

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

**A Three-Year Contract  
July 1, 2012 through June 30, 2015**

Effective Date: July 1, 2012

*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 as follows:

"All certificated employees 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) substitutes; 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, and 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 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 his/her representative.

- 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 member's 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 Receive three (3) copies of the agenda, three (3) copies of the Board packet (excluding confidential materials) and a copy of the Morgan Hill Unified School District Budget prior to the Board meeting and a copy of the minutes following such Board meeting.
- 3.2.7 Have a Federation representative address the Board during regularly scheduled Board meetings.
- 3.2.8 Receive six hundred (600) copies of this Agreement subject to the following conditions: The District and the Federation shall mutually agree to the format and shall share equally in the cost of printing this Agreement.
- 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. (See addendum I – Joint Labor/Management Curriculum, Assessment and Instruction Development Model for the agreed-upon model).

- 3.2.11 A majority of unit member representation on District councils or task forces empowered to make critical recommendations on curriculum issues.
- 3.2.12 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.

3.2.13 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 decision may be handled in this manner to develop work around the following, but not limited to, issues such as: alternative bell schedules, trust agreements, safety rules, dress-code and site discipline policies.

3.2.14 Due process will be afforded to any non-compliant Federation member due to 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 Bargaining Agent Maintenance Fee**

Each member of the bargaining unit shall maintain his/her membership in the Morgan Hill Federation of Teachers in good standing for the duration of the written agreement or join the Morgan Hill Federation of Teachers or pay to the Morgan Hill Federation of Teachers an agency fee in an amount not to exceed the standard initiation fee, annual dues, and general assessments of the Morgan Hill Federation of Teachers.

3.3.2 Any member of the unit may sign and deliver to the District an assignment authorizing deduction of Exclusive Representative's membership dues. Such authorization shall continue in effect from year to year unless revoked in writing within a period of thirty (30) days following the expiration of this Agreement. Pursuant to such authorization, the District shall deduct equal amounts of such dues from the regular check of the member of the unit each month.

##### **3.3.2.1 New Hires**

All bargaining unit members at the time of hire or entry into the bargaining unit, shall execute an authorization for the payroll deduction of one of the following:  
(1) Union dues or (2) agency fee determined by the Union.

##### **3.3.2.2 Direct Pay**

Any unit member shall have the right to pay the agency fee directly to the Union in lieu of having the fee deducted from his/her salary. The Union shall give

written notice to those unit members that they have thirty (30) days to pay the agency fee directly to the Union. The District shall on a monthly basis notify the Federation of the names, home addresses, and assignment of all newly hired members.

#### 3.3.2.3 Involuntary Deduction

The Union shall notify the District of the names of all unit members who did not submit a written authorization for dues or agency fee deduction and who have not paid the agency fee directly to the Union. Upon such notification by the Union, the District shall deduct the agency fee from the pay warrants for the specified unit members.

#### 3.3.3 Forwarding the Dues/Fees Deducted

With respect to all dues and agency fees deducted by the District pursuant to authorization of the employee, 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.

##### 3.3.3.1 Dues/Fee Payment

Unit members who are employed half time or less and whose salary is based on the teachers' salary schedule shall pay one half (1/2) the membership dues or agency fees of full-time members. Unit members paid only on an hourly rate shall pay an agency fee as follows:

0 - 120 hours per year	No dues/fee
121 - 360 hours per year	20% of dues/agency fee
361 - 645 hours per year	40% of dues/agency fee

Members of the unit affected by this provision may authorize payroll deduction for such agency fees in the same manner as provided in Section 3.3.2 of this Agreement.

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

- 3.3.4.1 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.
- 3.3.4.2 The dues, agency fees, or charitable contributions listed above 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.
- 3.3.4.3 By November 1, the District shall notify the Federation in writing of all newly employed members of the unit for the school year and of all members of the unit re-employed for the school year.

3.3.4.4 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.

3.3.4.5 Enforcement of Sections 3.3.3.1, 3.3.3.2 and 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.

## **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.

### **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 Beginning in the 2009-2010 school year, the district will give new teachers up to fourteen (14) years of creditable service.

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 University, Community College and teaching experience in a foreign country. 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).

#### **4.4 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 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 16.8. 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**

- 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 members 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 Master's Degree**

The District shall grant one thousand dollars (\$1,000) per year to each unit member who has received a master's 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.

#### **4.7 Doctoral Stipend**

The District shall grant one thousand five hundred dollars (\$1,500) per year to each unit member who has received an earned 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.

#### **4.8 Annual Salaries**

##### **4.8.1 Teachers, nurses, therapists, librarians and counselors: K-12**

Teachers, nurses, therapists, librarians and counselors shall be paid according to the basic salary schedule. (See addendum II – Basic Salary Schedule).

##### **4.8.2 Librarians and counselors: K-12**

- a) Librarians and counselors may be required to work up to an additional ten (10) days beyond the unit member's basic work year.
- 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.

#### **4.9 Hourly Rates**

##### **4.9.1 Adult Education**

Adult Education - Instructors shall be paid \$32.00 per hour.

##### **4.9.2 Home Instruction**

The hourly rate for Home Teachers shall be \$22.82.

##### **4.9.3 Miscellaneous Hourly Rate**

The miscellaneous certificated hourly rate shall be \$23.25. This rate applies to all other 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. One unit will equal \$1,192 for the year 2000-2001. In subsequent years, the value of a unit shall be increased by an amount equal to the percentage increase in the salary schedule.

2005 - 2006	\$1,252
2006 - 2007	\$1,321
2007 - 2008	\$1,374

- 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:**

ASB Director	one per 7-12 school
Athletic Director	one per 7-12 school
Band	one per 7-12 school
Drama	one per 7-12 school
Yearbook	one per 7-12 school
Newspaper	one per 7-12 school
Cheerleading Advisor	one per 7-12 school

**Athletics per 9-12 School:**

Athletic Trainer (1)
Football (7)
Cross-Country, Coed (1)
Water polo, Boys (2)
Water polo, Girls (2)
Field Hockey (2)
Volleyball, girls (2)

**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 Team Determination Step 1: Each spring each high school will be required to designate the sports that will be offered in the subsequent school year. Initial determination of offerings will be made by signups and student eligibility. Signups precede the sport by 30 days.
- 5.11 Team Determination Step 2: The following numbers represent minimum numbers of students that must be on a team roster before it will be considered an authorized team. Failure to achieve the indicated numbers will result in the dismantling of the team. If time has been spent by the coach with players, the coach's time will be prorated to one third extra duty stipend. The unused portion of the stipend may not be applied to any other team at that school site. The Principal or their administrative designee and Athletic Directors will be required to certify the number of participants per team per sport. Certification is to take place on the tenth day of practice.
- 5.12 Team Determination Step 3: A third count will be taken on the first day of the week of the first interscholastic competition of the season. If a team does not have adequate numbers of participants, the team will be cancelled. In the event that a team may be impacted because of post-season delay, the determining date to cancel a team may be extended until the conclusion of post-season participation. Minimum team sizes for all sports and teams are as noted. The District promotes a "no cut" policy of including all students who have tried out for teams.

