than five (5) sections shall have a prorated maximum load (one-fifth (1/5) of the load multiplied by the number of qualified sections taught) except for sections exempted from maximums.
- 15.2.4 In 6-12 Physical Education classes so that a maximum of 48 is not exceeded. A teacher teaching five (5) Physical Education classes shall be assigned to no more than 240 students. For a teacher who teaches in more than one department which have different class size maximums, total student contacts will be calculated on a pro-rata basis on the class size maximums for each class they teach.
- 15.2.5 Music sections are exempted from these maximums.
- 15.2.6 The District shall attempt to limit enrollment in the Special Day Classes to a maximum of 12 students. If a placement into a class would exceed the maximum of 12, all possible receiving teachers will meet with the Special Services administrator or designee to determine the best placement for the incoming student.
- 15.2.7 Speech Language Pathologist caseload  
When developing SLP assignments, the following factors will be taken into consideration: total number of students; degree of needs of students, required level of services of students, and whether group or individual services are provided; if assigned to more than one site, distance between sites and start times of sites. Every effort will be taken to have SLP caseload not exceed fifty-five (55). The District shall pay additional compensation at a rate of one extra-duty unit stipend for caseloads of 56-60 and two extra-duty stipends for caseloads 61-65 twice per year in the final paycheck in December and June based on class size on December 1 and June 1, respectively. The District shall not exceed a caseload of 65.
- 15.3 TK-5 maximums and 6-12 maximums may be exceeded with mutual consent of teachers and principal.
- 15.4 District or Federation representatives may request a meeting at a mutually agreed time during the first fifteen (15) days of instruction to review staffing ratios and class sizes.

The District will adjust staffing as necessary to comply with Article 15.1 by the twenty first (21st) day of instruction. In the event that unit member's pupil load exceeds the above maximums

(Section 15.2) for each of the first twenty (20) days of the school year or for a period of ten (10) consecutive school days thereafter, the District will either reduce the number of students assigned so as to comply with the maximum or provide compensation as outlined in Article 15.5 (elementary) and Article 15.6 (secondary).

- 15.5 In the event that the district-wide ratio is exceeded, for each 29th student above the ratio the District and the Federation will come to mutual agreement to add a teacher(s) or distribute stipends that equate to the cost of the teacher(s).

15.5.1 The District shall attempt to limit enrollment in the following manner in TK-5 classes so that a maximum of thirty-two (32) is not exceeded: Teachers exceeding the 32 student maximum will be eligible for compensation the 21st day after the start of the school year and compensation will be retroactive to the date of enrollment. At any time during the school year, the 33rd student enrolled for ten (10) consecutive days will trigger compensation. Compensation will be \$15 per student per day above the thirty-two (32) student maximum.

15.5.2 As long as the Local Control Funding Formula grade-span adjustment for TK-3 is funded by the State of California at the 2018-19 rate or a higher level, general education teachers will be eligible for compensation beginning the 21st day after the start of the school year, in TK-3 general education classes that exceed the staffing ratio included in the Local Control Accountability Plan (LCAP) by more than two (2) students or the number identified in the chart below for over ten (10) consecutive instructional days. Teachers shall be compensated in the amount of one unit stipend for each student in excess as identified in the chart below. The total districtwide amount for stipends to be expended for exceeding the Board established staffing ratios will not exceed a total of \$30,000 for all TK-3 classes for the year. If the total amount exceeds \$30,000, then the \$30,000 will be divided proportionally among those teachers who have a class overage.

2018-2019, 2019-2020 Grade-span Adjustment:

Grade Level or Grade Span	Staffing Ratios included in LCAP for 2018-19 and 2019-20	Class Size Cap 2018-19	Stipend issued to a teacher for each student in the class at or above this number up to 32 students (max. \$30,000 expended district-wide in stipends) at which point 15.5.1 is in effect.
Grade TK	20	22	23
Grades K-2	24	26	27
Grade 3	29	30	31

*Above table subject to revision annually based on staffing ratios for the TK-3 grade-span adjustment identified in the Local Control Accountability Plan (LCAP)*

15.5.3 The maximum class size provisions and maximum pupil assignment (6-12) provisions shall be in effect excluding, at the 6-12 level, the consecutive ten (10) days at the beginning of the 2<sup>nd</sup> semester. In the event that unit member's pupil load exceeds the maximums (Section 15.2) for each of the first twenty (20) days of the school year or for a period of ten (10) consecutive school days thereafter, the District will either reduce the number of students assigned so as to comply with the maximum or compensate at the rate of \$175 per semester, per pupil, per period.

- 15.6 The District-wide staffing ratios for the following positions shall be based upon the following ratios which will not be modified without invoking the consultation provisions of Article 24.3 and/or 24.7 of this Agreement:

Counselors	(6-12)	1:500	6-12 grade students
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15.7 Combination Class

15.7.1 Definition: A combination class combines two or more grade levels, TK-~~6~~5, created by the administration because of space and/or staff limitations and to which a teacher is assigned.

15.7.2 After the 20th day of school, individual teachers of combination classes will receive additional compensation in the amount of one unit stipend, not to exceed a total of \$30,000 for all combination classes for the year. If the total amount exceeds \$30,000, the \$30,000 will be divided equally among those teachers who are assigned combination classes.

## ARTICLE 16. EVALUATIONS

### 16.1 Evaluation Procedures

Evaluation is the process the District uses through its evaluators to assess the performance of unit members based upon job description, provisions of this contract, evaluation criteria, applicable District policies and regulations, applicable county, state and federal laws and regulations, adopted course outlines, learner goals and other duties and responsibilities as assigned.

The Morgan Hill Unified School District's evaluation process can be conducted through one of three methods: Administrative Evaluation, Peer-based Evaluation, or Project-based Evaluation, each based on professional standards.

The standards as described in the Evaluation Handbook for Certificated Staff act as a guide for discussion regarding professional growth and serve as a basis for unit member evaluation. Each certificated unit member is responsible for meeting the unit member's professional standards as described in the Evaluation Handbook for Certificated Staff to show growth in the unit member's practice as an educator. Administrators have the right and responsibility to observe certificated unit members in their work setting at any time. In a post-observation conference, administrators have the right and responsibility to identify any concerns related to meeting the standards that surfaced during an observation in the work setting.

### 16.2 Three Evaluation Methods

There are three methods for certificated unit member evaluation. Each method uses self-assessment and reflection and is linked to the appropriate standards continuum for the credentialed unit member's position or assignment. Continuums are available for classroom teacher, librarian, counselor, and nurse; addendum available for Teacher on Special Assignment.

**Administrative Evaluation:** This is an optional method for permanent unit members who *have met* or *exceeded* standards in their previous overall evaluation rating. Administrative Evaluation is the required method for probationary unit members and temporary unit members. It is also a required method for permanent unit members who *have not met* or who *have partially met* standards in their previous overall evaluation rating or are currently receiving TSN support.

**Peer-based Evaluation:** With administrative approval, this is a recommended option for permanent unit members who *have met* or *exceeded* standards in their previous overall evaluation rating and would like to work with a peer in order for each peer/partner to examine practices and demonstrate proficiency.

**Project-based Evaluation:** With administrative approval, this is another recommended option for permanent unit members who *have met* or *exceeded* standards in their previous overall evaluation rating and would like to demonstrate proficiency via a professional project related to their current practices.

16.2.1 Evaluators are those administrators designated by the District to evaluate unit members. By September 1, each evaluatee shall be notified of the evaluator assigned to the unit member; and given access to the Evaluation Handbook for Certificated Staff.

16.2.2 Summary evaluations shall reflect progress and performance in the areas of the professional standards. Administrators and all unit members are responsible for meeting

professional standards at all times. As administrators observe formally or informally in classrooms or work settings, they also have the right and responsibility to identify any concerns related to meeting the standards. Administrators have the right and responsibility to observe unit members at any time. Participation and performance of professional duties outside the classroom setting, such as attending meetings, are included in the evaluation process and will be documented.

### 16.3 Administrative Evaluation Method

A permanent unit member who *meets* or *exceeds* standards in the previous overall evaluation rating may elect to be evaluated under the Administrative Evaluation option.

