

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**MADERA UNIFIED SCHOOL DISTRICT**

**and**

**MADERA UNIFIED TEACHERS ASSOCIATION**

**July 1, 2014 – June 30, 2016**

**MADERA UNIFIED SCHOOL DISTRICT  
OFFICE OF HUMAN RESOURCES**

*Revised 02.17.15*

<p><b>MUSD BOARD APPROVED: October 28, 2014 MOTION NO. 64-2014/2015 DOCUMENT NO. 135-2014/2015</b></p>
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# TABLE OF CONTENTS

ARTICLE	PAGE
I	AGREEMENT..... 1
II	RECOGNITION..... 1
III	DEFINITIONS..... 1
IV	NEGOTIATION PROCEDURES..... 2
V	DISTRICT RIGHTS ..... 3
VI	ASSOCIATION RIGHTS..... 4
VII	MAINTENANCE OF BENEFITS ..... 6
VIII	GRIEVANCE PROCEDURES ..... 6
IX	PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS..... 10
X	TEACHING HOURS AND EXTRA CURRICULAR DUTIES..... 11
XI	LEAVES:
	Sick Leave..... 14
	Personal Leave ..... 15
	Personal Necessity..... 16
	Bereavement Leave ..... 18
	Parental Leave ..... 19
	Professional Leave..... 20
	Judicial and Official Appearance Leave ..... 21
	Sabbatical Leave..... 22
	Pregnancy-Disability..... 23
	Catastrophic Illness ..... 24
	Industrial Accident & Illness Leave ..... 25
XII	CLASS SIZE..... 26
XIII	TRANSFERS, REASSIGNMENTS, & VACANCIES ..... 26
XIV	EVALUATION PROCEDURES..... 31
XV	PUBLIC CHARGES..... 38
XVI	PERSONNEL FILES ..... 39
XVII	TRAVEL ..... 39
XVIII	MISCELLANEOUS PROVISIONS ..... 40
XIX	SAVINGS ..... 40
XX	SAFETY ..... 41

XXI	SALARY & FRINGE BENEFITS:	
	Class & Station Criteria .....	41
	Salary .....	42
	Health & Welfare Benefits.....	43
	Early Retirement Medical Insurance Coverage .....	44
	Early Retirement Bonus .....	45
XXII	WAIVERS.....	45

ADDENDA:

	Contract Ratification & Governing Board Approval .....	A
	Certificated Salary Schedule 2014/2015.....	B1
	Certificated Salary Schedule 2015/2016.....	B2
	Extra Duty Factors.....	C
	Department Chairpersons/Coaches Factors .....	D
	Special Services Personnel Salary Factors .....	E
	Peer Assistance & Review Program .....	F
	Teacher Goals Initial Conference Agreement .....	G
	Pre Formal Observation Plan .....	H
	Lesson Observation Form .....	I
	Teacher Evaluation Instrument.....	J
	District Academic Coach Evaluation Instrument .....	JD
	Ed Tech Coach/TSA Evaluation Instrument.....	JE
	Primary Literacy Site Specialist Evaluation Instrument .....	JP
	Site Academic Coach Evaluation Instrument .....	JS
	Teacher Evaluation Guidelines .....	K
	School Counselor Evaluation Instrument.....	L
	School Nurse Evaluation Instrument.....	M
	Annual Declaration Regarding Continuing Early Retirement Eligibility .....	O
	Level One Grievance.....	Q
	Level Two Grievance.....	R

## **ARTICLE I AGREEMENT**

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Madera Unified School District ("District") and Madera Unified Teachers Association ("Association"), California Teachers Association, and the National Education Association, an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 to 3549 of the Government Code E.E.R.A Act herein after referred to as "The Act".
- 1.3 Sexual harassment and child abuse complaints shall be excluded from this agreement.
- 1.4 This Agreement shall remain in full force and effect up to and including June 30, 2016.

## **ARTICLE II RECOGNITION**

- 2.1 The District confirms its recognition of the Association as the exclusive representative for that unit of unit members as determined by the Representation Election conducted by the Educational Employment Relations Board on November 18, 1976, and Independent Study Certificated Employees, and Regional Occupational Certificated Employees.

District substitutes and certificated persons employed by other agencies and assigned within the District are not included in the bargaining unit.

## **ARTICLE III DEFINITIONS**

- 3.1 "Unit member" means any employee under contract to the "District", including part-time and temporary, who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.2 "Negotiable Items" shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment.  
"Terms and Conditions of Employment" mean health and welfare benefits as defined by Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for evaluation of unit members, organizational security pursuant to Section 3548.5, 3548.6, 3548.7, and 3548.8 of the Act.

- 3.3 "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement pursuant to Section 3540.1, paragraph (h) of the Act (see Article1.2).
- 3.4 "Association" means the Madera Unified Teachers Association/CTA/NEA.
- 3.5 "Work Day" means a day when the District Office conducts business.
- 3.6 "School Day" means the students' instructional day.
- 3.7 "Duty Day" means a contract day when unit members are in paid status.
- 3.8 "Classroom Teacher" means any employee who spends the majority of the duty day in public instruction.
- 3.9 "Emergency" means any emergency declared by federal, state, or local authorities outside the District, or calamity (fire, earthquake, flood, etc.) or unusual situation affecting the health and safety of students and staff or situations of a similar and highly unusual nature.
- 3.10 "Immediate Family" means mother, father, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, spouse, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, aunt, uncle, step children, or step parent of the unit member or of the unit member's spouse.
- 3.11 "Differential pay" means the regular salary less substitute pay.
- 3.12 "Transfer" means any movement of a unit member from one work site to another.
- 3.13 "Vacancy" means a position of employment requiring credentialed personnel when that opening is approved by the District Human Resources Department.