Sport	Number per Team	Sport	Number per Team
Badminton	Coed 15	Softball	12
Baseball	Coed 12	Swimming	Boys and Girls 10
Basketball	Boys and Girls 10	Soccer	Boys and Girls 13
Cross Country	Coed 11	Tennis	Boys and Girls 10
Field Hockey	14	Track	Boys and Girls 13
Football	15	Volleyball	Boys and Girls 10
Golf	Boys and Girls 10	Water Polo	Boys and Girls 11
Diving	Coed 6	Wrestling	Coed 8

- 5.13 Unused Stipends: Once that decision has been made, any stipend that is unused due to lack of participation by students will be frozen and may not be transferred as additional coaching positions to any other sport. Unused stipends will be credited to the general fund.

5.14 **Establishment of A New Sport**

5.14.1 If a school demonstrates interest in the establishment of a new sport, the following procedures must be followed to receive authorization:

5.14.1.1 The addition of a new sport must be made in exchange for the elimination of a sport of a similar level, gender and stipend.

5.14.1.2 The school must petition the District no later than March 1 of the previous school year for authorization to offer a different configuration for the subsequent school year. Any new team configuration must match budget allocations. Petitions must be sent to the Assistant Superintendent of Human Resources.

5.14.1.3 The institution of a new sport must ensure equal access for all students under the provisions of Title IX.

5.14.1.4 The decision of the District will be based on the stipend to be paid, cost for equipping and fielding the team, and impact on facilities, supervision, and transportation.

5.14.1.5 All policies and procedures set forth by CIF and CCS must be followed.

## 5.15 Club Teams

No site may authorize the creation and existence of a “Club” team without conferring with the District and Federation. Final decision-making lies with the School Board. Interest in the creation of a “Club” team must follow the same procedures outlined above under the “Establishment of a New Sport” section. All policies and procedures set forth by CIF and CCS must be followed.

## 5.16 Sixth Period Coaching Stipends

5.16.1 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.

5.16.2 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

5.16.2.1 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.

5.16.2.2 No student will take a seven period day.

### 5.16.3 Unit Member/Coaching Assignments

5.16.3.1 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.

5.16.3.2 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.

5.16.3.3 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.

5.16.3.4 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.

5.16.3.5 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.

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

5.16.3.5.2 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.)

5.16.3.5.3 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.

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

5.16.3.6 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.

5.17 The Federation and the District both recognize the value and benefit of offering a full complement of extracurricular opportunities for students. The core program is delineated in Article 5 of the collective bargaining agreement. The number of stipends in the core program is delineated in Article 5.6. For the 2003 school year, the Federation and the District agree that the core program will be funded at the Board of Education's authorized allotment as of April 17, 2003. This allotment shall be increased in years when budget reductions are not necessary by an amount equal to the percentage increase in the salary schedule. In subsequent years, the value of a unit paid to unit members shall be increased by an amount equal to the percentage increase in the salary schedule.

5.17.1 Should the cost of the core program be more than the appropriated revenues; this agreement authorizes the following cuts as listed below in sections 5.17.2 and 5.17.3. The highest priority is preservation of sports offered 9-12.

5.17.2 All freshman sport teams.

5.17.3 The list below:

Varsity Boys Tennis	Varsity Girls Tennis
Varsity Boys Golf	Varsity Girls Golf
Varsity Diving	Junior Varsity Wrestling

5.17.4 The criteria used to make these cuts included:

1. Compliance with Title IX provisions of federal law.
2. Maximizing the number of students who would retain athletic options.
3. The per capita cost of offering a sport.
4. Recognition that alternative revenue might allow the high school to reinstate the sport.
5. Recognition that varsity sports should be reinstated first whenever possible.

5.17.5 Should new revenue sources become available to fund athletic teams, Principals, grades 9-12, will reinstate athletic programs in compliance with the Title IX regulations.

5.18 The intent of Article 5, section 5.16 and 5.17 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 The District will provide the retiree with nine thousand dollars (\$9,000.00) per year for not more than ten (10) years or until the retiree turns sixty-five (65), whichever comes first. For the 2006-07 school year, an early retirement option will be extended to unit members selecting Article 6, Section 6.5.1 Option IV. The District will provide the retiree with nine-thousand dollars (\$9,000) per year for not more than ten (10) years or until the school year the retiree turns sixty-five (65), whichever comes first.

Prior to 2005 - 2006	\$3,800
2005 - 2006	\$5,400
2006 - 2007	\$9,000 early retirement incentive
2007 - 2008	\$9,000

#### **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
- 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.
- 7.2.7 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).

9.2 The District agrees to contribute \$48.40 per month beginning January 1, 2005 (or \$580.80 per year) per eligible full time unit member for each approved PERS health plan option. Increases for the future will be as follows:

January 1, 2005, \$48.40

January 1, 2006, \$64.60

January 1, 2007, \$80.80

January 1, 2008, \$97.00

9.3 The District shall offer each full-time member the opportunity to participate in any or all of the following health and welfare programs as selected by the Federation:

- PERS Health Plan
- Income Protection Plan
- Group Term Life Insurance
- Dental Insurance
- Group Accident Insurance
- Group Vision Care

9.4 The District will make available to unit members a Section 125 Plan that includes premium only plan (POP) dependent care components, health care reimbursement, and cash out.

9.4.1 In addition to the PERS mandated administrative fee, (\$48.40 per month beginning on January 1, 2005, and increasing annually thereafter until January 1, 2008, as set forth in section 9.2 above) the District shall provide to each eligible active full-time employee a monthly contribution as follows, to be allocated by the unit member and/or the unit member's dependents:

September 1, 2005 (for October premium)	\$450 per month
September 1, 2006 (for September premium)	\$600 per month
September 1, 2007 (for September premium)	\$750 per month

Health benefits are prepaid. During any school year if an employee leaves the district at the end of a school year, health benefit coverage terminates August 31 of the same year. The District shall provide a prorated contribution to each active part-time unit member working half-time or more towards the cost of fringe benefits.

