

Morgan Hill Unified School District (MHUSD)  
And the  
Morgan Hill Classified Employees Association (MHCEA)

**Memorandum of Understanding  
As Response of Possible Reduction of Work/calendar Days  
Related to any Modified In-person Student Calendar for 2020-21**

The Morgan Hill Unified School District (District) and the Morgan Hill Classified Employees Association (Association) agree to the following terms and conditions regarding possible reduction of calendar days to affected employees identified in the layoff resolution on June 16, 2020. The District and Association have met to review the uncertainty of the educational in-person schedule for the 2020-21 school year and the impact this may have on classifications of employees. Per Article 18.2 of the collective bargaining agreement, the District and Association may enter discussions prior to a layoff, including alternatives and measures to mitigate the impact of a layoff on Association members. The following classifications of employees could be affected by a reduction of days in the in-person educational calendar:

- Transportation (including Bus Drivers, Van Drivers, and Dispatchers)
- Community Liaisons
- Health Assistants and LVNs
- School Office Assistants
- Student Nutrition (including Delivery Driver)
- Student Supervisors (Secondary Sites)
- Yard Duty (Elementary Sites)

In accordance with this agreement, the District and the Association agree that in lieu of a reduction in work days that the affected Association Members may choose to perform other tasks and duties, even if out of their typical scope of duties, during any non-student days in an adjusted educational calendar in order to continue receiving their regular monthly pay. Employees will not be compensated out-of-class pay for any duties performed from the list below. The intent of the agreement is to minimize impact to the regular pay for classifications of employees while simultaneously offering a benefit to the students, staff, and buildings in the District while the District continues to evaluate the need for additional layoffs.

Below is a list generated by Association members of suggested tasks that could be completed on days during any reduced in-person school calendar.

**Possible Tasks or Duties that Could Be Performed during Non-Student Days:**

- Attend, prepare, or receive training related to:
  - General Safety
  - COVID-19
  - Mental Health Awareness
  - Suicide Prevention
- Call families (lunch, transportation, community resources, follow up for attendance/engagement,

- new information, etc)
- Tutoring (virtually or in-person) with assigned individual students or small groups
- Clean and disinfect buses
- Clean and disinfect classrooms and high-touch surfaces around campus
- Campus Beautification:
  - Painting crew to touch up buildings (interior/exterior)
  - Painting curbs
  - Scraping off gum
  - Cleaning, weeding, planting planter boxes
  - Washing school windows
  - Pulling weeds
  - Trimming bushes
  - Picking up trash
  - Restriping blacktop
  - Cleaning cobwebs
  - Filling holes in fields
  - Cleaning up student parking lots at high schools
- Cumulative Student Files
  - Organizing and cleaning individual Cumulative Student Files
  - Purging Inactive Cumulative Student Files
- Preparing records to scan into One Doc
- Inventory and organize supply rooms
- Inventory and sanitize textbooks or Chromebooks in preparation for distribution
- Inventory, clean, disinfect sports/ recess equipment
- Organize book rooms and libraries
- Shred disposable documents at sites or DO
- Clean out the DO warehouse
- Clean/organize or help file in any of the DO offices
- Clean Maintenance yard
- Inventory desks and equipment coming into the warehouse
- Clean pools
- Organize freezers
- Clean central kitchens and cafeterias
- Organize and clean out empty or other rooms across campus
- Assist teachers with prep or student calls
- Home visits: confirming home address, offering community resources, checking in for lack of attendance/engagement
- Organize Grounds garage
- Prep for Williams Audit
- Others tasks or duties that may be generated in collaboration between site or department leadership and Association members.

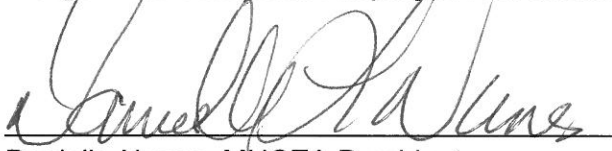
The Association agrees that site reps will collaborate with site or department leadership and act as leads for teams of affected employees to perform additional duties and tasks on any non-student school calendar days. These site reps will communicate with site or department leadership and schedule and organize projects in advance to ensure that agreed-upon tasks are completed and that designated employees show up to perform these duties/tasks during their regularly scheduled hours. If employees fail to perform their assigned duties and projects, the Association acknowledges that employees may

be subject to disciplinary action the same as they would for failure to perform regular duties. For performing these lead duties, the Association agrees to pay the Association Leads a stipend of \$500.00 for the additional work to schedule, organize, and oversee the new tasks/duties to be performed on non-student days as a result of any adjusted student calendar. The Association Leads will be paid half this stipend in December 2020 and the other half in June 2021, should the need to have an alternative schedule persist all school year.

The Association also agrees that all the affected employees identified in the Layoff Resolution on the June 16, 2020 Board Agenda will have an opportunity, by individual agreement, to accept or deny these work days. In collaboration with the District, each employee will receive a 60-day Layoff of Days Notice, but may submit in writing by July 15, 2020, of their intent to accept the layoff of days to their work week or accept the assignment of additional duties and tasks in lieu of the layoff. The parties also acknowledge that if the educational in-person student calendar is not adjusted, then the layoff for the reduction of days is completely rescinded and classified employees report to their regular days, hours and work duties. Should the in-person student calendar be adjusted, employees who choose not to work on the non-student days and accept the reduction or layoff of days instead will have their payroll, sick leave accrual and vacation accrual deducted accordingly. The Association also agrees that the affected employees WILL NOT be allowed to use vacation or personal necessity on any of the adjusted calendar days. Use of sick leave on any of these days will require verification.

The District and the Association agree to meet prior to the January State budget to discuss any and all changes that might affect this agreement. The parties acknowledge that this agreement in no way sets a precedent for any future reductions in calendar or reductions in force.

**Morgan Hill Classified Employees Association:**

  
Danielle Nunes, MHCEA President

6/11/2020  
Date

**Morgan Hill Unified School District:**

  
Fawn Myers, Assistant Superintendent of Human Resources

6/11/2020  
Date