## **ARTICLE IV NEGOTIATION PROCEDURES**

- 4.1 Not later than the end of the school year in which this Agreement expires, the Association shall present their initial proposal to the Chief Human Resource Officer. Upon completion of the public notice procedures, the parties will meet within ten (10) workdays and begin negotiations of a subsequent contract. Any agreement reached shall be reduced to writing and signed by both parties, if so requested.
  - 4.1.1 This timeline may be altered by mutual consent of both parties.
- 4.2 Either party may utilize the service of outside consultants at its own expense, provided the other party is given five (5) workdays notice.

- 4.3 The District and Association may discharge their respective duties required by this Agreement by means of authorized officers, individual representatives, or committees.
- 4.4 Negotiations shall take place at times and places agreeable to the parties.
- 4.5 The District and Association shall each designate up to (6) representatives, not including a recorder and outside representation for purposes of official meetings and negotiating sessions, and shall notify each other of the bargaining team membership. No official meetings between the parties shall be held unless a majority of each group of representatives is present. MUTA shall reimburse the District for excess substitute cost when the number of MUTA negotiators requiring substitutes exceeds five (5).
- 4.6 Negotiating sessions shall normally be held on workdays except during the last week of any grading period at which time no release time shall be granted.
- 4.7 It is understood that full day substitutes will be hired on days of negotiations.
- 4.8 Release time will be used only for negotiations or activities directly related to the duties of a classroom teacher.
- 4.9 MUTA and the District are responsible for their own minutes. If the interest based negotiation process is used, then joint minutes shall be taken in accordance with procedures agreed upon by the parties.
- 4.9.1 Said minutes shall be the official record of negotiations for both the Association and the District.
- 4.9.2 Should the Association believe a discrepancy exists in the minutes, MUTA's Chief Negotiator and the Chief Human Resource Officer will meet within ten (10) days to clarify the discrepancy.

## **ARTICLE V DISTRICT RIGHTS**

- 5.1 It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of the law. Included but not limited to, the exclusive right to:
- Determine its organization;
  - Direct the work of its unit members;
  - Determine the time and hours of operation;
  - Determine the kinds and levels of service provided, and methods and means of providing them;
  - Establish its educational policies, goals and objectives;
  - Insure the rights and educational opportunities of students;
  - Determine the staffing patterns;

- Determine the number and kinds of personnel required;
- Maintain the efficiency of District operations;
- Determine the curriculum;
- Build, move or modify facilities;
- Establish budget procedures and determine budgetary allocation;
- Determine the methods of raising revenue;
- Contract out work;
- Take any action on any matter in event of an emergency.

In addition, the District retains the right to hire, classify, assign, evaluate, transfer, promote, terminate, and discipline, including suspension for cause. Suspension of a unit member shall not exceed five days per year and shall be only for cause. Prior to suspension, the District shall provide notice to the unit member and a reasonable opportunity to improve, unless the District determines that the employee's conduct was serious in nature to warrant suspension without prior notice. Suspension under this paragraph shall not be a precondition for initiating discipline under the Education Code.

- 5.2** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law, and all specific and express terms of this Agreement.

## **ARTICLE VI ASSOCIATION RIGHTS**

- 6.1** The District and Association recognize the rights of unit members to form, join, and participate in lawful activities of unit member organizations.
- 6.2** The District and the Association shall not inquire into, nor predicate any adverse action upon a unit member's personal, political and organizational activities or preferences which are not in conflict with any statute or interfere with the unit member's job performance.
- 6.3** The Association and its members shall have the right to make use of district equipment, buildings, and facilities at reasonable times outside the regular duty day when not being used for school business and with the permission of the appropriate site administrator.

All materials used in the operation of the equipment shall be provided by the Association. All use of equipment, building, and facilities shall be supervised by elected or appointed officers of the Association who will be responsible for proper use and care of the equipment. The Association shall be responsible for loss of or damage to such equipment, buildings and facilities.

- 6.4** The Association may use the District mail service and the unit member mailboxes for communicating with unit members. The Association mail will be addressed to the school "rep" and the "rep" will distribute the mail to individual members. All items distributed shall be clearly identified as to the name of the organization and the name of a responsible officer. The Chief Human Resource Officer and the Superintendent shall receive a courtesy copy of each communication.
- 6.5** The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards assigned to the local Association, at least one of which shall be provided in each school.
- 6.6** Authorized representatives of the Association, at the request of the Association, shall be permitted to transact official business on school property at reasonable times when unit members are not meeting with students or performing assigned district responsibilities.
- 6.7** Business representatives of the Association, at the request of unit members, may be permitted to transact official business on school property at the duty free lunch period and/or after the normal duty day. The following procedure shall be followed when using this section:
- The Association and the site administrator shall agree upon the time and location of the meeting.
  - The site administrator shall provide an area or room to conduct the meeting.
  - The unit member(s) will be notified in writing by the Association as to the date and time of the meeting.
  - The unit member(s) may attend the meeting.
- 6.8** The Association representatives shall receive reasonable release time for negotiations and grievance processing without loss of compensation.
- In addition, the Association may receive, at Association expense, ten (10) days of release time per year for the purpose of participation in activities directly concerned with the Association fulfilling its obligation as the Exclusive Representative.
- 6.9** The District shall, upon written request, furnish the President of the Association with one (1) copy of any public document.
- 6.10** On or before October 15<sup>th</sup>, the District shall, upon written request, furnish the President of the Association with:
- Existing non-confidential personnel data for the purpose of developing a scattergram.
- 6.11** The District will forward a Board packet of all public board meetings minus confidential items to the President of the Association.