For those participating in the cash back option, cash back for each full-time unit member shall be reduced according to the following schedule. Calculations are formulated from the base year benefits of 2004-2005 of \$323/month/unit member.

2005-2006  $\$323 - \$48.40 \text{ (PERS fee)}^* = \$274.60 - \$91 = \$183.60$  maximum cash back  
 2006-2007  $\$323 - \$64.60 \text{ (PERS fee)}^* = \$258.40 - \$182 = \$76.40$  maximum cash back  
 2007-2008  $\$323 - \$80.80 \text{ (PERS fee)}^* = \$242.20 - \$273 = \$0$  cash back

\*PERS mandated administrative fees adjust January 1 of each year.

- 9.4.2 Unit members working less than 1/2 time are not eligible for participation in the PERS Health Plan, but will receive a pro-rata share of health and welfare benefits.
- 9.4.3 If the administrative and reserve costs charged by PERS exceed 1%, the District and the MHFT are in agreement that the District's payment of any additional cost is subject to renegotiation.
- 9.4.4 Temporary personnel commence their service at the beginning of a school year and continue with unbroken service until the close of school in June, shall receive twelve (12) months of health and dental benefits equivalent to those of permanent bargaining unit members.
- 9.4.5 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, which at no time shall exceed the amount listed in 9.2. If the District and MHFT agree to terminate participation in the PERS medical insurance plan, they shall have no further obligation for payment of the basic contribution.
  - 9.4.5.1 The schedule of payments per month for each eligible certificated retiree, beginning March 1, 1996, is as follows:
 

First year	\$1.00 per month
Second year	\$1.80 per month
Third year	\$2.60 per month

As of January 1, 2004, the employee's contribution toward retirees will be increased by a minimum of five percent of the amount of the employer's contribution for employees.
- 9.4.6 The retired unit member must be retired under the provisions of the State Teachers Retirement System.
- 9.4.7 The retired unit member must have been enrolled in a health insurance plan while an active employee.
- 9.4.8 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.

- 9.4.9 If the retiree elects not to enroll in the PERS Health plan, the employee benefits in 9.4.5 will be forfeited.
- 9.5 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.
- 9.6 The Federation shall select the specific carriers for the coverages enumerated in Section 9.2 and assumes the responsibility to inform each unit member of the available options, provide information regarding the specific available coverages, obtain all the necessary registration information and provide the District with a complete listing of each member's insurance selections by carrier, total allocation by each unit member and any authorization for payroll deduction for coverages enumerated herein.
- 9.7 The Federation agrees to hold harmless the Morgan Hill Unified School District with respect to any and all claims arising from the implementation of Section 9.6.
- 9.8 At the beginning of each work year, the District shall provide, upon request of the Federation, a list of all unit members. The Federation shall provide all new unit members with written enrollment procedures. The District shall administer all payments for premiums and coverages for all unit members who have completed their enrollment procedures per Section 9.6.
- 9.9 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
- Payments to approved charitable organizations
- Payments to Morgan Hill Unified Scholarship Fund
- Payments to Live Oak Foundation
- Payments to Teachers of Tomorrow Scholarship Fund
- Payments to Morgan Hill Federation of Teachers Scholarship Fund

## 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-three (183) 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) is/are agreed to and adopted as shown. (See Addendum II). Implementation is subject to actions of the governor and legislature.

Historical Note: 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 184th day of the 2010-2011 work year. 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 two (2) 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 2012-2013

180 days of instruction (Side Letter – Reduction of School Year: Addendum IV and Certificated Furlough Rates Addendum II)

183 teacher work days

August 14, 2012 Full Day of Professional Development

August 15, 2012 Teacher Work Day (No students, unagendized)

August 16, 2012 First Student Day

November 9, 2012 K-6 Elementary Conference Day (No students, no mandatory meetings)

December 21, 2012 7-12 Secondary End of Semester (No students, no mandatory meetings)

June 6, 2013 Last Student Day (Minimum Day)

#### 2013-2014

180 days of instruction

183 teacher work days

August 13, 2013 Full Day of Professional Development

August 14, 2013 Teacher Work Day (No students, unagendized)

August 15, 2013 First Student Day

November 8, 2013 K-6 Elementary Conference Day (No students, no mandatory meetings)

December 20, 2013 7-12 Secondary End of Semester (No students, no mandatory meetings)

June 6, 2014 Last Student Day (Minimum Day)

#### 2014-2015

180 days of instruction

183 teacher work days

August 12, 2014 Full Day of Professional Development

August 13, 2014 Teacher Work Day (No students, unagendized)



August 14, 2014	First Student Day
November 10, 2014	K-6 Elementary Conference Day (No students, no mandatory meetings)
December 19, 2014	7-12 Secondary End of Semester (No students, no mandatory meetings)
June 4, 2015	Last Student Day (Minimum Day)

- 12.1.4 Counselors, grades 9-12, work year will be 198 days and counselors, grades 7-8, work year will be 193 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 7-12, 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 PAR/BTSA consulting teachers 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.
- 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 K-6 grading will be on a trimester basis.

## **12.2 Service Days and Minimum Days**

- 12.2.1 In trimesters when K-6 parent conferences are required, K-6 teachers may use one (1) service day in the first trimester for the purpose of conducting or preparing for such conferences. At the 7-12 level, 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 K-6 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 K-12 schools.

### 12.3 Teacher Instructional Day

12.3.1 All certificated teachers, K-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)
K – 3	300 minutes	225 minutes
4 – 6	320 minutes	245 minutes
7-8	300 minutes	225 minutes
9-12	300 minutes	225 minutes

For grades 7-12 the above minutes do not include preparation periods.

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):

K	36,000
1-3	50,400
4-8	54,000
9-12	64,800
Continuation	43,200

### 12.4 Work Day

12.4.1 At grades 7-12 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 work stations 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 work stations for at least fifteen (15) minutes following their last regular assignment. The time required at work stations 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, assignments, 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 the weeks there is no staff meeting there will be collaboration meetings with the exception of the last week of each semester (7-12) and for K-6 during the fall conference week and the last week of school. 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 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).

The Principal and staff will 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.