The Administrative Evaluation method is the only option for the following:

- Temporary unit members
- Probationary unit members
- Unit members under remediation plan due to an overall evaluation rating of *partially meets* or *does not meet* standards in the previous year and teachers who are receiving Teacher Support Network (TSN) support.
- Unit members who have failed to complete previous Peer-based or Project-based Evaluation cycle deadlines in the previous year

#### 16.3.1 Administrative Evaluation Cycle:

Administrative evaluations will be conducted for two (2) consecutive years or more until the unit member has reached permanent status and has a *meets* or *exceeds* standards on the overall evaluation rating. A unit member under a remediation plan will remain on the Administrative Evaluation method until the unit member achieves a *meets* or *exceeds* standards on the overall evaluation rating.

#### 16.3.2 Administrative Evaluation Procedures and Timeline:

- 16.3.2.1 By September 1: At each work site, unit members shall be notified of and given access to district evaluation materials, including notification of primary evaluator. In preparation for the initial meeting with the evaluator unit members will:
- Use the appropriate Continuum to mark their level of performance for each element of the standards. This detailed Continuum is retained by the evaluatee.
  - Use their self-assessment on the Continuum to complete and submit the Reflection and Professional Goals form identifying strengths and areas of growth, and developing up to three professional goals.
- 16.3.2.2 By September 15: Unit members meet with their primary evaluator to review Continuum and to present, discuss and agree upon professional goals.
- 16.3.2.3 By October 1: Unit members will receive notice of approval on professional goals. MHFT and MHUSD will work with unit members who transfer to another site after the start of school.



- 16.3.2.4 By February 15: It is recommended that the evaluator shall provide any TSN Participating Teacher with a completed copy of the Standards Checklist with Narrative Summary.
- 16.3.2.5 By April 1:
1. The evaluator will conduct at least one formal observation which will include the following steps:
    - A pre-observation conference between the evaluator and evaluatee will be held to discuss the specific continuum attributes for evaluator focus during the observation unless the evaluator and evaluatee agree that a pre-observation conference is not needed.
    - The evaluator's completion of the Observation Form (see Observation Form options in resources Appendix).
    - A post-observation conference will be held within 10 work days, unless mutually extended, during which the evaluator will share the findings noted on the observation form, and the evaluator and evaluatee will discuss progress on professional goals.
    - As a prior condition to a summary evaluation finding of *partially meets* or *does not meet* standards on the overall evaluation rating, the evaluator will conduct at least two formal observations with post-observation conferences at least twenty-five work days apart.
  2. Unit members will submit a brief written summary regarding progress on professional goals to the primary evaluator.
- 16.3.2.6 By May 1: The evaluator shall provide the unit member with a completed copy of the Standards Checklist with Narrative Summary, including information from the unit member's reflection on progress toward meeting professional goals. The evaluator shall hold, at a mutually agreeable time, a summary evaluation conference with the unit member, which may be after May 1 but not later than May 15.
- If the overall evaluation is partially meets or does not meet standards on the overall evaluation rating, the evaluator will reference areas of deficiency (as previously documented through formal observations, conference memos, emails, etc.) in the Narrative Summary and will complete a Remediation and Support Plan form.
- 16.3.2.7 The Remediation Plan will include areas of deficiency, specific recommendations for improvements, suggestions for support, and appropriate timelines. Any unit member receiving an overall evaluation rating of *partially meets* or *does not meet* standards is automatically placed on a remediation plan and will continue to be under Administrative Evaluation the following year. (See also Article 21 for additional options for working under a remediation plan)
- 16.3.2.8 If the primary evaluator does not meet this deadline, the unit member may choose to sign the late evaluation or have the evaluation removed from his or her file. The unit member will continue on their current evaluation cycle.

## 16.4 Peer-Based Evaluation Option

16.4.1 With administrative approval, the following certificated employees may elect to be evaluated under the Peer-Based Evaluation Option:

- Permanent unit members with a previous evaluation that *met* or *exceeded* standards on the overall evaluation rating.

16.4.2 Procedures: Unit members will collaborate with and observe practice of a peer on respective professional goals.

- Peers will meet for a total of four conference/observation cycles (two per unit member).
- Peers will meet before and after each observation and complete an observation form (see Observation Form options in Resources Appendix).
- Each observation form will be completed by peer observer and submitted to evaluatee and primary evaluator (administrator) as completed.
- The Standards Checklist with Narrative Summary will be written by the evaluatee at the end of the cycle. This Standards Checklist with Narrative Summary will be signed by the primary evaluator (administrator).

16.4.3 Timeline: Unit members who are afforded the opportunity to use Peer-Based Evaluation Option have the responsibility to meet all deadlines.

16.4.3.1 By September 1: At each work site, unit members shall be notified of and given access to district evaluation materials, including notification of primary evaluator. In preparation for the initial meeting with the evaluator unit members will:

- Use the appropriate Continuum to mark their level of performance for each element of the standards. This detailed Continuum is retained by the evaluatee.
- Using the completed Continuum, complete and submit the Reflection and Professional Goals form with strengths and areas of growth and develop up to three professional goals.

16.4.3.2 By September 15:

- Unit members meet with their primary evaluator to review Continuum and to present, discuss and agree upon professional goals.
- Partners will submit a calendar of possible observation dates (see resource appendix).

16.4.3.3 By October 1:

- Unit members will receive notice of final approval on professional goals and will confirm evaluation method. (MHFT and MHUSD will work with unit members who transfer to another site after the start of school.)

16.4.3.4 By February 1: Primary evaluator (administrator) will review progress with evaluatee.

- 16.4.3.5 By April 1:
- All observations will have been completed.
  - All observation forms will have been submitted to administrator.
  - If a unit member is unable to complete the peer observations or observation forms by this deadline, the observation and supporting documentation deadline may be extended to no later than May 1, by mutual agreement between unit member and administrator.
- 16.4.3.6 By May 1:  
Each unit member shall complete and submit the Standards Checklist with Narrative Summary to the primary evaluator (administrator), including progress toward meeting professional goals.
- 16.4.3.7 By May 15:  
The evaluator shall schedule, at a mutually agreeable time, a summary evaluation conference with the unit member, which may be after May 1 but not later than May 15. The unit member will meet with the evaluator to review Continuum of Developmental Abilities and the Standards Checklist with Narrative Summary and other documentation. If agreement is reached between the unit member and the evaluator on the Standards Checklist for a *meets* or *exceeds* standards on the overall evaluation rating, unit member and evaluator will sign the final documents. The administrator will submit the documents to Human Resources, and the evaluation cycle will be completed.
- 16.4.3.8 If agreement cannot be reached between unit member and evaluator on the overall evaluation rating on the Standards Checklist with Narrative Summary, the evaluator will provide a written explanation for the discrepancy in findings. All unsigned documentation will be submitted to Human Resources. The unit member will begin a new evaluation cycle at the start of the next school year under Administrative Evaluation.
- 16.4.3.9 If a unit member has not completed the Peer-Based Evaluation option by May 1, the evaluator will meet with the unit member and utilize the Standards Checklist with Narrative Summary to document that the unit member did not meet the deadline and that the unit member will be placed on Administrative Evaluation at the start of the next school year.
- 16.4.3.10 If the primary evaluator does not meet with the unit member by the May 15 deadline, the Standards Checklist with Narrative Summary written by the unit member will be submitted to Human Resources without input from the evaluator.

## 16.5 Project-Based Evaluation Option

16.5.1 With administrative approval, the following certificated employees may elect to be evaluated on the Project-Based Evaluation option:

- Permanent unit members with a previous evaluation that *met* or *exceeded* standards on the overall evaluation rating.

16.5.2 Procedures:

- Work with evaluator on a mutually agreed upon Project-Based evaluation plan.
- The Standards Checklist with Narrative Summary will be written by the evaluatee at the end of the cycle.

16.5.3 Timeline: Unit members who are afforded to use Project-based Evaluation Option have the responsibility to meet all deadlines:

16.5.3.1 By September 1:

At each work site, unit members shall be notified of and given access to district evaluation materials, including notification of primary evaluator. In preparation for the initial meeting with the evaluator, unit members will:

- Use the appropriate Continuum to mark their level of performance for each element of the standards. This detailed Continuum is retained by the evaluatee.
- Using the completed Continuum, complete and submit the Reflection and Professional Goals form with strengths and areas of growth and develop up to three professional goals.