- 6.12** The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks to the extent such matters are within the discretion of public school employees under the law.
- 6.13** Association faculty representatives and executive Board members will be released from their schools to attend Association Representative Council meetings on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of the month at 3:30 p.m. or after their last class is excused, whichever is later.
- 6.13.1** The Association President will provide the District with a calendar of Association meetings at the beginning of the new school year.
- 6.14** The District agrees to provide the option to the Association of releasing the Association President full time at the expense of the Association. The Association shall reimburse the District the actual cost of the President's salary and health and welfare benefits. Payment to the District shall be made in January and July of each year.

## **ARTICLE VII MAINTENANCE OF BENEFITS**

- 7.1** Unless otherwise provided for in this Agreement, the District shall not unilaterally reduce or eliminate any of the following benefits during the term of this Agreement except as may be required by law:
- 7.1.1** Specifications for insurance coverage of unit members.
  - 7.1.2** Specifications for tax sheltered annuities.
  - 7.1.3** Professional dues and related insurances.
  - 7.1.4** Mandatory provisions of the legislature included in this Agreement which are made permissive during the term of this Agreement.
  - 7.1.5** Provisions to tax shelters, insurance and cost under the Internal Revenue Code Section 125.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

- 8.1 GRIEVANCE**  
A grievance is a claim made by a unit member(s), or the Association where appropriate, that there has been a violation, misapplication, or a misinterpretation of the specific provisions of this Agreement that adversely affects the grievant.
- 8.2 GRIEVANT**  
A grievant is a unit member(s) covered by this Agreement or the Association.

**8.3 PURPOSE**

The purpose of this procedure is to secure at the lowest possible administrative level solutions to problems which may arise over alleged violations, misinterpretations, or misapplications of articles of this Agreement.

**8.4 INFORMATION APPLICATION**

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any of the administration and to have the grievance adjusted without intervention by the Association.

**8.5 TIME LIMITS**

Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums. Every effort should be made to expedite the process. Time limits may, however, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if being left unresolved until the beginning of the following school year could result in harm to the grievant or the District, the time limits set forth herein may be reduced if the number of grievances and work level of the participants permits, so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

**8.6 PROCEDURE**

**8.6.1 Level One: Discussion with Supervisor**

**8.6.1.1** A grievant will first discuss the grievance with the appropriate principal or immediate supervisor, using the Level One Grievance Form **[Addendum Q]**. This discussion must be held within ten (10) workdays of the alleged violation, misinterpretation, or misapplication of an article of this Agreement. If this deadline is not met, the matter is not subject to the grievance procedure, unless the deadline has been extended by mutual consent of both parties (in writing).

**8.6.1.2** The supervisor has ten (10) workdays in which to respond to grievant.

**8.6.2 Level Two: Written Grievance to the Chief Human Resource Officer**

**8.6.2.1** If the grievant is not satisfied with the response or the response time has expired, a grievant shall submit in writing the Level Two Grievance **[Addendum R]** to the Chief Human Resource Officer within ten (10) work days after the date the response is due from the Supervisor at

Level One. The unit member shall file the grievance in writing simultaneously with the President of the local Association and the Chief Human Resource Officer.

**8.6.2.2** The Chief Human Resource Officer has ten (10) workdays to respond in writing to the grievant.

**8.6.3 Level Three: Written Grievance to the Governing Board of Education**

**8.6.3.1** If the grievant is not satisfied with the response or the response time has expired, the grievant shall submit the written grievance to the Superintendent within ten (10) work days after the date the response is due from the Chief Human Resource Officer in Level Two.

**8.6.3.2** The Board has thirty (30) calendar days within which to provide the grievant an opportunity to meet with the Board in executive session for the purpose of resolving the grievance.

**8.6.3.3** The entire contents of this Agreement are subject to Level IV resolution.

**8.6.4 Level Four: Arbitration**

If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no written decision has been rendered within ten (10) work days after the unit member has met with the District, the unit member may submit in writing a request for arbitration of the grievance within thirty (30) calendar days after the date the response is due from the Board.

**8.6.4.1** The District and the grievant may mutually agree on an arbitrator from a mutually approved list of persons experienced in hearing grievances. If both parties are unable to agree on an arbitrator, the grievant and the District shall request the State Conciliation Service to provide a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator.

**8.6.4.2** The arbitrator shall, after determining the arbitrability of the grievance, conduct a hearing to consider evidence and arguments pertaining to the grievance(s) and submit a solution. If the parties to the grievance cannot agree on such submission, the arbitrator shall submit a final determination of the grievance in writing to both parties. Such findings shall be final and binding on both parties. Nothing shall preclude the parties from mutually agreeing to shorten or extend any time lines within this level. Such mutual exceptions shall be in writing. Costs for arbitration,

including but not limited to arbitrator's fees and expenses, pre-hearing, filing fee, hearing room, transcript and post-hearing shall be borne equally by the District and the Association.

**8.7 REPRISALS**

No reprisals of any kind will be taken by either party against any grievant, any party directly involved, the District, any member of the local Association, or any other participant in the grievance procedure by reason of such participation.

**8.8 REPRESENTATION**

A grievant shall be present at all stages of the grievance procedure. At his/her option, he/she may be accompanied and aided by a representative selected by the Association.

