



**MORGAN HILL UNIFIED SCHOOL DISTRICT
and the
MORGAN HILL EDUCATIONAL LEADERS ASSOCIATION
AGREEMENT**

**CERTIFICATED ADMINISTRATORS
CLASSIFIED DIRECTORS
SUPERVISORS
PSYCHOLOGISTS
CONFIDENTIAL EMPLOYEES**

2021-2024

Effective July 1, 2021

Tentative Agreement Reached 4/30/21

The Governing Board is committed to equal opportunity for all individuals in education. District programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

Reference: Board Policy 041

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The professional organization of the Morgan Hill Educational Leaders Association (MHELA) represents all regular District employees not included in a bargaining unit, or under a multi- year employment contract, including certificated administrators, classified directors, supervisors, psychologists and confidential employees. MHELA is committed to supporting the District's goal of procuring and ensuring the continued services of the finest educational professionals available. MHELA believes that the District's employees are the ultimate resource in providing outstanding programs and services to the children of the Morgan Hill Unified School District. MHELA shall be considered an integral part of the District's management team.

The following is a listing of compensation, benefits and other conditions of employment.

EMPLOYMENT RIGHTS

Professional duties and responsibilities of each position will be in written form. The full and fair evaluation of performance, including constructive dialogue, will occur on a regular and continuous basis.

COMPENSATION

Annual Salaries

Salaries shall be as indicated in the schedules adopted by the Board of Education and these schedules shall include the following components:

- Annual salary
- Number of work days
- Career increment
- Professional development allocation
- Fringe benefits including professional dues
- Bachelor's Degree
- Master's Degree
- Doctoral Degree

Confidential Employee Pay Per Extra Hours

Confidential employees will be paid time-and-one-half based upon their individual salary rate for any hours authorized to be worked over eight (8) hours per day and/or forty (40) hours in a week. Confidential employees may receive comp time in lieu of payment with prior Supervisor approval.

Annual Step Increases

MHELA employees will advance to the next step at the beginning of each fiscal year (July 1st) so long as they were hired on or prior to October 31st of the preceding year. MHELA employees hired on or after November 1st wait until the following year to advance.

Degree Stipends

The District shall offer the following degree stipends which shall be added to the annual salary. Stipends for degrees are cumulative up to a maximum of \$3000.

Doctoral Degree: \$1,500 Master's

Degree: \$1,500

Bachelor's Degree (Classified Staff only): \$500

LONGEVITY

Beginning on the anniversary date of hire in the 5th, 10th, 15th, 20th and 25th year of service in MHELA employees will receive a longevity career increment of 2.5% of the current salary. Only years of service within MHELA will be counted for the purpose of longevity career increment.

Years 5-9 = Step on schedule + 2.5%

Years 10-14 = Step on schedule + 5.0%

Years 15-19 = Step on schedule + 7.5%

Years 20-24 = Step on schedule + 10.0%

Years 25+ = Step on schedule +12.5%

EARLY RETIREMENT

A MHELA employee who is between 55 and 64 years of age, entered PERS or STRS prior to January 1, 2013, and has been employed by the District for at least ten (10) years in any position may apply to the District for an early retirement benefit. The post-employment retirement benefit is a \$9000 annual payment to the retiree to use toward medical, dental, and vision benefits, prorated for part-time employees, for not more than 10 years or until the month in which the retiree turns 65, whichever comes first.

If the retiree selects a PERS medical plan, the District directly contributes the amount set by government code section 22857 subdivision (B) of the California Public Employees Retirement, and this amount is deducted from the retiree's post-employment retirement benefit.

If any other insurance carrier requires that the District pre-pays any portion of the premiums for a retiree, that amount shall be subtracted from the \$9,000 and the net amount paid to the employee.

HEALTH AND WELFARE BENEFITS

The District shall offer the MHELA employee the opportunity to participate in all of the following health and welfare programs.

- Medical Health Plan (individual, two-party, or family plan)
- Dental Insurance (individual, two-party, or family plan)
- Vision Care (individual, two-party, or family plan)

The District shall offer tiered levels of contribution toward health and welfare benefits tied to the employee's selection of a medical plan. The contribution will begin in December 2019 toward benefits beginning on January 1, 2020. If an employee does not select a medical plan, the employee may still select a dental and/or vision plan with the District contribution.

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

Employees may also choose to pay for and participate in any of the following voluntary benefits through a payroll deduction

All MHELA employees will be enrolled in a guaranteed issued \$10,000 life insurance policy at the District's expense upon enrollment. The employee names the beneficiary.

