



**Summary of Tentative Agreement  
Between MHUSD and MHFT  
August 10, 2019**

The Articles mentioned below and attached have been amended:

- Article 4 Compensation
- Article 9 Health & Welfare Benefits
- Article 15 Class Size

In addition, the parties

1. Agree to form a joint Funds Available Committee to review and refine a formula to utilize for use in the future for bargainable dollars. (Article 4)
2. Agree that the Health Benefits Committee shall meet after open enrollment for the 2019-20 year, no later than January 30, 2020 to review the financial impact of the new tiered system of benefits. If the effect on the budget is positive, the parties agree to reopen the Health and Welfare article for the 2020-21 year in pursuit of a budget neutral improvement to member benefits. (Article 9)
3. Agree to meet no later than September 30, 2019 to begin discussions on ways to:
  - Review ways to provide additional time and or compensation related to areas of concern for Special Education case management
  - Review caseloads and class sizes including parameters for additional compensation for overages
  - Create a process for granting waivers for mutually agreed upon overages
  - Review mainstreaming of SDC students in total class sizes
4. Unless either party has an interest in modifying specific non-monetary language in any of the articles, the parties agree to a closed contract of all articles through June 2021. Either party may request that the other party consider entering a discussion about specific language in up to two articles in the contract. If both parties mutually agree to discuss up to two articles, then they would jointly sunshine the specific provisions within the articles to be discussed.

Handwritten signatures of two individuals, one appearing to be "M" and the other "A", written over a horizontal line.

## ARTICLE 4. COMPENSATION

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

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

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

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

### 4.2 Initial Placement on Salary Schedule

#### 4.2.1 Step Placement

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

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

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

#### 4.2.2 Column Placement

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

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

### 4.3 Incentive Grant

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

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

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

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

#### 4.4 Advancement on the Salary Schedule

##### 4.4.1 Annual Step Advancement

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

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

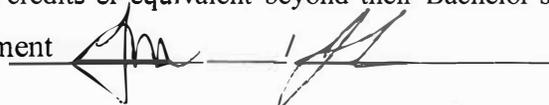
4.4.1.2 In the event the annual step advancement is withheld, the unit member may appeal the withholding of the annual step advancement to the Superintendent, whose decision shall be final and binding.

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

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

##### 4.4.2 Column Reclassification

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

Handwritten signatures and a horizontal line.

Degree; to move from the column II classification to the column III classification, a unit member shall have completed sixty (60) semester units or equivalent as defined in Section 4.1 above, or have completed special programs and/or projects approved by the District.

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

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

#### 4.5 Reimbursement for Additional Teaching Certification Areas

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

as determined by the District not to exceed two thousand dollars (\$2,000) for each area of additional certification earned by a unit member.

4.5.6 Reimbursement by the District shall be made within thirty (30) work days following the date on which reimbursement and certification documents are presented.

#### 4.6 Additional Certifications and Compensation

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

The District shall grant one thousand five hundred dollars (\$1,500) per year to each unit

member who has earned a Master's or Doctoral degree from any college or university currently accredited by an accrediting agency recognized by the U.S. Department of Education, in a field directly related to the unit member's educational assignment.

##### 4.6.2 Additional Certification

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

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

#### 4.7 Annual Salaries

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

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

~~Effective July 1, 2018, the salary schedule for the 2018-19 contract shall be improved as follows:~~

~~2.5% increase to the 2017-18 Basic Salary Schedule and the 2017-18 Preschool Teacher Salary Schedule and the 2017-18 Intern Salary Schedule (see Addenda I, II and III).~~

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

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

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



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

4.7.2 Librarians and counselors:

- a) Counselors are required to work up to an additional fifteen (15) days beyond the unit member's basic work year. Librarians may work up to an additional ten (10) days beyond the unit member's basic work year. (See Article 12.1.4).
- b) Librarians and counselors shall be paid at their daily rate for any additional days they are required to work beyond the basic work year.