**8.9 MISCELLANEOUS**

**8.9.1** If a grievance arises from action of or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant may submit such grievance in writing to the next higher administrator and the processing of such grievance will commence at that point.

**8.9.2** Decisions rendered at Level Two of the grievance procedure will be in writing, setting forth the decision and will be transmitted promptly to all parties directly involved.

**8.9.3** Time limits for appeal provided at each level shall begin the day following receipt of the written decision.

**8.9.4** Unit members required to be at grievance proceedings will be released as per Article VI, paragraph 6.8. If time provided in said article is expended, grievance proceedings will be held at times when participants are not working directly with students or engaged in other district responsibilities.

**8.9.5** All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

**8.9.6** Action to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures, must be undertaken under separate legal processes.

**8.9.7** Other matters for which a specific method of review is provided by law, by the rules and regulations of the Governing Board of Education, or by the Administrative regulations and procedures of this District are not within the scope of this procedure.

## **ARTICLE IX PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

**9.1** Any unit member who is a member of the Madera Unified Teachers Association/ CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of Association dues, initiation fees and general assessments to be paid to the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member each month for ten (10) months. Deduction for teachers who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

**9.2** Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to Association dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of Association dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 9.1 of this Article. In the event that a unit member shall not pay such fee directly to the Association or authorize payment through payroll deductions as provided in paragraph 9.1, the Association shall so inform the District and the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in the same manner as set forth in section 9.1 of this article. There shall be no charge to the Association for such mandatory agency fee deductions.

### **9.3 EXCEPTIONS**

**9.3.1** Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support MUTA/CTA/NEA as a condition of employment, except that such unit member shall pay, in lieu of service fee, sums equal to such service fee to a non-religious, non-labor organization agreed to by the Association and the District, charitable funds exempt from taxation under section 501 (c) (3) of Title 16 of the Internal Revenue Code. Unit members may select one or more of the following charities:

- American Cancer Society
- Foundation to Assist California Teachers (CTA)
- Martin Luther King Scholarship (CTA)
- United Way
- Valley Public Television (Channel 18)
- Nancy Hinds Hospice

Such payments shall be made on or before August 31<sup>st</sup> of each school year.

**9.3.2** Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to paragraph 9.3.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraphs 9.1 and 9.2 of this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before August 31<sup>st</sup> of each school year. The Association shall have the right of inspection in order to review said proof of payment.

**9.3.3** Any unit member making payments as set forth in paragraphs 9.3.1 and 9.3.2 above, and who requests that the grievance or arbitration provisions of this agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

**9.4** With respect to all sums deducted by the District pursuant to paragraphs 9.1 and 9.2 above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.

**9.5** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

**9.6** The Association shall indemnify and hold the District harmless from any court or administrative action relating to compliance with this article in accordance with Government Code section 3546 (e).

## **ARTICLE X**

### **TEACHING HOURS AND EXTRA CURRICULAR DUTIES**

**10.1** The normal duty day shall consist of four hundred and fifty (450) minutes or seven and one half (7.5) hours, which provides for both instructional time when pupils are in the classroom for regularly scheduled classes and/or non-instructional time. Non-instructional time may include the following:

**10.1.1** Time before and after the instructional day to be used for preparation, supervision, and meetings called or assigned by the District.

**10.1.1.1** Assigned pupil supervision, which shall be distributed in a reasonably equitable manner among unit members at the site throughout the school year.

- 10.1.2** A minimum of thirty (30) minutes duty free lunch.
- 10.1.3** Within the normal duty day, teachers for grades 7-12 in departmentalized programs shall have five (5) assigned periods of instruction and one (1) unassigned period set aside for preparation and planning. Normally this would be five (5) periods of instruction and one (1) preparation period assigned consecutively. Exceptions to the six (6) consecutively assigned periods shall not occur without the written consent of the unit member(s). Preparation periods shall not normally be utilized for supervision or instruction of regularly assigned classes.
- 10.1.4** The District shall allocate an annual amount up to \$250,000 toward preparation and planning at fourth through sixth grades and seventh and eighth grades in non-departmentalized programs. Any unused amount will revert to the district's general fund ending balance. This shall be a year-to-year program with individual schools evaluating and implementing the program for individual site needs.
- 10.1.5** One "minimum day" per month will be completely dedicated to grade level/department Professional Learning Community meetings, directed solely by the grade level/department classroom teachers. Each grade level/department classroom group shall turn in a meeting agenda to site administration prior to the meeting.
- 10.1.6** One of the three institute days prior to the first day of school will be for individual teachers to use at their discretion for on-site classroom preparation.
- 10.2** Modification of the normal duty day may occur within the following limitations:
  - 10.2.1** A condition of emergency exists.
  - 10.2.2** Current Inclement weather conditions requiring students to be supervised indoors during recess and in the morning before instruction begins. Procedures for deeming "current inclement weather" will be consistent throughout the district.
  - 10.2.3** Assigned pupil supervision which places students on school premises earlier or later than the normal duty day. In the event that such scheduling requires teachers to report in early or remain beyond the normal duty day, an equal amount of release time shall be provided to the unit member by the site administrator at a mutually agreeable time. Such time shall be taken within twenty (20) working days of the early or late reporting time and is non-accumulative beyond that time.

Schools, which rotate such duties other than on a once-a-week basis, shall provide comparable release time over an extended

period in a manner mutually agreed upon by the principal and unit member(s) involved.