Employees may also choose to participate and pay for any of the voluntary benefits below through a payroll deduction:

- Income Protection
- Group Term Life Insurance
- Group Accident Insurance
- Tax deferred annuities and/or supplementary retirement plans
- Professional Liability Insurance
- Any other approved program

Health benefits are provided annually for active employees. Employees remain eligible for health and welfare benefits for the duration of their employment. Coverage begins the first of the month following the date of hire if hire date is between the 1st and the 15th day of the month. Coverage begins the first of the 2nd month following the date of hire if hire date is from the 16th to the end of the month. Employees may elect to end their coverage the last day of the same month of employment without an employee deduction or, if employee prefers to maintain benefits for an additional month, may end the last day of the following month with an employer contribution and employee deduction, if applicable. When an employee leaves the District, whether it be voluntarily or involuntarily, the employee may enroll in COBRA continuation coverage for eligible health and welfare benefits at their own expense. Employees who are on an unpaid leave of absence may also apply for COBRA within the guidelines of COBRA continuation coverage.

If the District and MHELA mutually agree to leave CALPERS and join an alternate health care provider, any savings realized to the District by this change of providers will be added to the

employer contribution.

A MHELA employee may enroll in a section 125 plan for payment of expenses for approved programs.

PAYROLL DEDUCTIONS

The District shall provide for payroll deductions from a MHELA employee's monthly salary upon receipt by the District of a signed authorization from the employee.

Allowable payroll deductions by MHELA employees may include:

- Payments to tax deferred annuities
- Payments to credit unions
- Payments to approved insurance programs
- Payments to District-approved foundations and scholarship funds
- Any other approved program
- MHELA annual dues

Classified employees shall be enrolled into California State Disability Insurance (CA-SDI) and certificated employees shall have the option to purchase short or long term disability through a third party provider.

MILEAGE

MHELA employees who are authorized by the District to use their own vehicle in the performance of their assigned duties shall be reimbursed for all such travel at the maximum allowable IRS rate per mile. The positions designated by the Superintendent may be offered a monthly mileage stipend in lieu of submitting mileage forms. For these employees, the amount of mileage reimbursement shall be defined on the Offer of Employment and shall replace submission of mileage reimbursement forms for all travel within Santa Clara County.

PROFESSIONAL DUTY STIPEND

MHELA members may receive a professional stipend for job related expenses or additional duties, as approved by the Superintendent. If the employee is eligible for this stipend it will be defined on the Offer of Employment.

LEAVES

SICK LEAVE

All MHELA employees in paid status are entitled to sick days to be used in case of personal illness or injury. MHELA employees are entitled to the following days:

- Ten month employees 10 days
- Eleven month employees 11 days
- Twelve month employees 12 days

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

BEREAVEMENT LEAVE

Each MHELA employee is entitled to up to five (5) workdays of paid bereavement leave for the death of any member of his/her immediate family. Members of the immediate family include mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild, of the employee or the spouse of the employee and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, step children, brother, brother-in-law, sister, sister-in-law of the employee, step parents, step sibling, any children of domestic partner, aunt, uncle, niece, nephew, or any person living in the immediate household of the employee.

PERSONAL NECESSITY LEAVE

Each MHELA employee may use sick leave for purposes of personal necessity upon prior notification. Prior notification to the immediate supervisor is not required for (1) and (2) below. 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:

- (1) Serious illness or incapacity of a member of the immediate family, as defined under “Bereavement Leave”.
- (2) Serious accident involving the person or property of the employee or a member of his/her immediate family as defined under “Bereavement Leave”.
- (3) After bereavement leave has been used, the employee may use up to three (3) days of personal necessity leave for bereavement purposes.
- (4) A MHELA employee may use one (1) day of personal necessity leave for attendance at a funeral service not covered by bereavement leave provisions.
- (5) Personal necessity leave may be granted for other justifiable reasons with prior notification. If a MHELA member chooses to take a non-work day on a ‘student-in-session day’, prior approval will be obtained from the immediate supervisor.

The MHELA employee shall inform the immediate supervisor of the need to be absent as soon as practicable. Personal necessity leave shall be subject to final approval and verification by the District upon the MHELA employee’s return to work.

INDUSTRIAL ACCIDENT/ILLNESS LEAVE

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. Allowable leave shall be for sixty (60) days in any one fiscal year for the same accident, during which time the MHELA employee would have been performing assigned duties by the District. The District reserves the right to have the MHELA employee examined by a physician designated by the District at District expense to assist in determining the length of time during which the MHELA employee will be unable to perform regularly assigned duties and the degree to which such disability is attributable to the injury or illness involved. Allowable leave shall not be accumulated from year to year.