4.8 Hourly Rates

4.8.1 Adult Education

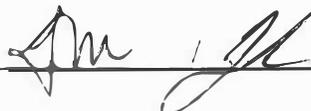
Adult Education - Instructors shall be paid \$35.00 per hour.

4.8.2 Home Instruction and Miscellaneous Hourly Rate

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

## ARTICLE 9. HEALTH & WELFARE BENEFITS

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



---

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

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

~~9.4.1 — In addition to any mandated administrative fee, the District shall provide to each eligible active full-time employee a monthly employer contribution for the payment of premiums for coverages defined in 9.3 to be selected by the unit member.~~

~~September 1, 2007 (for September premium) ————— \$750 per month~~

~~9.4.2 — If the District and the Federation 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. The new monthly contribution will be adjusted to a minimum of \$800 per month for an annual contribution of at least \$9,600.~~

9.4.3 Health benefits are provided annually for active employees. Employees remain eligible for health and welfare benefits for the duration of their employment. Coverage begins the first of the month following the date of hire and ends the last day of the next month following their last day of service. (For example, if an employee's last day of service is March 5, coverage ends on April 30) through August 31st of each year. When an employee separates from the district in June, medical benefit coverage will terminate on July 31. The amount equal to the August medical premiums, including employee summer deduction and employer contribution, shall be refunded to the employee in their June paycheck. All other health and welfare benefits will continue through August 31. (i.e. dental coverage, etc.). When an employee leaves the District, whether it be voluntarily or involuntarily, the employee may enroll in COBRA continuation coverage for eligible health and welfare benefits at their own expense. Employees who are on an unpaid leave of absence may also apply for COBRA within the guidelines of COBRA continuation coverage.

~~9.4.4~~ 9.6.1 The District shall provide a prorated contribution to each active part-time unit member.

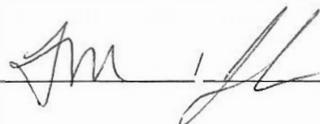
~~9.4.5~~ 9.6.2 If the administrative and reserve costs charged by any plan administrator exceed 1%, the District and the MHFT are in agreement that the District's payment of any additional cost is subject to renegotiation.



- 9.4.6-9.6.3 Two district employees who are married or registered domestic partners will have the option to consolidate health and welfare premiums made on their behalf by the District. However, the maximum tier of contribution for medical plan will only be available to one of the unit members. The other married or registered domestic partner may combine the lowest tier contribution toward the total cost of combined medical, dental, and/or vision plan selections. The District will make an effort to have any out-of-pocket costs for these employees be equalized between the employees whenever possible.
- 9.4.7 Temporary personnel ~~who 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 welfare (see 9.4) benefits equivalent to those of permanent or probationary bargaining unit members.
- 9.4.8 If the District offers a PERS medical insurance plan, the District agrees to contribute the lesser amount set by Government Code Section 22857 subdivision (b) of the California Public Employees' Retirement Law per eligible retiree per month. If the District and MHFT agree to terminate participation in the PERS medical insurance plan, the District shall have no further obligation for payment of the basic contribution.
- 9.4.8.1 The retired unit member must be retired under the provisions of the State Teachers' Retirement System.
- 9.4.8.2 The retired unit member must have been enrolled in a health insurance plan while an active employee in order to continue participation in the health insurance plan.
- 9.4.8.3 The District shall pay such contribution for the retiree until death of the retiree, or the retiree is eligible for participation in the U.S. Government Medicare program, or the retiree is eligible for health premiums through other employment, or the retiree reaches the age of sixty-five (65), whichever of the events occurs first. Beginning with the 2015/2016 retirees, if an insurance carrier requires that the District pre-pays any portion of the premiums for retirees that are not part of the actual premium costs paid directly by the retiree, the District retains the option to collect such pre-paid amounts from the retirees. The District will not collect these pre-paid premiums retroactively for any retiree prior to 2015/2016. For retirees who have retired under the Option IV prior to 2015/2016, the prepaid premiums will be continued to be covered by the district until death of the retiree, or the retiree is eligible for participation in the U.S. Government Medicare program, or the retiree is eligible for health premiums through other employment, or the retiree reaches the age of sixty-five (65), whichever of the events occurs first.
- 9.5 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.
- 9.7 The Federation President or designee and the Superintendent or designee shall mutually select the specific carriers for the coverages enumerated in Section 9.4 and assume the responsibility to inform each unit member of the available options and provide information regarding the specific available coverages.
- 9.8 Health and Welfare Enrollment