**10.2.4** Meetings convened by the District for in-service training, faculty meetings, grade level meetings, or any other meetings directly concerned with program development, implementation, evaluation, or administration which cannot be held within the time of the normal duty day and may require an extension of the regular duty sign-in and departure time.

**10.2.5** Unit members required to attend District/site in-service training, faculty, and grade level meetings outside of their regular contracted day shall be given whenever possible, at least one month prior notice and compensated at the prevailing hourly rate under section 22.2.4, unless a different rate is provided by a state or federal sponsored training program. Only teachers required under state and/or federal programs to attend state sponsored training shall be compensated at the rate provided by the state.

**10.3** Extra-curricular duties are duties required by the District, not specifically listed above, and are not assignments involving compensation duties listed in Article XXI. Such duties shall include the following:

**10.3.1** Parent conferences

**10.3.2** Field trips

**10.3.3** After school supervision of students at dances and school sponsored events

**10.3.4** After-school supervision of students at dances and/or other school-sponsored events. Such supervision duties shall be reasonably distributed among unit members.

**10.4** When making such assignments, the principal shall consider the unit member's individual problems concerning other extracurricular duties, such as those involving weekends or overnight field trips.

**10.5** Unit members who are required by a specific request of administration to substitute during their preparation period shall be compensated at the current substitute rate plus 35% for each six periods accumulated.

**10.5.1** When all students in a class at K-6 and K-8 schools have to be allocated to other classrooms because a substitute is unavailable, unit members receiving these students shall receive a pro rata share of the per diem substitute pay plus 35%.

Unit members who have an assigned prep period may be able to provide substitute services during that assigned period only. Unit members who have more than 1 (one) assigned prep period, may substitute in one (1) of those periods per day.

**10.5.2 For Counselors Only**

When absences extend to five (5) or more consecutive days, a substitute will be contacted to cover the extended absence.

## **ARTICLE XI LEAVES**

**11.1 SICK LEAVE**

**11.1.1 PURPOSE** The purpose of sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, or quarantine.

**11.1.2 ELIGIBILITY** A unit member, covered by this agreement, working five (5) days per week for a full contract year, shall be annually entitled to ten (10) days of leave of absence for the purpose of sick leave utilization.

A unit member covered by this agreement working less than a full year shall be entitled to sick leave in the same ratio that his/her employment bears to a full year employment.

**11.1.3 PROCEDURE** A unit member exercising this leave of absence provision shall notify the District of his/her need to be absent from service as soon as known, but in no event later than reasonable notice necessary to secure substitute service. The notification described herein shall also include an estimate of the expected duration of the absence. The District shall establish procedures for notification.

**11.1.4 REQUIREMENTS** A unit member becoming aware of the need for absence due to surgery or other predictable or previously scheduled cause, shall submit a statement from his/her attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of return to active service.

**11.1.5 COMPENSATION** Any unused sick leave credit may be used by the unit member for sick leave purposes without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy, shall receive differential pay for a period not to exceed five (5) months consistent with Education Code Section 44977.

**11.1.6 RETURN TO SERVICE**

**11.1.6.1** Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

<b>11.1.6.2</b>	Consecutive Days <u>Absent</u> 1-5 6-more	Written <u>Verification</u> Unit Member Licensed Physician
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**11.1.6.3** The Chief Human Resource Officer may require for any absence such evidence concerning the absence as he/she determines necessary to establish its validity.

Absent evidence to the contrary, a unit member's word shall be deemed valid excuse for this article for absences one (1) to five (5) work days. A unit member alleged to have taken an invalid sick leave shall submit the evidence in writing and an opportunity to respond to the allegation prior to any action being taken.

**11.1.6.4** A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification or detriment to the unit member's physical and emotional well being.

**11.1.6.5** A unit member shall not be allowed to return to service and shall be charged with one (1) additional day of sick leave absence if the unit member fails to notify the District Human Resources Department or the SubFinder System of intent to return to duty by 7:00 p.m. on the day before the unit member intends to return to work. If the substitute can be reassigned, the unit member may remain at school without a loss of sick leave day. Should the unit member have no accumulated sick leave, such failure to notify will result in the unit member being charged a substitute salary deduction.

**11.2 PERSONAL LEAVE**

**11.2.1 PURPOSE** A unit member may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.

**11.2.2 ELIGIBILITY** A unit member covered by this Agreement.

**11.2.3 PROCEDURE** The unit member seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the requested leave.

**11.2.3.1** For personal absence covered under this leave policy, the unit member shall submit the request described herein to the Chief Human Resource Officer for recommendation and presentation to the Governing Board of Education for

approval or denial. A unit member requesting personal leave of absence shall submit the request eight (8) work days prior to the Board meeting before leave is to begin for the Chief Human Resource Officer's consideration and presentation to the Board of Education. If the Board of Education denies the request, the unit member shall be informed when possible within twenty-four (24) hours of the board meeting in which the action was taken.

**11.2.3.2** Personal Leaves of Absence without compensation may be granted to a bargaining unit member not to exceed one year at a time, upon recommendation of the Superintendent. If recommended by the Superintendent, one additional year of leave may be granted. Upon the expiration of the second year of leave, an employee must return to duty within the Madera Unified School District or submit his/her resignation. Exceptions will be considered by the Governing Board of Education upon the recommendation of the Superintendent.

**11.2.4 REQUIREMENTS** A unit member shall not accept gainful employment while on personal leave of absence without prior written approval of the District.

**11.2.5 COMPENSATION** Any personal leave of absence that may be granted under these provisions shall be without compensation.

**11.2.5.1** A unit member on personal leave of absence shall be permitted to participate in the District insurance programs at the unit member's expense.