- 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 Each kindergarten teacher and each pre-school special education teacher will be assigned responsibility for one (1) class and will overlap with another teacher with instructional activities for an amount of time at least equal to 285 minutes. These instructional activities will be selected and planned by the involved teachers. Prior to the implementation of an instructional activity other than the traditional kindergarten overlap in which one kindergarten teacher overlaps another kindergarten teacher, the principal or program director will submit to the Superintendent and Federation an Agreement detailing:

- Level of collaboration.
- Level of support for non-overlapped kindergarten teacher.
- A plan to meet the goals which might include data such as running records, test scores, demographics, etc.
- Duration of agreement.
- Assessment criteria to determine effectiveness of existing kindergarten program as well as the instructional activities delineated in the Agreement.
- Sign off of all parties.

The teacher work day, including teaching and non-teaching duties of kindergarten and preschool special education teachers, will be comparable in time to the work day of primary teachers. If there are an even number of kindergarten teachers, they will overlap. If uneven, they may stagger their day, or conduct a pull-out program for kindergarten children. In any other circumstances, a trust agreement must be written.

- 12.4.14 All full time 7-12 classroom unit members are assigned one (1) period of preparation time per instructional day. (See Side Letter Addendum V.)

12.4.15 At grades 7-12 the District shall assign no less than twenty-four (24) 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 7-12) and staff development/curriculum development periods (grades 7-12) as per Sections 12.4.5, 12.4.6, 12.4.13, and 12.5.3, 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.

## **12.5 Seven Period Day**

12.5.1 The District may schedule seven periods of regular instruction per day in grades seven through twelve (7 through 12).

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

12.5.3 In addition to one assigned period of preparation per instructional day, as per 12.4.13, 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.

## **12.6 Last Period Athletics/Physical Education**

12.6.1 Unit members working as coaches at comprehensive high schools may be placed in a last period athletic assignment during the season of the sport. Such unit members will teach classes appropriate to their credential during the time not covered by the extra duty coaching assignment.

12.6.2 At the comprehensive high schools, 6th period would only be utilized for certificated employees employed at the high school as regular unit members.

12.6.3 The athletic period would only be utilized by the coach during the season of his/her sport.

## **12.7 Sexual Orientation/Gender Identity Training**

12.7.1 The settlement of Flores v. MHUSD requires that all Morgan Hill Federation of Teachers unit members participate in a mandatory training which focuses on issues pertaining to sexual orientation/gender identity, harassment and discrimination.

12.7.2 The Federation and District will develop mutually agreeable times for training. Training outside the school day shall be compensated at the hourly rate.

12.7.3 Future training needs, for individuals or groups, with respect to orientation/gender identity, harassment and discrimination, not prescribed by the Flores settlement shall be mutually agreed upon between the Federation and the 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 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.
- 13.4.5 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 New parents may use up to ten (10) days of accrued, unused sick leave for parenthood leave purposes. The ability to use up to ten (10) days of accrued, unused sick leave for parenthood leave purposes shall not extend the length of parenthood leave or any other leave provided under Article 13.

#### **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.



### **13.7 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 cost of replacement(s). That cost will be Step III-5 on the District salary schedule.
- 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 ( $\frac{1}{2}$ ) 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 Each month of every year, from March to February, excluding the period August 1 through the 46<sup>th</sup> day school is in session, a notice of vacant positions for the coming school year, indicating number, type, and special qualifications, if any, shall be posted in all schools and the District Office.
- 14.1.2.1 Each year during the period January 1 through February 28, the District will poll all unit members, to provide an opportunity for unit members to express a preference for building and grade level during the following school year. Preference forms will be kept on file in the District personnel office.
- 14.1.2.2 Expression of preference will not be construed as a request for transfer.
- 14.1.2.3 The Superintendent or designee will notify unit members of vacancies that are germane to their expressed preferences. At this point the unit member may submit a transfer request for the specified position.
- Except for the exclusion noted in 14.1.2, after a unit member has requested a transfer to a particular position that unit member will be included in the group of applicants receiving interviews. If the unit member is not chosen, that person will receive a letter comparable to the others who also were not hired.
- 14.1.2.4 Administration reserves the right to refuse the transfer request.
- 14.1.3 A request from a unit member desiring a transfer shall be received by the Assistant Superintendent, Human Resources, within ten (10) days of the date of posting an opening.
- 14.1.4 In making transfers the Superintendent shall consider the needs of the District as well as, but not limited to, the following:

- appropriate credential
- academic preparation
- training and experience

- 14.1.5 Requests for voluntary transfer shall be considered prior to making involuntary transfers.

For the period March 1 through the last instructional day of the 2007-08 school year, all positions available for transfer will be posted physically at the school sites and the District Office.

After the last instructional day of the 2007-08 school year, all teacher vacancies will be posted electronically (on EDJOIN) to current employees only for transfer for a period of ten (10) days and a copy of each posting shall be sent simultaneously via email and U.S.



mail to the MHFT President and the MHFT office, at the time the posting is made electronically (on EDJOIN). If no current employees request a transfer and/or transfers are not approved by the administration, the teacher vacancy will be posted electronically (on EDJOIN) until the position is filled.

## **14.2 Voluntary Transfers**

- 14.2.1 Voluntary transfers are those requested by the unit member.
- 14.2.2 A unit member may apply for any posted positions for which he/she is qualified.
- 14.2.3 A unit member who has applied for a transfer shall, upon request, be given an appointment to discuss the requested transfer with the Superintendent or his/her designee.
- 14.2.4 A unit member who has applied for a transfer shall be notified of in writing of the transfer decision within five (5) working days of the transfer decision. The District will send a copy of the transfer decision to the Federation.
- 14.2.5 Notification by the District of transfers shall include the grade level span (e.g. k-3, 4-6) or subject area (7-12) to which the unit member is transferring.
- 14.2.6 A unit member, upon receipt of voluntary transfer decision has until the close of the next business day to accept or reject the offer.
- 14.2.7 A unit member denied a voluntary transfer shall have the opportunity to review the reasons for the transfer denial with the superintendent or his/her designee.

## **14.3 Involuntary Transfers**

- 14.3.1 Involuntary transfers are those initiated by the District.
- 14.3.2 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.
- 14.3.3 A unit member transferred involuntarily shall have the opportunity to review the reasons for the transfer with Superintendent or his/her designee.
- 14.3.4 A unit member shall be placed within his/her area of certification.
- 14.3.5 Upon request of the unit member; written notice of the transfer decision shall be provided.
- 14.3.6 A unit member transferred involuntarily shall be granted release time at no cost to the District for three (3) days in order to pack, unpack, and prepare the new classroom. The District shall provide packing materials and will move the unit member's classroom materials.

