

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

Memorandum of Understanding
Related to Modified In-person Student Calendar for 2020-21
Updated 7/28/2020

The Morgan Hill Unified School District (District) and the Morgan Hill Classified Employees Association (Association) agree to the following terms and conditions regarding affected employees identified below. The District and Association have met to update the original agreement after the announcement on July 15, 2020, that the school year would begin in a complete virtual or distance environment. Many classified positions are directly impacted by the change of not having students return to school sites. Per Article 18.2 of the collective bargaining agreement, the District and Association may enter discussions including alternatives and measures to mitigate the impact on Association members. We recognize that the following classifications of employees have full or partial duties that are affected by a change in the educational delivery model:

Operational positions affected*

- Transportation (including Bus Drivers, Van Drivers, Mechanics, and Dispatchers)
- Custodians (reduced work load - some will retain typical duties, others reassigned, as needed)
- Student Nutrition (including Delivery Driver - reduced workload, partial reassignment)
- Information Technology Specialists (potential partial reassignment for family engagement)

Site or office-based positions affected*

- ASB Bookkeeper (partial reassignment for family engagement)
- Community Liaisons (partial reassignment - increase student/family engagement)
- Health Assistants and LVNs (reassignment for student/family engagement)
- Paraprofessionals (at least one assigned per Special Education teacher; others reassigned, as needed, for student intervention services or student/family engagement)
- Human Resources Specialist and Accounting Specialists (potential partial reassignment for family or employee engagement)
- School Office Assistants. Registrar, Staff Secretary and selected other office support personnel (based on each site's staffing level and as needed for partial reassignment for student/family engagement)
- Student Supervisors (Secondary Sites - possible reassignment for childcare program or or student/family engagement))
- Yard Duty (Elementary Sites - possible reassignment for childcare program or student/family engagement)

** Other positions may be identified once we are fully operational and the changing services are better understood. Additional affected classifications would be mutually reviewed and agreed-upon by the District and MHCEA.*

In accordance with this agreement, the District and the Association agree that in lieu of a reduction in force that the affected Association Members may choose to perform other tasks and duties, even if out of their typical scope of responsibilities, during the time that students are not attending school in-person. Per the agreement, affected employees will be offered a reassignment of duties that may be associated with a different job classification. Affected employees will not be compensated out-of-class pay for the reassigned duties nor will their typical work hours increase. It is understood that reassigned employees will not be performing the full job description of another position but may be performing some duties from another job description. The reassigned duties may include any of those listed below. The intent of the agreement is to minimize impact to the affected employees while simultaneously increasing services that have direct benefit to students and staff. The intent of this agreement is to avoid layoffs while the District continues to evaluate the impact of the changing services needed as a result of the change in the District's educational delivery model for students.

As a District, we want to begin thinking about NEW ways to support students and families during distance learning using available hours of our existing staffing and complete NEW building or grounds projects that otherwise we would not have personnel to complete. We are hoping to build capacity within our classified ranks as we add value to the experiences of our students. Affected employees will be offered a complete or partial reassignment during the time of distance learning for any of the following duties:

Reassignments for Positions in Operations

Employees currently in **operational positions** may be reassigned to complete any of these tasks or duties:

Building and Campus Beautification:

- Clean and disinfect classrooms and high-touch surfaces around campus
- Clean Maintenance yard
- Organize Grounds garage
- Clean out District Office warehouse/inventory items for delivery
- Inventory desks and other equipment coming into the warehouse or preparing for delivery
- Organize freezers
- Clean central kitchens and cafeterias
- Organize and clean out empty or other rooms across campus
- Paint interior and/or exterior of buildings
- Paint curbs and parking lots
- Scrape off gum/power washing concrete
- Wash windows
- Pick up trash/general clean up
- Restripe blacktop and cleaning up student parking lots
- Clean cobwebs
- Power wash/wash buildings and surfaces
- Clean interior and exterior lunch tables
- Clean interior HVAC grills
- Clean/wipe down common areas including walls, pictures, etc.