**11.2.6 RETURN TO SERVICE** The unit member shall be reinstated to the position and classification held prior to the leave of absence or to a position for which the employee is certificated and qualified.

**11.2.6.1** If the personal leave of absence without compensation was granted for personal health reasons, the unit member shall be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the unit member's physical well-being.

### **11.3 PERSONAL NECESSITY LEAVE**

**11.3.1 PURPOSE** Personal Necessity Leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.



the immediate supervisor of the expected duration of the absence.

- 11.3.5 REQUIREMENT** A unit member may use not more than ten (10) days per year of accumulated sick leave for purposes of approved personal necessity leave, except as provided in paragraph 11.35.1 below.

A unit member shall be allowed to use two (2) of the ten (10) days of personal necessity leave which will not require prior approval; however, if he/she uses these days, he/she will have a remainder of only eight (8) days of personal necessity leave, which if used, shall be deducted from his/her accumulated sick leave.

- 11.3.5.1** Additional days of accumulated sick leave may be requested from the Chief Human Resource Officer. In making the determination, the Chief Human Resource Officer will consider the severity of the need and the impact of the unit member's absence on the instructional program.

- 11.3.6 COMPENSATION** A unit member shall receive full compensation for not more than ten (10) days per year of approved personal necessity leave.

- 11.3.7 RETURN TO SERVICE** Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor.

- 11.3.7.1** The Chief Human Resource Officer may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

#### **11.4 BEREAVEMENT LEAVE**

- 11.4.1 PURPOSE** The purpose of bereavement leave utilization shall be for the death of a member of the immediate family (see Personal Necessity Leave Article 11.3.4.1).

- 11.4.2 ELIGIBILITY** A unit member covered by this agreement.

- 11.4.3 PROCEDURE** A unit member exercising this leave of absence provision shall notify the immediate supervisor or District as soon as possible and of the expected duration of the absence.

- 11.4.4** A unit member shall be granted up to three (3) days for bereavement purposes. If travel of 250-499 miles one way is required, one (1) additional day shall be allowed. If travel of 500 miles or more one way is required, two (2) additional days shall be allowed.

- 11.4.4.1** A request for leave under this policy for persons outside the definition of immediate family must be submitted to the Chief Human Resource Officer for approval.

**11.4.5 COMPENSATION** All of the days of absence used under the provisions of bereavement leave shall result in no loss of compensation to the employee.

**11.4.6 RETURN TO SERVICE**

**11.4.6.1** Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor.

**11.4.6.2** The Chief Human Resource Officer may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

**11.5 PARENTAL LEAVE**

**11.5.1 PURPOSE** A unit member may request a parental leave when the spouse of the employee is confined for child delivery or in the event of an infant adoption.

**11.5.2 ELIGIBILITY** Sufficient unused sick leave credit.

**11.5.3 PROCEDURE** The unit member exercising leave of absence provision shall notify the immediate supervisor of this need to be absent as soon as known, but in no event later than reasonable notice necessary to secure substitute service.

**11.5.4 REQUIREMENTS**

**11.5.4.1** Allowable leave shall be for not more than five (5) days per year. Additional days may be granted with prior district approval.

**11.5.4.2** Allowable leave shall not be accumulated from year to year.

**11.5.5 COMPENSATION** Five (5) days of unused sick leave credit may be used by the unit member for parental leave purposes without loss of compensation.

**11.5.6. RETURN TO SERVICE** Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor.

## 11.6 PROFESSIONAL LEAVE

**11.6.1 PURPOSE** The purpose of professional leave utilization shall be for unit members to attend professional conferences, conventions, workshops, and educational seminars.

**11.6.2 ELIGIBILITY** A unit member covered by this Agreement.

**11.6.3 PROCEDURE** Unit members requesting leave from regular District duties for such professional activities shall, upon approval of their immediate supervisor, complete the appropriate application form and submit it to the Chief Human Resource Officer describing the activity and relating it to the education profession and/or his/her assigned duties.

**11.6.3.1** The written request must be submitted seven (7) work days prior to the last board meeting before the leave is to begin.

**11.6.3.2** Approval for professional leaves must be made by the Governing Board of Education.

### 11.6.4 REQUIREMENTS

**11.6.4.1 CLASS I LEAVES** Leaves granted to unit members to attend conferences or conventions which a unit member elects to attend or to which he/she is sent by the District, for the purpose of acquiring new knowledge and skills having a direct relationship to his/her assignment in the District.

**11.6.4.2 CLASS II LEAVES** Leaves granted to unit members to attend professional organizational meetings that are a part of the duties of an official position elected or appointed which is directly related to education. The Association's executive officers may, with the permission of the President of the Association, use professional leaves by submitting the request to the Chief Human Resource Officer for his/her tentative approval or denial.

**11.6.4.3 CLASS III LEAVES** Leaves granted to unit members to attend conferences or conventions not directly related to education but closely related to the role a unit member must maintain in the community as an active citizen.

### 11.6.5 COMPENSATION

**11.6.5.1 CLASS I LEAVES** Full salary credit will be allowed and expenses for meals, lodging, and mileage, will be paid by the District upon filing of a District expense form.

**11.6.5.2 CLASS II LEAVES** Full salary credit will be allowed and a substitute hired but no additional expenses will be paid by the District.

**11.6.5.3 CLASS III LEAVES** The cost of the substitute will be deducted from the unit member's regular pay and no expense will be paid by the District.