16.5.3.2 By September 15:

- Unit members meet with their primary evaluator to review Continuum and to present, discuss and agree upon professional goals.
- Unit member and primary evaluator create a mutually agreed upon Project-based evaluation plan based on one of the options listed in the Resource Appendix.
- If agreement cannot be reached on a Project-based evaluation plan, the unit member will be under Administrative Evaluation for that cycle.

16.5.3.3 By October 1:

Unit members will receive notice of final approval on professional goals and project-based evaluation plan. MHFT and MHUSD will work with unit members who transfer to another site after the start of school.

16.5.3.4 By February 1:

Primary evaluator (administrator) will review progress with evaluatee.

- 16.5.3.5 By April 1:  
All projects and supporting documentation will have been completed and submitted to primary evaluator (administrator).
- If a unit member is unable to complete the project by this deadline, the project and supporting documentation deadline may be extended to no later than May 1, by mutual agreement between unit member and administrator.
- 16.5.3.6 By May 1:  
Each unit member shall complete and submit the Standards Checklist with Narrative Summary to the primary evaluator (administrator), including progress toward meeting professional goals.
- 16.5.3.7 By May 15:  
The evaluator shall hold, at a mutually agreeable time, a summary evaluation conference with the unit member, which may be after May 1 but not later than May 15. The unit member will meet with primary evaluator to review the Standards Checklist with Narrative Summary and other documentation. If agreement is reached between the unit member and the evaluator on the Standards Checklist for a *meets* or *exceeds* standards on the overall evaluation rating, unit member and evaluator will sign the final documents. The administrator will submit them to Human Resources, and the evaluation cycle will be completed.
- 16.5.3.8 If agreement cannot be reached between unit member and evaluator on the overall evaluation rating on the Standards Checklist with Narrative Summary, the evaluator will provide a written explanation for the discrepancy in findings. All unsigned documentation will be submitted to Human Resources. The unit member will begin a new evaluation cycle at the start of the next school year under Administrative Evaluation.
- 16.5.3.9 If a unit member has not completed the Project-Based Evaluation option by May 1, the evaluator will meet with the unit member and utilize the Standards Checklist with Narrative Summary to document that the unit member did not meet the deadline and that the unit member will be placed on Administrative Evaluation at the start of the next school year.
- 16.5.3.10 If the primary evaluator does not meet with the unit member by the May 15 deadline, the Standards Checklist with Narrative Summary written by the unit member will be submitted to Human Resources without input from the evaluator.

## 16.6 Post-Evaluation Procedures

- 16.6.1 No evaluation documents may be placed in the evaluatee's file unless the

evaluatee has received a copy and has had an opportunity to discuss the document with the unit member's evaluator. Within ten (10) working days of the receipt of a written evaluation, the evaluatee may submit a written response to be attached to the evaluation.

- 16.6.2 During a school year, the evaluatee may request a conference with the Superintendent or designee to discuss evaluation of the unit member.
- 16.6.3 If an evaluatee receives *partially meets* or *does not meet* standards on the overall evaluation rating, the evaluatee, after the evaluation conference, shall have, if he/she requests, another conference with the evaluator accompanied by a Federation representative.
- 16.6.4 The District may require, during any evaluatee's regular work day or such other time as may be mutually agreeable, that an evaluatee participate in a mutually agreed upon program of professional development designed to improve evaluatee's performance, including but not limited to TSN. If mutual agreement cannot be reached, the Superintendent or designee shall retain final determination of the program. When the District requires a particular program of remediation, the District shall pay necessary costs, in an amount approved in advance by the District.
- 16.6.4 If an evaluatee receives a *does not meet* standards on the overall evaluation rating, the evaluatee will be required to participate in TSN the following year (see Article 21).
- 16.6.6 The substance and supporting documents of a summary evaluation shall not be subject to the grievance procedure.
- 16.6.7 Evaluation procedures and documents will be included in an evaluation handbook. Modifications to the handbook are made by agreement between the Superintendent and the MHFT President.

## **ARTICLE 17. PERSONNEL FILES**

- 17.1 Materials in personnel files of unit members which may affect the status of their employment are to be made available for the inspection of the person involved.
- 17.2 Material in the personnel file is not to include ratings, reports, or records which were obtained prior to the employment of the person involved; or were prepared by identifiable examination committee members; or were obtained in connection with promotional examinations.
- 17.3 Every unit member shall have the right to inspect his/her personnel file upon request, provided that the request is made at a time when such a person is not actually required to render services to the District.
- 17.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. This review (Section 17.4) applies to a specific document to be reviewed, not to the entire file.
- 17.5 Any unit member desiring to review his/her personnel file may be accompanied by a representative of his/her choice.
- 17.6 All information used to determine the employment status of a unit member, obtained after the date of hire, shall be filed in the district personnel file.

## ARTICLE 18. GRIEVANCE PROCEDURES

### 18.1 Definitions

- 18.1.1 A *grievance* is a written allegation by a grievant that he/she has been adversely affected by a violation, misapplication, or misinterpretation of a specific provision of this Agreement.
- 18.1.2 A *grievant* may be any unit member covered by the terms of this Agreement. Further, the District may allow the filing of a grievance by a group of unit members, providing that an identical grievance is alleged and identical remedy sought. The Federation may grieve only if there is an alleged violation of the "Federation Rights" provision of this Agreement.
- 18.1.3 A *day* is any day the district office is open for business.
- 18.1.4 An *immediate manager* is the administrator to whom the grievant is responsible.

### 18.2 Informal Resolution

- 18.2.1 Before filing a formal written grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate manager.
- 18.2.2 Following the informal conference between the grievant and the immediate manager, the grievant may request a second informal conference with the immediate manager and may be accompanied by a representative of his/her choice.

### 18.3 Formal Procedure - Step One

- 18.3.1 Within thirty (30) days after the occurrence of the alleged act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the *Statement of Grievance* form to his/her immediate manager. The *Statement of Grievance* shall name the employee(s) involved, state the facts giving rise to the grievance, the specific provisions of this agreement alleged to be violated, the contention of the grievant, the specific remedy sought and the decision rendered at the informal conference.
- 18.3.2 Within ten (10) days after the receipt of the *Statement of Grievance*, the immediate manager shall communicate his/her decision in writing to the grievant.

### 18.4 Formal Procedure - Step Two

- 18.4.1 Within five (5) days of receiving the decision of the immediate manager, the grievance may be submitted to the Assistant Superintendent of Human Resources if the grievant is not satisfied with the decision. There will be a written statement including a copy of the original grievance, the decision rendered, and a clear and concise statement of the reasons for appeal submitted to the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources will schedule a meeting of the mediation panel at a mutually agreeable date and time.



- 18.4.2 The Mediation Panel shall consist of three (3) representatives from MHUSD and three (3) representatives from MHFT
  - 18.4.2.1 By the second week of the school year, the Federation and the District shall identify the panel members and three (3) alternates for each side, who are qualified and willing to participate on all Mediation Panels.
  - 18.4.2.2 All persons identified by the Federation and the District as Mediation Panel participants shall participate in a joint training process.
- 18.4.3 Within ten (10) days of receipt of the grievance appeal, the Mediation Panel shall meet and investigate the grievance resolution. An informal hearing may be scheduled within twenty days if necessary.
- 18.4.4 The Mediation Panel shall make a recommendation to the Superintendent/Designee. The Superintendent shall consider the Panel's recommendation and communicate the decision in writing within ten (10) days after receiving the Panel's recommendation.
- 18.4.5 Should the grievant disagree with the Superintendent's determination, the grievance may be moved to step three (3) Article 18.5 and/or to step four (4) Article 18.6.
- 18.5 Formal Procedures - Step Three (optional)
  - 18.5.1 The grievant may, within five (5) days after receipt of the Superintendent's decision, notify the superintendent in writing that he/she has elected to refer the grievance to mediation.
  - 18.5.2 The grievant may, within five (5) days following notification to the Superintendent, select a qualified mediator from the California Conciliation Service and shall inform the Superintendent of his/her selection
  - 18.5.3 The grievant shall schedule a conference with the Superintendent and the mediator at a mutually convenient time. The grievant shall suffer no loss of pay if the meeting is during working hours. The grievant may be accompanied by a representative of his/her choice.
  - 18.5.4 If the grievance is resolved through mediation, the Superintendent shall notify the grievant in writing of his decision and both parties waive the right to further appeals.
  - 18.5.5 If the grievance is not resolved through mediation, the grievant may, within five (5) days of the last mediation meeting, appeal the decision to the Board of Education.
  - 18.5.6 All costs incurred by mediation except approved released time, shall be borne by the grievant and/or Federation.
- 18.6 Formal Procedures - Step Four
  - 18.6.1 The grievant may, within five (5) days after receipt of the Superintendent's decision, or within five (5) days of the last mediation meeting, appeal the decision to the Board of Education. A copy of this appeal shall be given to the immediate manager and the Superintendent at the same time.