Timeline Day One: Outgoing students 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 are transferred to their new classroom.

## ARTICLE 15. CLASS SIZE

### 15.1 District-wide staffing will be based upon the following ratios of teachers to pupils:

Grades K-6	1 teacher per 29 pupils
Grades 7-8	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 7-8	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 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 fulltime equivalent (F.T.E.) staff positions, and total enrollment at each grade span. At the K-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 K-6 classes so that a maximum of thirty-two (32) is not exceeded.

15.2.2 In 7-12 classes so that a maximum of thirty-six (36) is not exceeded.

15.2.3 In 7-12 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 7-12 Physical Education classes so that a maximum of 55 is not exceeded.

15.2.5 Music sections are exempted from these maximums.

15.2.6 The District shall attempt to limit enrollment in the preschool – 6<sup>th</sup> grade 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.

15.3 K-6 maximums and 7-12 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).

The District shall attempt to limit enrollment in the following manner in K-6 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.

- 15.6 The maximum class size provisions and maximum pupil assignment (7-12) provisions shall be in effect excluding, at the 7-12 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.

- 15.7 The District 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	(7-12)	1:700	7-12 grade students
Librarian	(7-8)	1 per site	Middle School
Librarian	(9-12)	1 per site	Comprehensive High School

## **15.8 Combination Class**

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

15.8.2 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. EVALUATION PROCEDURES

- 16.1 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.

**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.

- 16.3 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.
- 16.4 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.

## 16.5 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
- Unit members who have failed to complete previous Peer-based or Project-based Evaluation cycle deadlines in the previous year

### 16.5.1 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.

### 16.5.2 Administrative Evaluation Procedures and Timeline:

- 16.5.2.1 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.
- 16.5.2.2 By September 15: Unit members meet with their primary evaluator to review Continuum and to present, discuss and agree upon professional goals.
- 16.5.2.3 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.)

- 16.5.2.4 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.
- 16.5.2.5 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 write a specific Remediation Plan.
- 16.5.2.6 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 Teacher Support Network Addendum VII for additional options for working under a remediation plan)
- 16.5.2.7 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.

## 16.6 Peer-based Evaluation Method

- 16.6.1 With administrative approval, the following certificated employees may elect to be evaluated under the Peer-based Evaluation Method:
- Permanent unit members with a previous evaluation that *met* or *exceeded* standards on the overall evaluation rating.

16.6.2 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).

16.6.3 Timeline: Unit members who are afforded the opportunity to use Peer-based Evaluation option have the responsibility to meet all deadlines.

16.6.3.1 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.

16.6.3.2 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 and observation forms (see resource appendix).

16.6.3.3 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.)

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

16.6.3.5 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.

- 16.6.3.6 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.
- 16.6.3.7 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.
- 16.6.3.8 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. Unit members will begin a new evaluation cycle at the start of the next school year under Administrative Evaluation.
- 16.6.3.9 If a unit member has not completed the peer-based evaluation method 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.
- 16.6.3.10 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.

## **16.7 Project-based Evaluation Method**

- 16.7.1 With administrative approval, the following certificated employees may elect to be evaluated on the Project-based Evaluation method:
- Permanent unit members with a previous evaluation that *met* or *exceeded* standards on the overall evaluation rating.

- 16.7.2 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.

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

16.7.3.1 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.

16.7.3.2 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 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.

16.7.3.3 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.)

16.7.3.4 By February 1:

Primary Evaluator/Administrator will review progress with evaluatee.

16.7.3.5 By April 1:

All projects and supporting documentation will have been completed and submitted to 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.

16.7.3.6 By May 1:

Each unit member shall complete and submit the Standards Checklist with Narrative Summary to the primary evaluator, including progress toward meeting professional goals.

16.7.3.7 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 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 summary 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.

16.7.3.8 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. Unit members will begin a new evaluation cycle at the start of the next school year under Administrative Evaluation.

16.7.3.9 If a unit member has not completed the Project Based evaluation method 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.

16.7.3.10 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.

- 16.8 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.
- 16.9 During a school year, the evaluatee may request a conference with the Superintendent or his/her designee to discuss evaluation of the unit member.
- 16.10 If an evaluatee receives an overall evaluation of *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.
- 16.11 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. If mutual agreement cannot be reached, the Superintendent or his/her 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.

16.12 The substance and supporting documents of a summary evaluation shall not be subject to the grievance procedure.

16.13 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 the next step in the grievance process per Article 18.

#### **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. SAFETY CONDITIONS**

- 19.1 Unit members shall follow safety rules and regulations adopted by the District.
- 19.2 Unit members are required to use District provided safety equipment in the performance of their duties.
- 19.3 The District will create a Safety Committee consisting of unit members, management, and classified personnel. The Federation will appoint the unit members. The committee will participate in the design and implementation of safety programs for unit members. The committee shall report annually to the Superintendent regarding the safety program and potential safety concerns.
- 19.4 Unit members may submit agenda items two weeks prior to the quarterly committee meeting for committee consideration.

## 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. MENTOR TEACHERS/PEER ASSISTANCE AND REVIEW**

On July 2, 1999 the District gave notification of intent to implement a California Peer Assistance and Review Program for Teachers to the California Department of Education. Pursuant to Article 4.5 of Chapter 3 of Part 25 of the California Education Code implementation of a Peer Assistance and Review Program for teachers will commence July 1, 2000. (notification document)

This PAR Program will replace the former Mentor Teacher Program as of July 1, 2000.

The Federation and the District agree to establish a PAR program. The purpose of this program is to assist teachers employed by the District in the development of proficiency in the performance of their duties.

The District will employ teacher/consultants whose primary responsibility is to support teachers by observing teachers in the performance of their teaching duties, preparing written reports of such observations, and providing guidance to the teachers as needed.

Determination of the qualifications for and specific job duties and procedures of the PAR program shall be subject to mutual agreement between the Federation and the District.

The parties agree that individuals employed by the District in the teacher/consultant positions shall continue to be part of the bargaining unit.

Teachers participating in the PAR program will maintain all rights and responsibilities set forth in this contract. Details of the PAR program are delineated in the trust agreement entered into July 1, 2000 between the Federation and the District as indicated below:

### **Trust Agreement – PAR/BTSA**

The Federation and the District mutually agree to enter into a PAR program beginning July 1, 2000.