Grounds Beautification:

- Clean, weed
- Pull weeds/abate weeds
- Trim bushes/trees
- Plant
- Pick up trimmings
- Spray weeds
- Spread mulch or bark
- Clean playground equipment
- Fill holes in fields

Student Nutrition:

- Meal preparation and distribution

Other tasks or duties may be generated in collaboration between Association and any of the directors in grounds/maintenance, student nutrition, transportation, technology/enrollment, or construction.

Reassignments for Site or Office-based Positions

Employees currently in **site or office-based positions** may be reassigned to complete any of these tasks or duties:

Student and Family Engagement

- Attend, prepare, or receive training related to:
 - General Safety
 - COVID-19
 - Mental Health Awareness
 - Suicide Prevention
 - Social-emotional learning (how to lead Community Circles and other student engagement lessons)
- Call families (both in English and Spanish) for lunch, transportation, community resources, follow up for attendance/engagement, new information, technology, etc
- Conduct home visits (always two employees together - preferably with fluency in both English and Spanish): confirming home address, offering community resources, checking in for lack of attendance/engagement, delivering food or other items
- Hold Zoom (or other platform) meetings with students for community building, exercise/games, checking in (community circles) for students identified needing additional social-emotional support (lists identified and schedule created by site principal or designee)
- Tutor individual or small groups of students in reading or math for students identified needing additional academic support (lists identified and schedule created by site principal or designee)
- Assist reading intervention teacher with reading groups and/or with reading assessments
- Assist and support assigned teacher with breakout groups during instructional block of time
- Supervise students during homework/tutorial time/enrichment time

General Office and/or Organizational Duties

- Organize and clean individual Cumulative Student Files
- Purge Inactive Cumulative Student Files
- Inventory and organize supply rooms
- Inventory and assist with distribution of textbooks or Chromebooks Organize book rooms and libraries
- Prep for Williams Audit
- Others tasks or duties that may be generated in collaboration between site or department leadership and Association members.
- Spanish translation support for parent engagement meetings

Reassignment for Site-based Positions

Employees currently in **site-based positions** may be reassigned to complete any of these tasks or duties:

Childcare or Daycare Program Operated by Community Partner in a District building

- Attend training on safe protocols for school-aged child supervision
- Attend other trainings related to childcare practices
- Attend trainings, as relevant, for supervising students in small cohorts of 10-12
- Assist students, as needed, with general guidance on logging into their distance learning
- Assist students, as needed, with general school work
- Engage in approved playtime activities, under the direction of the Childcare Supervisor or Director

The Association also agrees that all affected employees identified will have the following options:

- Express preference between:
 - Duties typically associated with general building maintenance OR duties typically associated with general grounds maintenance (employees in operations positions)
 - Duties typically associated with family/student engagement and general office duties OR duties typically associated with childcare and child supervision (employees in site or office-based positions)

Once the reassignment of duties are offered, employees will select one of the following:

- Accept reassignment of duties (maintaining same rate of pay as current position and same or similar number of hours - start and end times of actual reassigned shift may be different)
- Request a Leave of Absence
- Resign/retire

The District and the Association agree that reassigned employees will continue to be evaluated per the collective bargaining agreement timelines. However, any employee who receives "needs improvement" in Job Performance Standards 1 or 2 (*Knowledge and application of essential job skills; Quantity, quality and timeliness of work performed*) while performing their reassigned duties shall not have an overall negative evaluation. However, if an employee has deficiencies in any Job Performance Standards in 3-7 (*Acceptance of supervisory direction; Interpersonal skills, conflict resolution, customer service, and communication; Initiative and problem solving skills; Compliance with policies and procedures including safety and security; Attendance and punctuality*), the employee may be placed on an improvement plan or other corrective measures as identified in the collective bargaining agreement.

If an affected employee chooses to resign or take an unpaid leave, the District agrees to not actively contest the employee's filing for unemployment benefits. However, the District will fully comply with all requests for information from the Employment Development Department (EDD) or from Santa Clara County Office of Education (SCCOE).

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

Morgan Hill Classified Employees Association:

Danielle L Nunes

Danielle L Nunes (Jul 28, 2020 17:16 PDT)

Danielle Nunes, MHCEA President

Jul 28, 2020

Date

Morgan Hill Unified School District:

Fawn Myers

Fawn Myers, Assistant Superintendent of Human Resources

7/28/2020
Date