Under the following terms, leaves for MHELA employees resulting from industrial accident or illness shall be granted:

- (1) Industrial accident or illness leave shall commence on the first day of absence.
- (2) Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- (3) When an industrial accident or illness leave of sixty (60) days overlaps into the next fiscal year, the MHELA employee 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.
- (4) 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 MHELA employee's salary. The District shall deduct all legal and authorized deductions. After using all available sick leave, vacation, and extended leave time, the MHELA employee will receive no further District pay, but will receive compensation checks directly from the insurance carrier until such time as the MHELA employee returns to work.
- (5) Any MHELA employee 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.

JURY AND WITNESS DUTY

MHELA employees shall be granted leave when called for jury or witness duty. Jury or witness duty occurs when an employee is required by law to serve on a jury or receives a valid subpoena or court order requiring service in a judicial proceeding. Leave will not be granted when a MHELA employee is on telephone standby for jury or witness duty.

When required to serve on a jury or when responding to a subpoena or court order, the MHELA employee shall inform the District as soon as possible after receipt of official notification and prior to the jury or court appearance. Official verification for jury duty and/or service of a

subpoena or court order is required by the District.

MHELA employees on jury or witness duty, as defined in paragraph one of this section, shall receive their regular salary. Any reimbursement received for services rendered on jury duty or as a subpoenaed witness, exclusive of any meal, mileage and/or parking allowance, shall be reimbursed to the District.

MATERNITY/PARENTAL LEAVE

MHELA employees may use accrued sick leave and sub differential per Ed Code 44977.5 and 45196.1 for a maximum total of up to twelve (12) weeks for the birth or adoption of a child.

FAMILY AND MEDICAL CARE LEAVE

The District shall grant eligible MHELA employees family and medical leave to the extent required by federal and state law using accrued sick leave up to six (6) weeks.

LEAVES WITHOUT COMPENSATION

The District may grant leaves to MHELA employees for a period not to exceed one (1) year for the following reasons:

- Care during illness of a member of the immediate family
- Long-term illness of the MHELA employee
- Such other reasons as authorized by the District

These leaves shall be without compensation and without annual step increment and shall be available, at the District's discretion, after the employee exhausts all other available leaves. The MHELA employee shall request the leave as soon as the need to be absent is known and, when practicable, not less than thirty (30) workdays prior to the date the leave is to begin. Such request shall be made to the Assistant Superintendent for Human Resources in writing, and shall include the reasons for the request as well as the beginning and ending dates requested. The employee shall be required to use any accumulated vacation days before beginning the leave. If a leave is granted, the determination of beginning and ending dates shall be made by the District. An approved leave without compensation shall not constitute a break in a MHELA employee's continuity of service.

A written statement from a physician that the MHELA employee is physically and mentally fit to return to duty may be required of any MHELA employee who has been on leave for health related reasons.

MILITARY LEAVE

All MHELA employees drafted for military service or ordered to active duty with reserve components shall be granted a leave of absence without pay.

When such ordered active service does not exceed thirty (30) calendar days, the employee shall

receive full compensation while on military leave.

Absences for military leave shall not constitute a break in continuity of service.

The District shall endeavor to place returning MHELA employees who have sustained physical handicaps.

WORK CALENDAR/WORK YEAR

The work year for each MHELA employee is determined by his/her job classification. Annually, Human Resources will provide the work year calendar attached to the Offer of Employment.

Certificated Administrators:

Certificated administrators work on a positive calendar from July 1- June 30. Holidays and breaks are prescheduled into the calendar. Administrators have a number of non-work days that can be scheduled throughout the 12-month calendar. Certificated administrators shall render the number of service days specified in the annual employment offer and are allowed a variance of not more than five (5) days per year from the number of workdays. If the certificated administrator begins a year with a negative number of days, the correction must be made during the year. Days worked in excess of the specified number of days in the employment offer are not subject to additional compensation.

The assigned calendar shall include all days of the instructional and professional development calendar for teachers as well as all the days of the school office secretary. Certificated administrators may schedule a limited number of work days outside these dates or during instructional breaks including weekends that may be exchanged with prior approval from the Superintendent or Assistant Superintendent(s) for assigned work days that do not negatively impact the instructional calendar. In order to reconcile payroll each month, all certificated administrators will fill out a monthly attendance report indicating days worked and reasons for absence, including sick/personal necessity and professional leave. The monthly attendance report is reconciled against the assigned calendar and approved by the Assistant Superintendent.

Classified Management:

Twelve month classified management employees are assigned a traditional 260-day calendar. Directors shall earn twenty (20) days of paid vacation. Vacation days are granted July 1 - June 30 on a fiscal year basis.

