


ARTICLE 7. LAYOFFS

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

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

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

TENTATIVE AGREEMENT 5/22/13


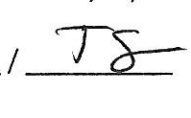
 / TS

- 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.

 5/22/13
Steve Betando Date

 5/22/13
Theresa Sage Date

TENTATIVE AGREEMENT 5/22/13

 / 

May 9, 2013

ARTICLE 9. Health and Welfare Benefits

Interest: To evaluate current contract language and CalPERS regulation changes.

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, and 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.~~

TENTATIVE AGREEMENT 5/15/13

 TS

Health benefits are prepaid through August 31st of each year. During a school year when an employee leaves the district in June, medical benefit coverage will terminate on July 31. The amount equal to the August medical premiums shall be refunded to the employee in their June paycheck (district and employee contributions). Employees wishing to continue medical coverage through the Morgan Hill Unified School District medical plan into August will need to apply to a COBRA program for continued coverage. All other health and welfare benefits will continue through August 31 (i.e. dental coverage, etc.).

~~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 (PERS fee)* = \$274.60 - \$91 = \$183.60 maximum cash back~~

~~2006-2007 \$323 - \$64.60 (PERS fee)* = \$258.40 - \$182 = \$76.40 maximum cash back~~

~~2007-2008 \$323 - \$80.80 (PERS fee)* = \$242.20 - \$273 = \$0 cash back~~

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

9.4.2 The District shall provide a prorated contribution to each active part-time unit member. 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~~

TENTATIVE AGREEMENT 5/15/13

 1 TS

~~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.~~

- 9.4.5.1 The retired unit member must be retired under the provisions of the State Teachers Retirement System.
- 9.4.5.2 The retired unit member must have been enrolled in a health insurance plan while an active employee.
- 9.4.5.3 The District shall pay such contribution for the retiree until death of the retiree, or the retiree is eligible for participation in the U.S. Government Medicare program, or the retiree is eligible for health premiums through other employment, or, the retiree reaches the age of sixty-five (65), whichever of the events occurs first.
- 9.4.5.4 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.


Steve Betardo
Date 5/22/13


Theresa Sage
Date

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: Beginning with the 2010-2011 school year, three (3) hours of additional staff development hours referred to as collaboration and three (3) hours of unagendized collaboration (previously referred to as ½ Day District, ½ Day Teacher Work Day unagendized in the 2010-2011 contractual year) equates to the 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)

TENTATIVE AGREEMENT 6/21/13

 / TS

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)

12.1.3 2015 – 2016

180 days of instruction

183 Teacher work days

August 11, 2015 Full Day of Professional Development

August 12, 2015 Teacher work day – (No students – unagendized)

August 13, 2015 First student day

November 6, 2015 K-6 Elementary Conference day (No students – No mandatory meetings)

December 18, 2015 7-12 End of Semester work day ((No students – No mandatory meetings)

June 3, 2016 Last day for students (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

TENTATIVE AGREEMENT 6/21/13

 , TS

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,

TENTATIVE AGREEMENT 6/21/13


 / TS

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.

TENTATIVE AGREEMENT 6/21/13

 / TS

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.

TENTATIVE AGREEMENT 6/21/13

 / T.S.

- 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.)

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

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.

TENTATIVE AGREEMENT 6/21/13

 / TS

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.

 6/21/13
Steve Betando Date

 6/21/13
Theresa Sage Date

ARTICLE 13. LEAVES

13.4 Pregnancy Disability Leave

- 13.4.1 A unit member who is disabled due to pregnancy, childbirth, or related medical conditions, may take up to four months of unpaid pregnancy disability leave.
- 13.4.2 Sick leave may be used during pregnancy disability leave. A medical doctor shall provide verification of the unit member's disability and shall specify in writing the expected beginning and ending dates of the unit member's pregnancy disability leave.
- 13.4.3 During pregnancy disability leave, a unit member may continue to receive compensation by using her accrued, unused sick leave and substitute differential leave.
- 13.4.4 The unit member may choose to extend the pregnancy disability leave. She may use her accrued unused sick leave or substitute differential for up to an additional thirty (30) consecutive days (six weeks) immediately following the verified pregnancy disability leave.
- 13.4.5 In accordance with law, a unit member who is disabled due to pregnancy, childbirth, or related medical conditions, may take up to twelve (12) weeks of unpaid family leave in addition to her pregnancy disability leave.
- 13.4.6 Except as required by law or an express provision of Article 13, leaves shall be coordinated, i.e. they shall run concurrently.