### **Recitals**

The parties hereto desire to establish a system, the purpose of which is to assist new and veteran teachers employed by the District in the development of proficiency in performance of their duties.

1. The District and Federation have established a PAR program, on a trial basis, in which the District will employ teacher/consultants whose primary responsibility in year one is to assist first and second year teachers by observing teachers in the performance of their teaching duties, preparing written reports of such observations, and providing guidance and assisting teachers in the performance of their duties and making recommendations to the Principal and "PAR" panel for continuing as a District employee. Determination of the qualifications for and specific job duties of the teacher/consultant position and the specific guidelines and procedures of the "PAR" shall be subject to mutual agreement between the District and Federation.

2. Recognizing the trial nature of the "PAR", the District and Federation agree to continue the "PAR" by mutual consent only, with each party having the right at any time, to terminate the Program by giving written notice to the other. Should "PAR" terminate for any reason, neither the District nor Federation

may assert any aspect of the creation or operation of the Program as a past practice having any impact whatsoever on the parties' duty to bargain in good faith over matters relating to the Program.

3. The parties agree that individuals employed by the District in the teacher/consultant 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 teacher/consultants are outside of the bargaining unit of which the Federation is certified as the exclusive representative based upon such employment status.

Now Therefore, it is agreed that the attached serve as the detailed representation of the elements of the Morgan Hill Unified School District "PAR" Program (refer to attachment The District Peer Assistance and Review Program (PAR) May 3, 2000 – pgs 1-12 and modifications to Articles 13 and 21 of the current collective bargaining agreement between the Federation and the District:

Recitals. The foregoing Recitals are incorporated herein by reference as if set forth in full.

## **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 portions of this Agreement shall be considered for modification on an annual basis as the interests of the parties dictate. The parties shall meet by February to explore interests for the purpose of modifying the agreement. 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 by identifying articles subject to modification through subsequent interest-based bargaining.
- 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, 2012 through June 30, 2015.
- 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.

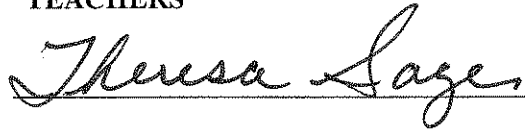
**MORGAN HILL UNIFIED SCHOOL  
DISTRICT**

\_\_\_\_\_

Ronald Woolf  
President, Board of Education

Date: 10-25-2012

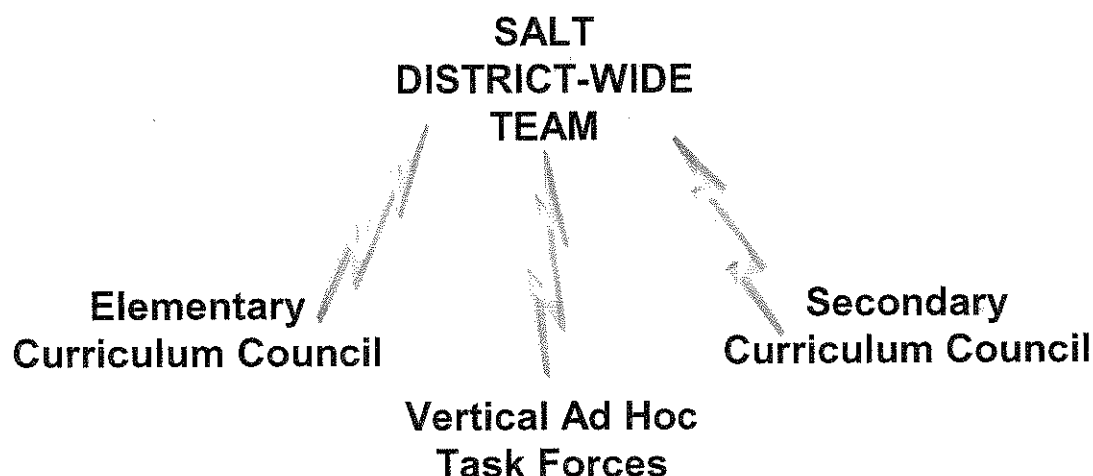
**MORGAN HILL FEDERATION OF  
TEACHERS**

\_\_\_\_\_

Theresa Sage  
President, MHFT

Date: 10-25-12

**Joint Labor/Management Curriculum, Assessment and Instruction Development Model**



**OPTIONAL TASK FORCES WILL BE FORMED AS NEEDED**

**Roles and Make-up of Teams, Councils, and Task Forces:**

- **SALT (Student Achievement Leadership Team):** District-wide team, approximately 70 members (representation from all sites, grade levels, and subject areas/departments). Sets global priorities.
- **Curriculum Councils:** approximately 35 members. Curriculum Council facilitators will be members of SALT. These will be 2 Federation members and 2 District members. Elementary council may include lead teachers and other site members and should offer cross-representation from grade level/departments and sites. Secondary council will include department chairs/curriculum associates and should offer cross-representation from subject areas/departments. Councils determine if a task force is necessary, facilitate the task forces, and ensure that they accomplish their tasks. Not all members of the Curriculum Councils need to be SALT members.
- **Vertical Ad Hoc Team:** Curriculum Council facilitators will be members of SALT. These will be 2 Federation members and 2 District members. Set up by SALT to cover broader mandates. May include but are not limited to such topics as: Improving PI schools, ELD, Special Needs.
- **Optional Task Forces under the Curriculum Councils:** On-the-ground teams who work on specific topics. Each task force will be facilitated by 2 Federation and 2 District members from the Curriculum Council. Topics for Curriculum Council Task Forces may include but are not limited to such topics as: GATE, report cards, textbooks, course development,

graduation guidelines, departments, and others. Task forces will meet as needed to advise the curriculum council on these topics.

- All teams, councils and task forces will be joint. Representation is equitable and is not an equal number of District and Federation members.
- Team membership is voluntary, after-hours, and nonpaid.