#### **11.6.6 RETURN TO SERVICE**

**11.6.6.1** Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor.

**11.6.6.2** The Chief Human Resource Officer may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

#### **11.7 JUDICIAL AND OFFICIAL APPEARANCE LEAVE**

**11.7.1 PURPOSE** Judicial and official appearance leave may be granted for purposes of regularly called jury duty, appearance as a witness (in court) other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the actions or misconduct of the unit member.

**11.7.2 ELIGIBILITY** A unit member covered by this Agreement.

**11.7.3 PROCEDURE** The unit member seeking an official judicial appearance leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor. Such request shall be submitted as soon as possible following receipt of the official order.

#### **11.7.4 REQUIREMENTS**

**11.7.4.1** A unit member may be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.

**11.7.4.2** Unit members are to be on duty to the District during any of the days not required to be in court.

**11.7.4.3** If a unit member is released from jury duty before noon, it is the person's obligation to report back to work immediately.

#### **11.7.5 COMPENSATION**

**11.7.5.1** Any compensation checks received (except mileage allowance if requested) must be endorsed over to the School District, or the remuneration received shall be subtracted from the unit member's regular pay for that period of time.

#### **11.7.6 RETURN TO SERVICE**

**11.7.6.1** Immediately upon returning to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor.

**11.7.6.2** The Chief Human Resource Officer may require such evidence concerning the leave of absence as determined necessary to establish its validity.

### **11.8 SABBATICAL LEAVE**

**11.8.1 PURPOSE** Any individual contract heretofore executed between the District and an individual certificated unit member shall be subject to consistency with the terms and conditions of this Agreement.

**11.8.2 ELIGIBILITY** A permanent unit member who has served not less than seven (7) consecutive years shall be eligible to apply for a sabbatical leave. At the discretion of the Governing Board, up to two percent (2%) of the eligible staff may be granted sabbatical leaves.

**11.8.3 PROCEDURE** Sabbatical leave applications (in triplicate), must be submitted for recommendation to the Chief Human Resource Officer. When the applicant's services have been satisfactory, the Chief Human Resource Officer will forward the application and recommendation to the Superintendent's Cabinet for consideration prior to November 1<sup>st</sup> or March 1<sup>st</sup> of the semester preceding that in which the leave is desired. The Governing Board of Education will have final approval.

The applicant will be notified in writing within thirty (30) days of the final filing date regarding the acceptance or rejection of his/her application. Reasons for denial shall be given to the applicant.

**11.8.4 REQUIREMENTS** Sabbatical leaves shall not be less than one (1) semester, nor more than two (2) semesters in duration.

#### **11.8.5 COMPENSATION**

**11.8.5.1** A unit member shall not accept gainful employment while on sabbatical leave without prior written approval of the District. The unit member granted leave shall be compensated by the District at the rate of fifty percent

(50%) of the salary that would have been received had active service continued.

**11.8.5.2** The unit member on sabbatical leave may be paid in the same manner as though active service continued to be to the District, upon the furnishing of a suitable bond indemnifying the District against loss should the unit member fail to satisfactorily complete the leave conditions, and render service for at least twice the length of the leave at the conclusion of the leave of absence. The bond shall be exonerated in the event the failure to render the agreed upon services is due to death, or physical or mental disability of the unit member.

#### **11.8.6 RETURN TO SERVICE**

**11.8.6.1** The unit member shall, within sixty (60) days following return to active service, submit a comprehensive report to the Chief Human Resource Officer certifying successful fulfillment of the terms and conditions under which the leave was granted.

**11.8.6.2** This comprehensive report shall include:

- Official transcripts of all completed course work
- A complete travel itinerary
- Recommendation of how the sabbatical leave results may be shared with students and staff
- A complete file of all pertinent materials either developed or collected during the leave and a recommendation for use within the District

**11.8.6.3** Failure to satisfactorily provide this report shall constitute a failure of leave condition and shall result in forfeit of all leave compensation.

**11.8.6.4** The unit member shall be reinstated to the classification and position held immediately prior to the sabbatical leave, unless the unit member and the District agree to an alternate classification.

#### **11.9 PREGNANCY/DISABILITY LEAVE**

**11.9.1 PURPOSE** Unit members may request a pregnancy-disability leave when she is required by her physician to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom.

**11.9.2 ELIGIBILITY** A unit member who has sufficient unused sick leave credit.

- 11.9.3 PROCEDURE** A unit member exercising this leave of absence provision shall notify the immediate supervisor of her need to be absent from service within a reasonable amount of time, but in no event later than reasonable notice necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.
- 11.9.4 REQUIREMENTS** A unit member becoming aware of the need for an absence due to pregnancy-disability shall submit a statement from her attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of return to active service.
- 11.9.5 COMPENSATION** Any unused sick leave credit may be used by the unit member for pregnancy/disability purposes without loss of compensation (subject to Article 11.9.4).

Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall receive differential pay (regular salary less substitute pay) for a period not to exceed five (5) months consistent with Education Code Section 44977.

#### **11.9.6 RETURN TO SERVICE**

- 11.9.6.1** Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the immediate supervisor.
- 11.9.6.2** A unit member who has experienced a pregnancy-disability leave of absence shall be required to submit, prior to returning to active duty, a medical statement indicating an ability to return to her position classification without restrictions or detriment to the unit member's physical an/or emotional well being.