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

- 9.7.1 The District shall provide an annual opportunity for employees to submit changes during an Open Enrollment period for the health and welfare plans which participate in such Open Enrollment periods. If the employee does not submit changes or the required documentation during an Open Enrollment period, the District shall continue the employee in the same health and welfare plans. If any of the health and welfare carriers do not participate in an Open Enrollment period, the employee shall remain in such plan until no longer eligible or until the employee submits the appropriate paperwork to be removed from the plan. During the open enrollment period, the District will provide ~~a voluntary on site meeting for~~ each employee an opportunity to review their enrollment status and any changes to health and welfare plans and/or premiums.
- 9.7.2 If the employee requests enrollment in or a change to a health and welfare plan, yet does not meet the plan requirements, the employee will not be enrolled in such plan and will be notified by the district. The employee is solely responsible for providing documentation to verify the eligibility of their dependents for the purposes of enrolling in or maintaining enrollment in any of the health and welfare plans.
- 9.7.3 The District is responsible for verifying dependent eligibility documents upon enrollment in or change to any of the health and welfare plans. The employee and District will fully comply with requests from District health and welfare insurance carriers in regards to internal and external audits of dependent eligibility. If an employee transfers to a paid benefit-eligible position with another bargaining unit with the District, the employee will only remain eligible for health and welfare plans applicable to the bargaining unit of which they are a member.
- 9.8 A joint Health Benefits Committee will meet quarterly to review the impact of changes in members benefit selections, updates in plan designs, and strategies for potential improvements and cost containment.
- 9.9 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 15. CLASS SIZE**

15.1 District-wide staffing ratios:

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

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

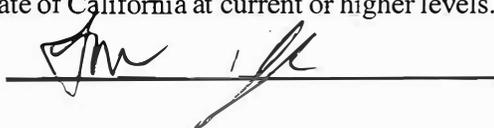
Beginning with the 2013-14 school year and continuing until section 42238.03(b)(4) is effective upon full implementation of the LCFF, as a condition of the receipt of the additional CSR adjustment grant, school districts with class size averages of more than 24 students will need to make progress towards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

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

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

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

8/10/19 Tentative Agreement



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

8/10/19 Tentative Agreement

A handwritten signature in black ink, appearing to be 'DM', is written over a horizontal line.

The District will adjust staffing as necessary to comply with Article 15.1 by the twenty first (21st) day of instruction. In the event that unit member's pupil load exceeds the above maximums (Section 15.2) for each of the first twenty (20) days of the school year or for a period of ten (10) consecutive school days thereafter, the District will either reduce the number of students assigned so as to comply with the maximum or provide compensation as outlined in Article 15.5 (elementary) and Article 15.6 (secondary).

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

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

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

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

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

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

8/10/19 Tentative Agreement



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

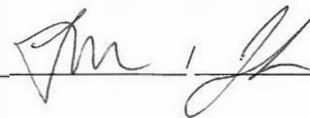
15.6 The District-wide staffing ratios for the following positions shall be based upon the following ratios which will not be modified without invoking the consultation provisions of Article 24.3 and/or 24.7 of this Agreement:

Counselors	(6-12)	<del>1:700</del> <u>1:500</u>	6-12 grade students
------------	--------	-------------------------------	---------------------

15.7 Combination Class

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

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

A handwritten signature in black ink, appearing to be 'M. J.', is written over a horizontal line.