#### Logistics:

- Each council, team and task force should have a charter with mission/tasks and deliverables, timeline and milestones, any applicable boundaries, and names of leads and members.
- Meetings will be co-facilitated and note-taking will likewise be shared between the Federation and management.
- Council and task force meetings will be open meetings.
- Ground rules will be established. An agenda will be sent out ahead of time. Notes and action items will be sent out after each meeting.
- All members will commit to attend each meeting.
- While the councils will set out the scope and duties for the specific task forces, those task forces can suggest work and projects in which they are interested as well. Final decision on creation of new curriculum council task forces rests with the curriculum councils.
- At the beginning of the school year, a survey will be sent out to elicit areas of teacher interest/expertise and their thoughts on priority projects for the task forces. The data will be shared with SALT and the curriculum councils to assist them in determining which task forces to create.
- Once the task forces for the year have been determined, teachers can sign up for the areas they are most interested or have the most expertise in.

*ADDENDUM II*

**BASIC SALARY SCHEDULE  
2012-2015**

STEP	I AB SEM. UNITS	II AB + 45 SEM. UNITS	III AB + 60 SEM. UNITS
1	42,659	44,365	46,139
2	44,365	46,139	47,985
3	46,139	47,985	49,905
4	47,985	49,905	51,900
5	49,905	51,900	53,977
6	51,900	53,977	56,136
7	53,977	56,136	58,382
8	56,136	58,382	60,717
9	58,382	60,717	63,145
10		63,145	65,672
11		63,145	68,298
12-14		65,672	71,031
15-19		68,298	73,871
20-24		71,031	76,826
25-29		73,871	79,899
30+		73,871	83,103

MA Degree - \$1,000 additional in Columns I, II, and III

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

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

The District contributes \$9,000 toward the full-time employee's insurance.

Effective: July 1, 2012  
Adopted: December 11, 2007

*ADDENDUM II*

**CERTIFICATED FURLOUGH RATES**  
**2009-2010 through 2012-2013**

STEP	I AB SEM. UNITS	II AB + 45 SEM. UNITS	III AB + 60 SEM. UNITS
1	42,427	44,124	45,888
2	44,124	45,888	47,724
3	45,888	47,724	49,634
4	47,724	49,634	51,618
5	49,634	51,618	53,684
6	51,618	53,684	55,831
7	53,684	55,831	58,065
8	55,831	58,065	60,387
9	58,065	60,387	62,802
10		62,802	65,315
11		62,802	67,927
12-14		65,315	70,645
15-19		67,927	73,470
20-24		70,645	76,408
25-29		73,470	79,465
30+		73,470	82,651

MA Degree - \$1,000 additional in Columns I, II, and III

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

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

The District contributes \$9,000 toward the full-time employee's insurance.

DAILY RATE EQUIVALENT TO .54346% REDUCTION

**MORGAN HILL UNIFIED SCHOOL DISTRICT  
2012 - 2013 TRADITIONAL CALENDAR**

## H - Legal Holiday

H - Legal Holiday

N of V = Non-School Day (Monday, Tuesday, Wednesday, Thursday, Friday)

7N ~7-12 Non School Day...

**KA-69 Non-Solid Paper**

**Min. Minimum Days**

**NID - Non-Instructional Day K-12**

Day K-12

★ Student First/Last Day

MR. J. B. HENSCHOLD to work  
at all times to work

Q1 - Qtr 1 Ends 10/12  
Q3 - Qtr 3 Ends 3/22

Q1 - Qtr 1 Ends 10/12  
Q3 - Qtr 3 Ends 3/22

T1 - Trimester Ends 11/8  
T2 - Trimester Ends 3/6

T1 - Trimester Ends 11/8  
T2 - Trimester Ends 3/6

S1 - Semester 1 Ends 12/20  
S2 - Semester 2 Starts 1/7

S1 - Semester 1 Ends 12/20  
S2 - Semester 2 Starts 1/7

[illegible]

80



# ADDENDUM III

## MORGAN HILL UNIFIED SCHOOL DISTRICT 2013 - 2014 TRADITIONAL CALENDAR

### LEGEND

- HOLIDAY
- NON-SCHOOL DAY
- 7N - 7-12 Non-School Day
- M - Minimum Days

★ Student First/last day

TR - Teacher's Return to Work  
All - All Staff Return to Work

- Q1 - Qtr 1 Ends 10/11
- Q3 - Qtr 3 Ends 3/21
- T1 - Trimester Ends 11/7
- T2 - Trimester Ends 3/5
- S1 - Semester 1 Ends 12/19
- S2 - Semester 2 Starts 1/6

JULY 2013						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

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

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

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

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

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

JANUARY 2014						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

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

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

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

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

CST Testing 4/9 - 5/9

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

# ADDENDUM III

## MORGAN HILL UNIFIED SCHOOL DISTRICT 2014 - 2015 TRADITIONAL CALENDAR

### LEGEND

- Professional Development
- In-Service/Non-School Day
- 7th - 12th Non-School Day
- Minimum Days

★ First and last days

R - Teachers Return to Work  
All - All Staff Return to Work

- O1 - Qtr 1 Ends 10/10
- O3 - Qtr 3 Ends 3/20
- T1 - Trimester Ends 11/7
- T2 - Trimester Ends 3/4
- S1 - Semester 1 Ends 12/18
- S2 - Semester 2 Starts 1/5

CST Testing 4/13 - 5/1

JULY 2014						
S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
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Approved by Board of Education:  
Subject to budget cuts and future negotiations

## **Reduction of School Year Side Letter**

The Morgan Hill Unified School District will reduce the 2012-2013 instructional work year by one (1) day on Monday, October 8, 2012. This day will be neither a day of instruction for students nor a work day for employees. There will be a proportionate per diem reduction in the salary paid the employee.

Trigger Language. In the event of a fiscal emergency declared by the Deputy Superintendent requiring \$200,000 or more, the Morgan Hill Unified School District shall reduce the 2012-2013 instructional work year by one (1) additional day on Friday, May 24. This day will be neither a day of instruction for students nor a work day for employees. There will be a proportionate per diem reduction in the salary paid the employee. The Deputy Superintendent will determine whether this trigger is necessary prior to January 15, 2013. If needed, payroll adjustment will amortize this reduction over 100% of the remaining pay warrants.

This agreement is contingent upon the members of the District administrative unit taking the same reduction of the work year and per diem salary.