Twelve month Classified Supervisory and Confidential employees shall earn up to twelve (12) days of paid vacation beginning their first year of employment in a MHELA position, and earn an additional day of paid vacation for every year of service; up to a maximum of twenty (20) days of paid vacation can be earned. All 10 and 11 month employees shall earn vacation according to their individual annual employment offer.

Confidential employees who work less than a 260-day calendar shall receive pay on or before July 10th of the year following the fiscal year in which the vacation leave was earned in lieu of actually taking vacation leave, since the instructional calendar has embedded time off.

Classified Management, Supervisory, and Confidential MHELA employees shall be granted credit for vacation earned during a fiscal year on July 1. With prior District approval, such accrued vacation leave may be used during that year or during the following fiscal year. Vacations may be taken only with the approval of the immediate supervisor. If a District-scheduled holiday falls within a scheduled vacation period, such holiday shall not be counted as a day of vacation. If the requested vacation is denied, the supervisor shall meet with the employee to reschedule the employee's vacation.

Vacation accrual shall be limited to a maximum of two years' accrual. If vacation days reach a total of two years' accrual, further accrual of vacation will cease until accumulated vacation is used. Accordingly, in the event of separation from the District, for any reason, the classified manager shall be entitled to compensation for no more than two years of accrued and unused vacation at the employee's current salary rate.

In an effort to reduce the cost of facilities and provide time off during ideal operational time periods, the Morgan Hill Unified School District shall be closed between Christmas Day and New Year's Day.

All twelve (12) month Classified MHELA members who have more than one year of accrued vacation as of December 1st shall be required to use accrued vacation leave for those work days when the District is shut down. All twelve (12) month Classified MHELA members who have less than one (1) year of accrued vacation as of December 1st shall have the option to use accrued vacation leave or can earn compensatory time for those work days when the District is shut down. Compensatory time must be arranged in advance with the immediate supervisor and such records shall be maintained in writing by each Department. Compensatory time for this purpose shall be earned hour for hour basis and shall be generated based on project specific work with the Supervisor's advance approval.

All MHELA classified directors, supervisors and confidential employees will complete a monthly absence report showing the date and reason of absence, including sick/personal necessity leave, vacation leave, and professional leave. The absence report is reconciled against the assigned calendar and approved by the employee's supervisor.

HOLIDAYS

Classified directors, managers, supervisors, and confidential MHELA employees who are in paid status the workday before or the workday following the holiday designated by the District will

be paid for those days.

DUES AND PROFESSIONAL ORGANIZATIONS

The MHELA employee can use district funds up to 0.9% of their salary for dues in professional organizations such as Association of California School Administrators (ACSA) or California Association of School Business Officials (CASBO), or others as pre-approved by the immediate supervisor.

PROFESSIONAL DEVELOPMENT

MHELA employees have the right to participate in staff in-service training programs that are an integral part of professional performance. MHELA employees may be reimbursed for some or all appropriate expenses incurred in conference/workshop attendance. Expenditures and funding sources must be approved by the appropriate supervisor and/or program manager.

On an annual basis, an allocation from the general fund determined through the LCAP or SPSA or department budget-building process shall be set aside to support professional development for MHELA employees who may apply for centralized funds through their Assistant Superintendent. Site or department funds may be used toward professional development at the discretion of the administrator or supervisor.

NEW ADMINISTRATORS CLEAR CREDENTIAL

The District shall also provide a coach at District expense for all first-year principals, whether hired with Preliminary or Clear credentials. For new administrators that are hired with a Preliminary Administrative Services Credential, the District shall reimburse up to \$4000 toward the expense of clearing their credential. To be eligible for this benefit, the new administrator must clear their credential within four (4) years of the date of hire and sign an agreement to remain in an administrative position with the District for a minimum of four (4) years. If the administrator receives a reimbursement and chooses to leave the District prior to serving at least four (4) years in an administrative position, the employee shall reimburse the District a pro-rata share of this benefit.

PARITY OF SETTLEMENT

The parties agree that if the ongoing economic improvements negotiated by or granted to other employee groups within the District exceed the ongoing economic improvements offered during the meet and confer process with Morgan Hill Educational Leaders Association for the same period of time, separate from any concessions, that the District and Association shall immediately meet and confer to review agreements in an attempt to reach parity with the economic improvements settled with other employee groups. This article in no way limits any employee group to bargain and settle on matters unique to their own group.

**MORGAN HILL UNIFIED SCHOOL DISTRICT
LEADERS ASSOCIATION**

MORGAN HILL EDUCATIONAL

Dr. Carmen Garcia, Superintendent

Patrick Buchser, President