- 18.6.2 The appeal shall include a copy of the original grievance, the previous decisions, a clear and concise statement of the reason for the appeal, and the specific remedy sought.
- 18.6.3 Within thirty (30) days after the receipt of an appeal, the Board of Education shall meet and review the grievance and shall meet with the grievant to review the appeal.
- 18.6.4 When the Board reviews the appeal, the grievant shall, with three (3) days' prior notice, meet with the Board to resolve the grievance. The Board shall communicate its decision in writing within eight (8) days following its decision.
- 18.6.5 The decision of the Board of Education shall be binding on all parties.

## 18.7 General Procedures

- 18.7.1 Until there is a final disposition of a grievance, the grievant is required to conform to the most recent decision of the District.
- 18.7.2 During the pendency of all proceedings and until a final determination has been reached, no actions will be made public without agreement of all parties.
- 18.7.3 Time limits in these procedures may be modified by agreement of all parties involved, specified in writing.
- 18.7.4 The failure of a grievant to conform to the specific provisions of the grievance procedures shall be deemed to be an acceptance of the decisions previously rendered and shall constitute a waiver of any future appeal on the particular grievance.
- 18.7.5 The failure of the District to conform to the specific provisions of the grievance procedures shall permit the grievant to submit an appeal at the next step of the grievance procedure.
- 18.7.6 Beginning with the second informal conference and including all formal steps, the grievant may be accompanied by a representative of his/her choice during meetings with the District.
- 18.7.7 At any step, the Federation shall receive the same formal documents as those given to the District or to the grievant.
- 18.7.8 At any step, the place of the specified District representative may be taken by his/her designee.
- 18.7.9 The Federation may initiate a grievance of an alleged violation of Federation Rights (Section 3.2) at Formal Procedures - Step Two.
- 18.7.10 Both the Federation and the District shall maintain a file of decisions of all formal grievances.
- 18.7.11 Whenever time for processing grievances is necessary during the school day, the Federation may request reasonable released time without loss of compensation.
- 18.7.12 No decision regarding a grievance shall be contrary to any provision of this Agreement.

## ARTICLE 19. PRESCHOOL TEACHERS

*This Article applies to preschool teachers who work in a District preschool program and have an Early Childhood Development Permit and/or Teaching Credential. Preschool teachers are required to meet all county, state, and federal requirements.*

*All aspects of the collective bargaining agreement of MHUSD and MHFT apply to preschool teachers, including but not limited to, rights, retirement options, layoffs, shared contracts, health and welfare benefits, payroll deductions, mileage, leaves, transfers, evaluation procedures, personnel files, grievance procedures, professional accountability, etc. The following contract language delineates further contractual obligations specific to preschool teachers.*

*This article does not apply to Special Education preschool teachers.*

### 19.1 Compensation

Preschool teachers shall follow the Preschool Salary Schedule (Addendum III). Any change in the Basic Salary Schedule (Addendum I) will automatically be applied to Preschool Salary Schedule (Addendum III). All other sections of Article 4 apply.

### 19.2 Hours of Employment

19.2.1 Work Year: Preschool teachers work the same contract year as other unit members, including pre-service and professional development days (see Article 12.1.1 and 12.1.3)

19.2.2 Non-instructional Days: At least 175 of the 180 approved MHUSD student calendar days will be instructional days. Up to five (5) instructional days of the 180-day student calendar may be non instructional days and used for student assessment, placement, and parent communication. The first two (2) student calendar days shall be used for initial assessment and placement. Preschool classes will begin on the third (3) instructional day of the approved MHUSD student calendar. Up to three (3) additional non-instructional days may be mutually determined by the Superintendent or designee and the MHFT President or designee to be scheduled for the purposes of assessment and parent communication. There will be between 175 and 178 instructional preschool days each year.

19.2.3 Student Instructional Day: Each preschool instructional day shall be no more than three hours per session. Each Wednesday (Collaboration) or minimum day shall be two hours per session, with parents attending as part of a cooperative learning environment. Hours per week shall comply with the Child Care Center General Licensing Requirements Manual for exemptions (see Article 2, section 101158 (7) (C)).

19.2.4 Teacher Work Day: Teachers assigned one session (either an AM or PM) shall be considered a 0.5 FTE on the Addendum III salary schedule. Teachers assigned two sessions (AM and PM session) shall be considered a 1.0 FTE on the Addendum III salary schedule. Teachers assigned two sessions shall receive 45 minutes between sessions, of which 30 minutes shall be duty-free (See Article 12.4 for additional definition of work day). Teachers will attend a minimum of 18 of the annually scheduled Wednesday collaboration meetings. Preschool teachers and site administrator will determine which collaboration meetings are most critical or meaningful. This schedule will be

determined at the beginning of each trimester. Preschool teachers are not excluded from attending additional staff or collaboration meetings.

19.2.5 In the event the district implements a home based Migrant preschool program, a preschool teacher may be assigned a case load that fits within the session hours. A session may be site based or home based.

19.2.6 Supervision Hours: Each preschool teacher shall supervise students during recess. This is in lieu of the twenty-five (25) hours per year identified in Article 12.4.6. The recess time shall be the equivalent of ten (10) minutes per hour.

19.2.7 Parent Engagement Evenings: Any mutually agreed upon evening meetings, such as bi- literacy nights or parent education events, that exceed the contractual requirements shall be compensated at the miscellaneous hourly rate (see also Article 12.4.8).

### 19.3 Class Size

Class size for the preschool program shall adhere to the state and county guidelines.

## **ARTICLE 20. PROFESSIONAL ACCOUNTABILITY**

- 20.1 The District may discipline any unit member for cause, including but not limited to: a violation or disregarding of the law, district rules or regulations, board policy or administrative directives; abusive behavior of a physical or verbal nature toward students, fellow employees or the public while performing school-related activities; failure to perform obligations under the agreement; and/or negligence.
- 20.2 If a unit member commits an unsatisfactory action(s) as described in 20.1, the progressive actions that may be taken by the District shall be as follows:
  - 20.2.1 A written warning, with suggestions for correction or avoidance of the problem.
  - 20.2.2 A written notice directing the unit member to correct the problem. The notice may include a one (1) day suspension with pay.
  - 20.2.3 Suspension without pay for a specified period of time, not to exceed ten (10) workdays.
  - 20.2.4 If, within eighteen (18) calendar months of committing such unsatisfactory actions(s), a unit member commits similar unsatisfactory action(s) for which he/she received a written notice as provided in 20.2.1, the District may proceed immediately to Section 20.2.2.
  - 20.2.5 If the District contends that the conduct of a unit member is a hazard or poses a clear possibility of a hazard to the students, employees, or property of the school district, or if the District contends that a unit member has been culpable of gross misconduct or dishonesty while performing tasks required of his/her employment, or if the unit member is charged with a felony, the District may suspend with pay immediately and then proceed directly to Section 20.2.3 and follow the procedures specified in this article.
- 20.3 Notice of intent to suspend without pay shall be served to the unit member in person or by registered mail to his/her last known address. The notice shall include the following information:
  - 20.3.1 Statement of the nature of the disciplinary action (suspension).
  - 20.3.2 Effective date and term of the suspension.
  - 20.3.3 Citation of the specific section in the article and specific charges that are the basis for the suspension.
  - 20.3.4 In cases where 20.2.4 or 20.2.5 are invoked, a statement shall be included which explains the reason(s) the progressive disciplinary steps were omitted.
  - 20.3.5 Statement advising the unit member of his/her right to be heard at a conference with the Superintendent and of the employee's right to representation by the exclusive representative, or a representative of his/her choice, at such conference.
- 20.4 Within six (6) days of the receipt of notice of District intent to suspend without pay, the affected unit member may request a conference with the Superintendent and a representative of the unit member's choice for the purpose of reviewing the charges and the reasons for the District's stated

intent to suspend without pay. Within five (5) days of the conference the District will notify the unit member of the Superintendent's final decision; to implement its announced intention to suspend, to modify its announced intention, or to rescind the suspension.