## **K-8 Configuration Side Letter**

### 2012-13

The Federation and District will immediately convene a joint MHFT/MHUSD labor management team that may include members of the newly configured Jackson staff to advise and approve any contract exceptions needed to create and operate the new school. In addition, the Jackson staff will meet to address the following unique needs and opportunities of staffing and operating a new K-8 magnet school

- Design, implementation, and structure of a K-8 magnet school developing guiding principles
- Input in school operations, management expectations, school governance, and school culture
- Integrate 7th grade, and potentially 8<sup>th</sup> grade, into the current Jackson school
- Agree to a fair and equitable plan regarding prep/release time, class size, and transfers. Prep time for the 7 – 8 teachers may or may not be offered, but will be offset by a mutually agreeable remedy such as reducing class size to the K-6 maximums.
- Plan and implement programs and changes that will have minimal burden on the General Fund
- Create a plan for the 8th grade implementation

### 2013-14

The Federation and District will reconvene a joint MHFT/MHUSD labor management team that may include members of the newly configured Jackson staff to advise and approve any contract exceptions needed to create and operate the new school. In addition, the Jackson staff will meet to address the following unique needs and opportunities of staffing and operating a new K-8 magnet school

- Evaluate and modify the guiding principles as necessary
- Create and implement a school plan that includes school operations, management expectations, school leadership, and school culture
- Develop a needs assessment survey
- Continue to develop the integration plan for 7<sup>th</sup> and 8<sup>th</sup> grade curriculum, staff, and students.
- Integrate 8<sup>th</sup> grade into the current Jackson school.
- Create and support Trust Agreements, if necessary, which shall consider the entire K-8 configuration and help maintain the K-8 school vision as set forth in the guiding principles. See Article 22.2

### 2014-15

The Federation and District will reconvene a joint MHFT/MHUSD labor management team that may include members of the newly configured Jackson staff to advise and approve any contract exceptions needed to create and operate the new school. In addition, the Jackson staff will meet to address the following unique needs and opportunities of staffing and operating a new K-8 magnet school

- Evaluate and modify the guiding principles as necessary
- Evaluate and modify the school plan that includes school operations, management expectations, school leadership, and school culture
- Review the needs assessment survey and implement changes as necessary
- Evaluate the effectiveness of the K – 8 configuration
- Create and support Trust Agreements, if necessary, which shall consider the entire K-8 configuration and help maintain the K-8 school vision as set forth in the guiding principles. See Article 22.2

This side letter will be reviewed and modified, if necessary, on an annual basis by the District and the Federation.

## **EVALUATION SIDE LETTER**

The District and the Federation agree to form a joint labor management committee to:

- Study teacher evaluation models which appropriately use student data to recognize quality instruction and improve instructional practice
- Ensure that any changes in teacher evaluation are fair, reliable, valid and researched-based
- Ensure that any changes continue to focus on the goal of improving student achievement
- Ensure that any changes continue to promote the district's goal of collegiality and collaboration

The committee will meet during the 2012-2013 school year and make recommendations to the negotiating teams prior to January 2013.

## **Teacher Support Network Side Letter**

MHFT and MHUSD have convened a joint committee to develop a Teacher Support Network, hereafter in this document referred to as TSN committee. This committee will include members from MHFT and MHUSD administration who will create and compose the process and required documents for the above mentioned model. Both parties have agreed to pilot the Teacher Support Network (TSN) model utilizing the process described in this side letter.

### **ELIGIBILITY TO PARTICIPATE**

Only permanent unit members in their evaluation cycle year who have previously received a *does not meet standards* on the overall summary rating are required to participate in the full program of support. Any teacher receiving a *partially meets standards* on their overall evaluation rating may apply to participate at least five working days prior to September 1<sup>st</sup>.

### **OVERVIEW**

The TSN committee will establish the process and protocol for the participating teachers to be provided support. The success of this intervention will be monitored by an established TSN panel. This panel will consist of three administrators and three MHFT representatives and possible alternates. This panel will make a recommendation to the superintendent or designee for next steps in the evaluation process by March 15 and may include information from the final administrative evaluation documents.

### **TRAINING**

An initial training for site administrators and MHFT building representatives and officers will be presented by the District.

Teachers accepted into the TSN program will be provided training on the process and protocols by September 15, 2012.

TSN consulting teachers and panel members will receive training as needed.

All required teacher support documents will be available electronically to participating teachers and administrators and hard copies will be available from site administrators and Human Resources upon request.

### **TIMELINE**

The following timeline has been agreed upon for the 2012-2013 school year pilot of the TSN Model. If any of the following dates are not met by the administrators and/or teachers, these failures and their causes are to be documented on the TSN pilot assessment.

#### **General Timelines (for pilot process in 2012-2013 only)**

**By July 15, 2012:** TSN panel members will be selected.

**By August 1:** TSN consulting teacher will be selected.

**By September 1:** Unit members shall be notified that they shall participate in the TSN Model pilot. Members applying for participation will be notified on their status in the program.

**By September 15:** Unit members shall be trained on the specifics of the TSN Model and will be assigned his/her consulting teacher. Participating unit members will be required to meet the date and deadlines prescribed in the MHFT/MHUSD agreed-upon TSN model documents.

- 3.2.5 **By February 15:** Final administrative evaluation documents will be provided to the superintendent or his designee
- 3.2.6 **By March 1:** The TSN panel will provide a copy of the recommendation for next steps to the participating teacher and the superintendent/designee.  
The superintendent or designee will consider the findings and recommendations of the panel in the next steps of the evaluation process.
- 3.2.7 **By March 15:** The superintendent's final written recommendation will be given to the unit member in writing.

A unit member's signature indicates receipt, not agreement of the final recommendations. Per Education Code 44031, unit members have the right to submit a written response to the Human Resources Department. The written response will be attached to the summative evaluation and entered into the unit member's personnel file after 10 working days.

#### **PILOT MODEL ASSESSMENT AND MODIFICATION**

MHFT and MHUSD will use a developed assessment tool to collect data and comments from administrators and teachers regarding the implementation of the TSN Model. By April 30, 2013 the completed assessments will be collected at each site, and MHFT and MHUSD representatives will jointly tabulate the results by June 30, 2013. The assessment results will be reviewed by both parties and used to refine and/or modify components of the TSN model to make it more effective and efficient.

#### **INCLUSION IN THE CONTRACT**

Both parties agree to participate in this pilot process during the duration of the 2012-2013 school year, and with mutual agreement extend the pilot through the life of this contract. The final form of the TSN Model is subject to collective bargaining before it can be included in the MHUSD/MHFT CBA.

Furthermore both parties agree that if there are any discrepancies between this side letter and the approved TSN Model documents, the TSN Model documents shall take precedence.

Modifications to TSN documents and/or the TSN side letter are made by agreement between the Superintendent and the MHFT President.