13.5 Parenthood Leave

- 13.5.1 The District may grant to probationary unit members a leave for a period not to exceed one (1) school year, after the birth of a child of which he/she is the parent, for the purpose of childcare. Such a leave must commence not later than one (1) year after the birth of a child.
- 13.5.2 The District may grant to a permanent unit member a leave for a period not to exceed one (1) school year for maternity, paternity, adoption of a child, or child care. When requesting maternity, paternity, adoption or child care leave, the unit member shall request the leave as soon as the need to be absent is known. Such request shall be in writing and shall state reasons and the dates the unit member wishes to begin and end the leave.
- 13.5.3 The granting of a leave, the determination of the date on which the leave shall begin, and its duration, shall be made by the District.
- 13.5.4 A maternity, paternity, adoption, or child care leave of absence shall not be deemed to constitute a break in the unit member's continuity of service.
- 13.5.5 Except as required by law or an express provision of Article 13, maternity paternity, adoption, family and child care leaves of absence shall be without compensation and annual step advancement and shall be deemed to constitute family care leave under state and federal law.
- 13.5.6 Within the first year of a child's arrival new parents, including adoptive parents, exclusive of the birth mother, may use up to ~~ten (10)~~ thirty (30) consecutive days (six

Handwritten signatures and initials, including a large signature and the initials 'TS'.

weeks) of accrued, unused sick leave for parenthood leave purposes within the current academic year. ~~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.~~


Steve Betando

6/21/13
Date

Theresa Sage 6/21/13
Theresa Sage

Side Letter for K-8 Configuration:

In reference to Article 22: Contract Exceptions

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 8th 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 convene a joint MHFT/MHUSD labor management team that may include members of the 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

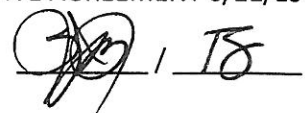
- Evaluate and modify the guiding principles as necessary
- Create and implement a school plan that includes school operations, management expectations, school leadership, and school culture
- Develop a needs assessment survey
- Continue to develop the integration plan for 7th and 8th grade curriculum, staff, and students.
- Integrate 8th grade into the current Jackson school.
- Develop and implement a plan to provide 7th and 8th grade teachers a consistent preparation time.
- 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 convene a joint MHFT/MHUSD labor management team that may include members of 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.
- Develop and implement a plan to provide 7th and 8th grade teachers a daily preparation time.

TENTATIVE AGREEMENT 6/21/13



- 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.

 6/21/13
Steve Betando Date

Theresa Sage 6/21/13
Theresa Sage Date

TENTATIVE AGREEMENT 6/21/13

_____/____

MORGAN HILL UNIFIED SCHOOL DISTRICT
Morgan Hill, California

BASIC SALARY SCHEDULE
183 Calendar Days
2013-2015

	I	II	III
STEP AB SEM. UNITS	AB + 45 SEM. UNITS	AB + 60 SEM. UNITS	
1	43,512	45,252	47,062
2	45,252	47,062	48,945
3	47,062	48,945	50,903
4	48,945	50,903	52,938
5	50,903	52,938	55,057
6	52,938	55,057	57,259
7	55,057	57,259	59,550
8	57,259	59,550	61,931
9	59,550	61,931	64,408
10		64,408	66,985
11		64,408	69,664
12-14		66,985	72,452
15-19		69,664	75,348
20-24		72,452	78,363
25-29		75,348	81,497
30+		75,348	84,765

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, 2013

Adopted:

TENTATIVE AGREEMENT 6/21/13

 / TS

MORGAN HILL UNIFIED SCHOOL DISTRICT
Morgan Hill, California

SALARY SCHEDULE WITH 1% ENHANCEMENT
183 Calendar Days
2013-2014

	I	II	III
STEP AB SEM. UNITS	AB + 45 SEM. UNITS	AB + 60 SEM. UNITS	
1	43,939	45,696	47,523
2	45,696	47,523	49,425
3	47,523	49,425	51,402
4	49,425	51,402	53,457
5	51,402	53,457	55,596
6	53,457	55,596	57,820
7	55,596	57,820	60,133
8	57,820	60,133	62,539
9	60,133	62,539	65,039
10		65,039	67,642
11		65,039	70,347
12-14		67,642	73,162
15-19		70,347	76,087
20-24		73,162	79,131
25-29		76,087	82,296
30+		76,087	85,596

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

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

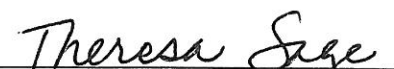
Salary Placement – The District will recognize fourteen (14) years of prior authorized experience toward placement on the salary schedule.

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

Effective: July 1, 2013 – June 30, 2014

Adopted:

 6/21/13
Steve Betando Date

 6/21/13
Theresa Sage Date

TENTATIVE AGREEMENT 6/21/13

_____ / _____

MORGAN HILL UNIFIED SCHOOL DISTRICT 2015 - 2016 TRADITIONAL CALENDAR

LEGEND

H - Legal Holiday

N or V - Non School Day

7N - 7-12 Non School Day

M - Minimum Days

★ First and last days

TR - Teachers return to work
All - All staff return to work

Q1 - Qtr 1 Ends 10/9
Q3 - Qtr 3 Ends 3/11

T1 - Trimester Ends 11/5
T2 - Trimester Ends 3/1

S1 - Semester 1 Ends 12/17

CST Testing X/XX - XXX

T1 = 60 Days
T2 = 60 Days
T3 = 60 Days

Sem 1 = 84 Days
Sem 2 = 96 Days

JULY 2015						
S	M	T	W	T	F	S
			1	2	3 H	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 TR	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 H	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 T1	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 2016						
S	M	T	W	T	F	S
					1 H	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	29					

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 N	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	

Addendum 5


ARTICLE 16. EVALUATION SIDE LETTER


The District and the Federation agree to continue the 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 also investigate the potential impact of the implementation of the Common Core Standards and accompanying assessment program(s) in relationship with teacher evaluation.

The committee will meet during the 2012-2013 2013-2014 school year and make recommendations to the negotiating teams prior to January 2013 2014.

 6/21/13
Steve Betando Date

 June 21, 2013
Theresa Sage Date

Addendum 6

ARTICLE 16 SIDE LETTER - Teacher Support Network (TSN)

MHFT and MHUSD have convened a joint committee to ~~develop~~ monitor a Teacher Support Network, hereafter in this document referred to as the TSN committee. This committee ~~will include~~ members from MHFT and MHUSD administration who ~~will have created~~, composed and will continue to edit ~~the process and~~ required documents for the above mentioned model. Both parties ~~have agreed~~ agree to continue 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 by the last instructional day of the school year.

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 February 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 and Federation.

Teachers accepted into the TSN program will be provided training on the process and protocols by September 16th 2013.

TSN ~~consulting~~ teachers support providers 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 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 the last instructional day of the prior year: unit members that are mandated to receive support will be notified of their participation in the TSN.

By July 15: TSN panel members will be selected.

TENTATIVE AGREEMENT 6/21/13

15 1 6/21/13 6/21/13

By August 1: TSN ~~consulting teacher~~ support providers will be selected. and Unit members applying or mandated for support shall be notified of their participation status in the TSN.

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

By February 15: Final administrative evaluation documents will be provided to the superintendent or designee

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.

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. Unit members have the right to submit a written response to the Human Resources Department within ten (10) days of receiving the evaluation and any response submitted within the ten(10) day period shall be attached to the summative evaluation and placed into the unit member's personnel file.

PILOT MODEL ASSESSMENT AND MODIFICATION


MHFT and MHUSD will use a developed assessment tool to collect data and comments from administrators and all participating teachers regarding the implementation of the TSN Model. By April 30, 2013 2014 the completed assessments will be collected at each site, and MHFT and MHUSD representatives will jointly tabulate the results by June 30, 2013 2014. 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 2013-2014 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.


Steve Betando
Date 6/21/13


Theresa Sage
Date June 21, 2013

TENTATIVE AGREEMENT 6/21/13

15
6/21/13