- 20.5 A unit member may, within five (5) days after receipt of the Superintendent's decision, appeal the decision to the Board of Education. The Board of Education shall schedule a meeting with the unit member at the next regularly scheduled Board meeting. The Board of Education's decision shall be binding and final. The Board's decision shall be communicated in writing to the unit member within five (5) days following its decision.
- 20.6 Except in cases where Section 20.2.5 is invoked, implementation of a suspension shall not occur until either the appeal to the Superintendent and Board of Education is completed or the unit member fails to appeal to the Superintendent and the Board of Education. In cases where Section 20.2.5 is invoked, implementation of loss of pay may not occur until either the appeal to the Superintendent and Board of Education is completed or the unit member fails to appeal to the Superintendent and Board of Education.
- 20.7 Neither the statement described in Section 20.3 nor any other record pertaining to this section shall be placed in the unit member's personnel file prior to ten (10) days after the finding of the final appeal to provide an opportunity for the unit member to respond in writing. If, within ten (10) days, the unit member provides a written response to the District notice of intent to suspend, the response will be appended to the District notice.
- 20.8 Nothing herein shall preclude or affect the District's right to discharge an employee pursuant to the Education Code or other law, regulations, or other provision of the collective bargaining agreement between the parties.
- 20.9 Procedures used to implement this Article are subject to the provisions of the grievance procedures; the substance and record of disciplinary action are not subject to grievance action.
- 20.10 Disciplinary action taken under the provisions of Article 20 shall not constitute the sole grounds for a dismissal action or a summary evaluation of "Needs Improvement" or "Unsatisfactory."

## ARTICLE 21. TEACHER SUPPORT

The Federation and the District agree to maintain a New Teacher Induction Program, an Intern Mentor Program and a Teacher Support Network (TSN). The purpose of these programs is to assist both new and permanent teachers employed by the District in the development of proficiency in the performance of their duties.

### 21.1 New Teacher Induction

The District will provide a New Teacher Induction Program, based on the availability of Support Providers, for teachers who are in need of completing their clear credential requirements.

#### 21.1.1 Participating Teachers

All teachers employed by the district that qualify for New Teacher Induction may participate and complete the New Teacher Induction Program.

21.1.1.1 Teachers who successfully complete all requirements to clear their credential through the District provided New Teacher Induction Program will commit to working in the District for an additional number of years equal to the number of years enrolled in this program. (For example, a teacher who spends two years in the District provided Induction Program will commit to working an additional two years, for a total of four years.) Years of service worked in the District prior to entering the New Teacher Induction Program will count toward total years of service.

21.1.1.2 Unit members who voluntarily separate from the District and do not fulfill their full commitment will reimburse the District \$3,000 per year of Induction Program, which may be deducted from the unit member's final paycheck or paid by personal check. All other unit members who separate due to non-reelection, temporary release, or lay-offs, will be exempt from the repayment obligation.

#### 21.1.2 New Teacher Support Providers

Unit member(s) must apply to be considered for a support provider position(s). Unit members shall not be involuntarily transferred to this position. The Support Provider shall be a credentialed teacher with at least five years of successful teaching experience. Support Providers must have exemplary teaching abilities, communication skills, and mastery of strategies to meet student needs.

21.1.2.1 Support Providers will be selected through an application process which may include a classroom observation and will include an interview conducted by a joint panel that includes Administration and MHFT representatives.

21.1.2.2 Support Providers will be released from their classroom duties for up to five years. The Support Provider will provide support to a maximum of twenty (20) Participating Teachers per year. Caseloads of less than sixteen (16) may result in prorated release time.

21.1.2.3 Support Providers will remain on the regular evaluation cycle for classroom teachers.

21.1.2.4 Upon completion of assignment as Support Provider, the unit member will be returned to the same teaching assignment and site. In a case when this is not possible, the Support Provider will be given preferential choice of available teaching assignments.

## 21.2 Internship Mentors

The District will provide a mentor for teachers who are enrolled in a Commission approved Intern Program.

### 21.2.1 Participating Teachers

21.2.1.1 All intern teachers employed by the district who are enrolled in a Commission approved Intern Program will be provided a District mentor as a condition of employment.

21.2.1.2. Intern Teachers who are provided a district mentor will be paid at  $\frac{7}{8}$  (or 87.5%) of Column 1, Step 1 of the Certificated Employee Salary Schedule (Addendum 1) for the duration of their internship (per Education Code 44462). When a unit member earns her/his preliminary teaching credential, all years of service as an intern will be applied toward their placement on the Salary Schedule.

### 21.2.2 Intern Mentors

21.2.2.1 Unit member(s) must apply to be considered as an Intern Mentor. Unit members shall not be involuntarily transferred to this position. The Intern Mentor shall be a credentialed teacher with at least five years of successful teaching experience similar to the job responsibilities of the intern(s). Intern Mentors must have exemplary teaching abilities, communication skills, and mastery of strategies to meet student needs.

21.2.2.2 Intern Mentors may either be released from classroom duties or compensated with extra-duty units. For a caseload of up to sixteen (16) interns, an Intern Mentor may be released 100% from classroom duties or a pro-rated portion thereof. Intern Mentors who mentor fewer than three (3) interns may remain in the classroom full-time and be compensated at two (2) extra-duty units per intern instead of release time. The Superintendent or designee and the Federation President or designee will mutually agree upon the distribution of Intern Mentors and the method of compensation for their support of Intern teachers (release time or extra-duty unit compensation). Any additional required classroom release time of Intern Mentors will be provided by the District.

21.2.2.3 Intern Mentors will be selected through an application and interview process which may include a classroom observation.

21.2.2.4 Intern Mentors will be selected annually as needed. Upon completion of assignment as Intern Mentor who has been released from classroom duties, the unit member will be returned to the same teaching assignment and site. In a case when this is not possible, the Intern Mentor will be given preferential choice of available assignments.



21.2.2.5 Intern Mentors will remain on the regular evaluation cycle as classroom teachers.

### 21.3 Teacher Support Network

The Teacher Support Network (TSN) is a joint effort between the Federation and the District to provide formal, structured peer support to teachers who have received a *does not meet standards* or *partially meets standards* overall rating on their evaluation. Participation in the TSN program is a process parallel to the evaluation process and is intended to focus on the teacher's professional growth and progress. Teachers apply to the program and to the extent possible are matched with a Support Provider based upon teaching assignment, grade span, and areas of need. The Participating Teacher will remain on the evaluation cycle and will be formally observed and evaluated by the primary evaluator during this period of support. The goal is to help the Participating Teacher focus on improving his/her teaching practice through structured peer support with the use of a remediation plan in order to improve student outcomes.

#### 21.3.1 Participation Guidelines

Unit members required to participate in Teacher Support Network include those with an:

- Overall evaluation rating of *does not meet standards*, with a remediation plan
- Overall evaluation rating of *partially meets standards* for two (2) consecutive years, with a remediation plan

Unit members who are eligible to apply and voluntarily participate in Teacher Support Network, dependent on panel approval, include those with an:

- Overall evaluation rating of *partially meets standards*
- Overall evaluation rating of *meets standards* after participating in the TSN program for one (1) year and recommended by TSN panel. In this case, the Participating Teacher will continue on administrative evaluation.

Eligible teachers may apply to voluntarily participate in TSN by the last instructional day of the school year.

#### 21.3.2 TSN Panel

The Teacher Support Network will be administered by a joint Federation and District panel, comprised of three site administrators appointed by Superintendent or designee and three Federation representatives appointed by MHFT president or designee.

21.3.2.1 The TSN panel will establish the process, protocols, training and development for the Participating teachers and support providers. In addition to the TSN panel members, a representative from Human Resources, Educational Services, and MHFT leadership may attend all meetings and panel presentations.

21.3.2.2 The TSN panel will meet quarterly with Support Providers to review progress. Participating Teachers will report their progress, including bringing evidence and any formal updated documentation from the site evaluator, at least twice a year to the TSN panel.

21.3.2.3 The TSN panel will make a recommendation to the Superintendent or designee

regarding each Participating Teacher's progress in TSN by March 1 and may include information from the final administrative evaluation documents.

21.3.2.4 The District, on behalf of the TSN panel, will communicate with primary evaluators regarding the importance of completing the summary evaluation by the final panel presentation date. Additionally, the District will provide appropriate training to primary evaluators on the purpose of TSN and the importance of meeting all evaluation timelines.

### 21.3.3 TSN Support Providers

The District will accept applications from highly successful teachers who are interested in providing peer support through TSN. Once matched with a Participating Teacher, the Support Provider will attend an orientation on confidentiality and training on mentoring/coaching practices, the evaluation process and how it parallels the Teacher Support Network. Support Providers shall be compensated two extra duty unit stipends per year for serving in this role.

21.3.3.1 The Support Provider will meet with the Participating Teacher weekly throughout the school year and assist him/her with meeting the goals of the remediation plan developed by the evaluator. The Support Provider will coordinate and be present at feedback or post-observation meetings with the Participating Teacher and primary evaluator regarding progress on remediation plan. The goal is to promote clear three-way communication among Participating Teacher, primary evaluator, and Support Provider.

21.3.3.2 The Support Provider will observe the Participating Teacher in his/her classroom at least four times in the fall and two times in the spring. Each observation shall be a minimum of one hour of classroom instruction and aligned with the goals in the remediation plan. After each visit, the Support Provider and Participating Teacher will meet and engage in a coaching conversation where feedback and suggestions for continued improvement will follow. Additionally, the Support Provider and Participating Teacher will observe other classrooms together at least twice for the purpose of debriefing and deconstructing instructional strategies and classroom routines relevant to the remediation plan. The Support Provider will provide feedback to the TSN Panel regarding the Participating Teacher's progress at a quarterly meeting.

21.3.3.3 The parties agree that individuals employed by the District in the Support Provider position shall continue to be part of the bargaining unit of which the Federation has been certified as the exclusive representative and neither party will assert before any federal, state or local administrative agency, arbitrator, or court of law, that individuals employed as Support Providers are outside of the bargaining unit of which the Federation is certified as the exclusive representative based upon such employment status. The Federation and District may mutually agree to hire an outside consultant as a Support Provider,

### 21.3.4 TSN General Timelines

By the last instructional day, unit members that are required to receive support will be notified of their participation in TSN.

**By June 1:** TSN panel members will be selected.

**By June 15:** TSN Support Providers will be selected and Participating Teachers, both required and voluntary, applying for participation shall be notified of their participation status in the TSN.

**By August 10:** Support Providers shall be trained on the specifics of the TSN Model and will be assigned their eligible teacher. Participating Teachers will be required to meet the dates and deadlines established by the TSN panel for quarterly meetings and panel presentations.

**By February 15:** Final administrative evaluation documents for the Participating Teachers will be provided to the Superintendent or his designee.

**By March 1:** The TSN panel will make a recommendation to the Superintendent regarding progress and participation in TSN. The Superintendent or designee will consider the findings and recommendations of the panel in the next steps of the Participating Teacher's evaluation process.

**By March 15:** The Superintendent's final recommendation will be given to the Participating Teacher in writing. A Participating Teacher's signature indicates receipt, not agreement of the final recommendations. Participating Teachers have the right to submit a written response to the Human Resources Department within ten (10) days of receiving the evaluation and Superintendent's recommendation. Any response submitted within the ten (10) day period shall be attached to the summative evaluation and placed into the Participating Teacher's personnel file.

**Within 5 days of receiving the Superintendent's final recommendation:** The Participating Teacher may request a conference with the Superintendent or designee to discuss the findings of the TSN panel. The Participating Teacher may request Federation representation at this meeting.

## **ARTICLE 22. CONTRACT EXCEPTIONS**

- 22.1 Individual school site committees may develop restructuring plans, which contain provisions that are at variance from the current certificated collective bargaining agreement. Before a restructuring plan is implemented at the site level, the plan must be reviewed by a District Trust Committee, appointed annually, and consisting of an equal number of District and Federation representatives. The District shall appoint District Representatives; the Federation shall appoint Federation Representatives.
- 22.2 Once granted, these variances are unique to the school site and shall in no way change, modify, or infringe on the existing collective bargaining agreement, except as noted in the restructuring plan for the specific school site. School site variances shall be binding on the school site staff for the school year for which they are granted. A variance may be renewed or rescinded upon approval of the restructuring committee.
- 22.3 After a restructuring plan has been approved by the Trust Committee, neither a grievance nor a lawsuit may be filed relating to approved variations from the certificated collective bargaining agreement.
- 22.4 Official actions of the Trust Committee shall be in writing.

## **ARTICLE 23. WORK STOPPAGE**

The Federation, its officers, agents, affiliates, members and those it represents, agree not to permit, cause, engage in, honor, sanction, or encourage a work stoppage, slowdown, concerted action or any refusal or failure to fully and faithfully perform all responsibilities and assigned duties or in any other way interfere with the operation of the District.

## **ARTICLE 24. RULES GOVERNING THIS AGREEMENT**

### **24.1 Conformity to Law**

If any provision of this Agreement is declared illegal by a court of competent jurisdiction or by legislative act, then such provision shall not be applicable to be performed or enforced and shall be deleted from this Agreement. The remaining provisions shall remain in full force and effect.

### **24.2 Authority**

The provisions of this Agreement shall supersede and override conflicting provisions in individual unit member contracts or District policies.

### **24.3 Informal Discussion**

During the term of this Agreement, informal discussions may be initiated by either District or Federation to discuss the application of the contract. Such discussions may be used for the mutual sharing of problems and exchanges of information. The existing Agreement cannot be amended by such informal discussions.

### **24.4 Time Agreement**

Time limits, specified in various articles throughout the contract, may be modified by agreement of all parties involved, specified in writing. A day, in all articles of the contract, is any day the District Office is open for business.

### **24.5 Effect of Agreement**

The District and the Federation mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject for meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.

### **24.6 Deflator Clause**

24.6.1 In the event that the District is affected by a reduction in revenue below the level of the previous year because of a reduction in state or local funding, a reduction in the revenue limit, or a reduction of reserves or other anticipated income, the Federation and the District agree to meet and negotiate immediately concerning compensation and any article representing cost to the District.

24.6.2 In the event that negotiations are opened under Section 24.6.1, such negotiations shall commence within seven (7) calendar days of the request by the District or the Federation respectively. If, after twenty (20) calendar days following the first meeting, agreement has not been reached, the District and the Federation shall declare impasse.

#### 24.7 Modification of Current Contract

- 24.7.1 It is the intent of the District and the Federation that the agreement is a three-year (3 year) agreement with limited annual re-openers to address Compensation (Article 4), Retirement Options (Article 6), Health and Welfare (Article 9) and up to two (2) other articles. By the second (2<sup>nd</sup>) regularly scheduled Board of Education meeting in March, the Federation will present to the Board of Education the Federation's contract interests in re-opening the limited articles.
- 24.7.2 Procedures to modify the agreement shall follow the same sequence as described in 24.8.2 through 24.8.4. After identifying articles subject to modification, no new articles or topics may be introduced for deletion, addition or modification by either party.

#### 24.8 Procedures to Negotiate Successor Contract

- 24.8.1 The Federation shall submit its new contract proposals to the Board of Education no later than the second (2<sup>nd</sup>) regularly scheduled Board of Education meeting in March.
- 24.8.2 At the next regularly scheduled Board meeting, the Board shall conduct a public hearing on the Federation's proposals.
- 24.8.3 At the following regularly scheduled Board meeting, the Board shall make public its interests by identifying articles subject to modification.
- 24.8.4 At the following regularly scheduled Board meeting, the Board shall conduct a public hearing on its proposals and, following said hearing, shall adopt its proposals.
- 24.8.5 Thereafter, negotiations shall commence at a time and place mutually agreeable to the Federation and the District.

#### 24.9 Duration of Agreement

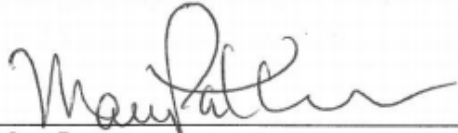
- 24.9.1 This Agreement shall be binding on both parties upon final ratification by the Federation and adoption by the Board of Education, and shall continue in effect from July 1, 2015 through June 30, 2018.
- 24.9.2 In the event this Agreement has not been renewed, modified, or extended after the expiration of thirty-six (36) months, the terms and conditions contained herein shall continue in effect until either party gives the other thirty (30) days written notice terminating this Agreement.

**ARTICLE 25**

**RATIFICATION**

IN WITNESS THEREOF, the Morgan Hill Federation of Teachers, AFLCIO, has ratified, and the Morgan Hill Unified School District Board of Education has subsequently adopted this Agreement, as attested to by the signatures below.

**Morgan Hill Unified School District**

  
\_\_\_\_\_  
Mary Patterson  
President, Board of Education

Date: 12/11/18

**Morgan Hill Federation of Teachers**

  
\_\_\_\_\_  
Andrea Pecsok  
Secretary, MHFT

Date: 12/3/18



## **ADDENDA**

Addendum I – Basic Salary Schedule 2019-2020 and Basic Salary Schedule 2020-2021

Addendum II – Intern Salary Schedule 2019-2020 and Intern Salary Schedule 2020-2021

Addendum III – Pre-School Teacher Salary Schedule 2019-2020 and Pre-School Teacher  
Salary Schedule 2020-2021

Addendum IV – Calendars 2019-2020, 2020-2021, 2021-2022

Addendum V – Column Reclassification Sideletter

***ADDENDUM I***

**MORGAN HILL UNIFIED SCHOOL DISTRICT**  
**Morgan Hill, California**

**BASIC SALARY SCHEDULE**  
**185 Calendar Days**  
**2019-20**

	<b>I</b>	<b>II</b>	<b>III</b>
<b>STEP</b>	<b>AB SEM. UNITS</b>	<b>AB + 45 SEM. UNITS</b>	<b>AB + 60 SEM. UNITS</b>
1	57,209	59,498	61,878
2	57,209	59,498	61,878
3	59,498	61,878	64,353
4	61,878	64,353	66,927
5	64,353	66,927	69,604
6	66,927	69,604	72,388
7	69,604	72,388	75,284
8	72,388	75,284	78,295
9	75,284	78,295	81,427
10		81,427	84,684
11		81,427	88,071
12-14		84,684	91,594
15-19		88,071	95,258
20-24		91,594	99,068
25-29		95,258	103,031
30+			107,152

MA Degree - \$1,500 additional in Columns I, II, and III

Doctoral Degree - \$1,500 additional in Columns I, II, and III

BCLAD (Bilingual Authorization) and Special Education credential - \$1,500 additional in Columns I, II, and III (see Article 4.6.2 for requirements)

Salary Placement – The District will recognize fourteen (14) years of prior authorized experience toward placement on the salary schedule.

Effective: July 1, 2019

Adopted: September 3, 2019

2019-20: 1.5%

***ADDENDUM I***

**MORGAN HILL UNIFIED SCHOOL DISTRICT  
Morgan Hill, California**

**BASIC SALARY SCHEDULE  
185 Calendar Days  
2020-21**

	<b>I</b>	<b>II</b>	<b>III</b>
<b>STEP</b>	<b>AB SEM. UNITS</b>	<b>AB + 45 SEM. UNITS</b>	<b>AB + 60 SEM. UNITS</b>
1	58,067	60,390	62,806
2	58,067	60,390	62,806
3	60,390	62,806	65,318
4	62,806	65,318	67,931
5	65,318	67,931	70,648
6	67,931	70,648	73,474
7	70,648	73,474	76,413
8	73,474	76,413	79,470
9	76,413	79,470	82,649
10		82,649	85,955
11		82,649	89,393
12-14		85,955	92,969
15-19		89,393	96,688
20-24		92,969	100,556
25-29		96,688	104,578
30+			108,761

MA Degree - \$1,500 additional in Columns I, II, and III

Doctoral Degree - \$1,500 additional in Columns I, II, and III

BCLAD (Bilingual Authorization) and Special Education credential - \$1,500 additional in Columns I, II, and III (see Article 4.6.2 for requirements)

Salary Placement – The District will recognize fourteen (14) years of prior authorized experience toward placement on the salary schedule.

Effective: July 1, 2020

Adopted: September 3, 2019

2020-21: 1.5%

**ADDENDUM II****MORGAN HILL UNIFIED SCHOOL DISTRICT**  
Morgan Hill, California**INTERN SALARY SCHEDULE**  
185 Calendar Days  
2019-20

STEP AB SEM. UNITS	
1	50,058
2	50,058

In accordance with California Education Code Section 44462, the Intern Salary Schedule is 1/8 less than the Basic Salary Schedule (Addendum I). The District shall provide a District mentor for the intern for the duration of the internship program. Once the intern obtains his or her credential, the unit member shall be moved to the Basic Salary Schedule (Addendum I). When moving Interns from the Intern Salary Schedule to the Basic Salary Schedule, years of internship experience at Morgan Hill Unified School District as well as all post-bachelor units earned shall count toward placement on the salary schedule.

Effective: July 1, 2019  
Adopted: September 3, 2019

**ADDENDUM II**

**MORGAN HILL UNIFIED SCHOOL DISTRICT**  
**Morgan Hill, California**

**INTERN SALARY SCHEDULE**  
**185 Calendar Days**  
**2020-21**

<b>I</b>	
<b>STEP</b>	<b>AB SEM. UNITS</b>
<b>1</b>	<b>50,809</b>
<b>2</b>	<b>50,809</b>

In accordance with California Education Code Section 44462, the Intern Salary Schedule is 1/8 less than the Basic Salary Schedule (Addendum I). The District shall provide a District mentor for the intern for the duration of the internship program. Once the intern obtains his or her credential, the unit member shall be moved to the Basic Salary Schedule (Addendum I). When moving Interns from the Intern Salary Schedule to the Basic Salary Schedule, years of internship experience at Morgan Hill Unified School District as well as all post-bachelor units earned shall count toward placement on the salary schedule.

Effective: July 1, 2020  
Adopted: September 3, 2019

# ADDENDUM III

## MORGAN HILL UNIFIED SCHOOL DISTRICT Morgan Hill, California

### PRESCHOOL TEACHER SALARY SCHEDULE 185 Calendar Days 2019-20

	I	II	III	IV
	AA OR 60			
STEP	SEM UNITS + CDP	90 SEM UNITS + CDP	BA/BS + CDP	AB + 30 SEM UNITS + CDP
1	40,046	41,648	43,314	45,047
2	41,648	43,314	45,047	46,849
3	43,314	45,047	46,849	48,723
4	45,047	46,849	48,723	50,672
5	46,849	48,723	50,672	52,699
6	48,723	50,672	52,699	54,807
7	50,672	52,699	54,807	56,999
8		54,807	56,999	59,279
9		56,999	59,279	61,650
10		59,279	61,650	64,116
11			64,116	66,681
12-14			66,681	69,348
15-19			69,348	72,122
20-24			72,122	75,007
25-29			75,007	78,007
30+			78,007	81,127

CDP = Child Development Permit

MA Degree - \$1,500 additional in Columns I - V

Doctoral Degree - \$1,500 additional in Columns I - V

Site Supervisor Permit (with assigned duties) - \$1,500 additional in Columns I - V

Salary placement - The District will recognize fourteen (14) years of prior authorized experience toward placement on the salary schedule.

A preschool teacher with a valid multiple subject or single subject credential will be placed on the Basic Salary Schedule (Addendum I). Any change in the Basic Salary Schedule (Addendum I) will automatically be applied to Preschool Salary Schedule (Addendum III).

Effective: July 1, 2019

Adopted: September 3, 2019

2019-20: 1.5%

**ADDENDUM III**

**MORGAN HILL UNIFIED SCHOOL DISTRICT**  
Morgan Hill, California

**PRESCHOOL TEACHER SALARY SCHEDULE**  
185 Calendar Days  
2020-21

	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
	<b>AA OR 60</b>	<b>90 SEM</b>		<b>AB + 30 SEM</b>
<b>STEP</b>	<b>SEM UNITS + CDP</b>	<b>UNITS + CDP</b>	<b>BA/BS + CDP</b>	<b>UNITS + CDP</b>
1	40,647	42,273	43,964	45,723
2	42,273	43,964	45,723	47,552
3	43,964	45,723	47,552	49,454
4	45,723	47,552	49,454	51,432
5	47,552	49,454	51,432	53,489
6	49,454	51,432	53,489	55,629
7	51,432	53,489	55,629	57,854
8		55,629	57,854	60,168
9		57,854	60,168	62,575
10		60,168	62,575	65,078
11			65,078	67,681
12-14			67,681	70,394
15-19			70,394	73,210
20-24			73,210	76,138
25-29			76,138	79,183
30+			79,183	82,350

CDP = Child Development Permit

MA Degree - \$1,500 additional in Columns I - V

Doctoral Degree - \$1,500 additional in Columns I - V

Site Supervisor Permit (with assigned duties) - \$1,500 additional in Columns I – V

Salary placement - The District will recognize fourteen (14) years of prior authorized experience toward placement on the salary schedule.

A preschool teacher with a valid multiple subject or single subject credential will be placed on the Basic Salary Schedule (Addendum I). Any change in the Basic Salary Schedule (Addendum I) will automatically be applied to Preschool Salary Schedule (Addendum III).

Effective: July 1, 2020

Adopted: September 3, 2019

2020-21: 1.5%

# MORGAN HILL UNIFIED SCHOOL DISTRICT 2019 - 2020 TRADITIONAL CALENDAR

## LEGEND

**H** - Legal Holiday

**N** - School Closed

**M** - Elementary Minimum Days

**SN** - Secondary Non-School Day  
Semester Day

**EN** - Elementary Non-School Day  
Conference Day

Non-School Day - Prof. Dev.  
for Teachers

★ First and last days of School

Q1 - Qtr 1 Ends 10/11

Q3 - Qtr 3 Ends 3/13

T1 - Trimester Ends 11/7

T2 - Trimester Ends 3/13

S1 - Semester 1 Ends 12/19

SBAC Testing X/XX - X/XX

T1 = 59 Days

T2 = 63 Days

T3 = 58 Days

Sem 1 = 83 Days

Sem 2 = 97 Days

JULY 2019							AUGUST							SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30	31	29	30						27	28	29	30	31		
NOVEMBER							DECEMBER							JANUARY 2020							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2										1	2	3	4								1
3	4	5	6	7	8	9	1	2	3	4	5	6	7	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	8	9	10	11	12	13	14	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	15	16	17	18	19	20	21	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	22	23	24	25	26	27	28	26	27	28	29	30	31		23	24	25	26	27	28	29
							29	30	31																		
MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
														31													

Approved by Board of Education:

Subject to budget cuts and future negotiations

Revised: 07/24/19



## MORGAN HILL UNIFIED SCHOOL DISTRICT 2020- 2021 TRADITIONAL CALENDAR

**LEGEND**

H - Legal Holiday

N - School Closed

M - Elementary Minimum Days

SN - Secondary Non-School Day  
Semester DayEN - Elementary Non-School Day  
Conference DayNon-School Day - Prof. Dev.  
for Teachers

★ First and last days of School

Q1 - Qtr 1 Ends

Q3 - Qtr 3 Ends

T1 - Trimester Ends

T2 - Trimester Ends

S1 - Semester 1 Ends

CAASP Testing X/XX - X/XX

T1 = 60 Days

T2 = 62 Days

T3 = 58 Days

Sem 1 = 82 Days

Sem 2 = 98 Days

JULY 2020							AUGUST							SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4 H							1												1	2 PD	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7 H	8	9	10	11	12	4	5	6	7	8	9 Q1	10
12	13	14	15	16	17	18	9	10	11 PD	12 PD	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20 ★	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
							30	31																			

NOVEMBER							DECEMBER							JANUARY 2021							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1 H	2		1	2	3	4	5	6
8	9	10	11 H	12	13 T1	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16 EN	17 M	18 M	19 M	20 M	21	13	14	15	16	17	18 S1	19 SN	10	11	12	13	14	15	16	14	15 H	16 N	17 N	18 N	19 N	20 N
22	23 N	24 N	25 N	26 H	27 N	28	20	21	22	23	24	25 H	26	17	18 H	19	20	21	22	23	21	22	23	24	25	26	27
29	30						27	28 N	29 N	30 N	31 N			24	25	26	27	28	29	30	28						
														31													

MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5 T2	6					1	2 N	3							1			1	2	3	4 ★	5
7	8	9	10	11	12	13	4	5 N	6 N	7 N	8 N	9 N	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19 Q3	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
														30	31 H												

Approved by Board of Education:  
Subject to budget cuts and future negotiations

# MORGAN HILL UNIFIED SCHOOL DISTRICT 2021- 2022 TRADITIONAL CALENDAR

## LEGEND

H - Legal Holiday

N - School Closed

M - Elementary Minimum Days

SN - Secondary Non-School Day  
Semester Day

EN - Elementary Non-School Day  
Conference Day

Non-School Day - Prof. Dev.  
for Teachers

★ First and last days of School

Q1 - Qtr 1 Ends 10/8

Q3 - Qtr 3 Ends 3/18

T1 - Trimester Ends 11/12

T2 - Trimester Ends 3/4

S1 - Semester 1 Ends 12/16

CAASP Testing X/XX - X/XX

T1 = 63 Days

T2 = 59 Days

T3 = 58 Days

Sem 1 = 82 Days

Sem 2 = 98 Days

JULY 2021							AUGUST							SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7				1	2	3	4						1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
H							PD	PD		★					H											PD	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
																					31						

NOVEMBER							DECEMBER							JANUARY 2022							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1			1	2	3	4	5
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
	EN	M	M	M	M		19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
	N	N	N	H	N		26	27	28	29	30	31		23	24	25	26	27	28	29	27	28					
28	29	30					26	27	28	29	30	31		30	31												


MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7				1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
					T2		10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
					Q3		17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
															H												

Approved by Board of Education:  
Subject to budget cuts and future negotiations

**Column Reclassification Sideletter**  
**January 1, 2020 – June 30, 2021**

In order to process column reclassification in a timely manner, the parties agree to use the following language for Article 4.4.2.5 instead of the former December 1<sup>st</sup> annual deadline. This new language allows for official transcripts to be received throughout the year and processed within one month of receipt. This amended language in this sideletter shall expire on June 30, 2021 unless bargained and added to the collective bargaining agreement. This duration allows both the District and the Federation time to review the operational and employee impact of changing the date for receipt of transcripts and effective date of column reclassification.

4.4.2.5 Prior to the column reclassification, verification of credits in the form of official transcripts or an official grade report shall be received by the District and date stamped. ~~Upon receipt of the official transcripts or proof of a completed class reflecting the date, institution and class name, credits and grade received, the unit member will receive the column change and retroactive pay increase no later than December 1st of the year in which reclassification is effective. The official transcript or official grade report must include the date, institution, course titles, credits, and grades earned. Human Resources will review all transcripts and reconcile with Intent to Take Courses and then make the corresponding adjustments to the unit member's salary. Payroll will process the new pay increase associated with the column reclassification no later than one payroll cycle after official transcripts or official grade reports are date stamped in Human Resources. Transcripts received between May 15 and July 30 will be processed in August.~~

  
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 Jim Levis, MHFT President

10/10/2019  
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 Date

  
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 Fawn Myers, Assistant Superintendent of Human Resources

10/10/19  
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 Date