#### **11.1.0 CATASTROPHIC ILLNESS**

- 11.10.1** An employee who is suffering from a catastrophic illness or injury, who has used all accumulated sick leave, may request donations of accrued sick leave credit consistent with Board Policy 4161.9. "Catastrophic illness" or "injury" leave is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off (Education Code 44043.5)

## **11.1.1 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

**11.11.1 PURPOSE** Industrial Accident and Illness leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.

**11.11.2 ELIGIBILITY** An employee covered by this Agreement.

**11.11.3 PROCEDURE** An employee who has sustained a job-related injury shall report the injury as soon as possible to the District Insurance Department. An employee shall complete the appropriate District form within three (3) days of knowledge that the illness is an alleged industrial illness. An employee claiming such leave shall be examined by a physician of the employee's choice. If the employee does not have a physician of choice, the District will designate such physician.

### **11.11.4 REQUIREMENTS**

- 11.11.4.1** Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same illness or accident.
- 11.11.4.2** Allowable leave shall not be accumulated from year to year.
- 11.11.4.3** Industrial Accident or Illness Leave shall commence on the first day of absence.
- 11.11.4.4** 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.
- 11.11.4.5** When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount to unused leave due for the same illness or injury.
- 11.11.4.6** Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board of Education authorizes travel outside the state. Employees may travel out-of-state for the purpose of receiving medical treatment.

**11.11.4.7** During any industrial paid leave of absence, the District shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions. The employee shall, in turn, endorse to the District any temporary disability indemnity checks received on account of his/her industrial accident or illness. Upon exhaustion of this industrial paid leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the employee's normal compensation.

**11.11.5 RETURN TO SERVICE**

**11.11.5.1** An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being.

**ARTICLE XII  
CLASS SIZE**

**12.1** In no event shall the class load exceed thirty-eight (38) students except during the seven (7) week adjustment period at the beginning of school, or in traditional large group instruction (i.e., physical education, competitive sports, music) without the written consent of the unit member(s).

**12.1.1** In no event shall the Grades 4-6 physical education class load exceed sixty (60) students except during the seven (7) week adjustment period at the beginning of school.

**12.1.2** In no event shall the Grades 7-12 grade physical education class load exceed sixty (60) students except during the seven (7) week adjustment period at the beginning of school.

**ARTICLE XIII  
TRANSFERS, REASSIGNMENTS, & VACANCIES**

**13.1 TRANSFERS**

**13.1.1** A transfer is defined as a change in a unit member's work site.

**13.1.2** A transfer may be unit member initiated (voluntary) or District initiated (involuntary).

- 13.1.3 The criteria when selecting unit members for voluntary or involuntary transfers shall be applied by the District in the following order:
  - 13.1.3.1 Unit member meets minimum certification for the position
  - 13.1.3.2 Training, skills and experience as it relates to this position overall school/district program needs, including extra-curricular and co-curricular needs.
  - 13.1.3.3 If the above factors are equal, District seniority shall be the determining factor. Notwithstanding, this section in cases involving voluntary transfer, a principal at a school ranked in deciles 1-3 on the Academic performance Index has a right to refuse the transfer.
  
- 13.1.4 **VOLUNTARY TRANSFERS (UNIT MEMBER INITIATED)**
  - 13.1.4.1 Unit members may request a voluntary transfer for the following school year not later than March 1 of the prior school year on the District form submitted to the Human Resources Department. No voluntary transfers shall be considered after August 1 of each school year. Any opening occurring after August 1 shall be treated as a mid-year opening in accordance with section 13.3.1.5.
  - 13.1.4.2 The unit member making the request shall file with the Human Resources Department a "Request to Transfer" form before the deadline for applications for the vacancy.
  - 13.1.4.3 A unit member may request that an application be treated as confidentially as is practical.
  
- 13.1.5 **INVOLUNTARY TRANSFER (DISTRICT INITIATED):**
  - 13.1.5.1 The District may find it necessary to make an involuntary transfer. The reasons generally include:
    - 13.1.5.1.1 Fluctuation in enrollment
    - 13.1.5.1.2 Instructional program and staffing needs
    - 13.1.5.1.3 Resolving a legal dispute or by court order
    - 13.1.5.1.4 Specific program reduction
  - 13.1.5.2 The selection of the unit member to be involuntarily transferred shall be based upon the criteria in Article 13.1.3 and shall not be undertaken exclusively for disciplinary reasons.
  - 13.1.5.3 A unit member to be involuntarily transferred shall be given notice of the pending transfer as soon as administratively possible but not less than ten (10) work days prior to the effective date of transfer. If the involuntary transfer is necessary because of unanticipated enrollment fluctuation

and occurs within ten (10) work days after the semester has begun, the ten (10) day notification requirement may be waived.

**13.1.5.3.1** Unit members who are involuntarily transferred while their current assignment is in session will be provided up to three days release time for the purpose of onsite curriculum preparation and relocation of materials to the new assignment. The number of release days will be determined by mutual agreement between the unit member and site administrator.

**13.1.5.4** When determined appropriate by the District, it shall seek volunteers prior to making an involuntary transfer.

**13.1.5.4.1** A unit member who has been involuntarily transferred shall not be subject to such transfer again for one (1) year following completion of the first involuntary transfer year, except in cases of emergency.

**13.1.5.5** Unit members who are involuntarily transferred as a result of school closure and/or site staff reduction, in consultation with MUTA, shall be placed in available vacancies as determined by the District prior to posting vacancies for voluntary transfer.

## **13.2 REASSIGNMENTS**

**13.2.1** A reassignment is defined as a change in department assignment 7 through 12, a change in job title, or a change in grade level pre-K through 8<sup>th</sup> grade at the same site.

**13.2.1.1** In the event of a combination assignment, a principal will work with his/her staff to explore incentives for the assignment.

**13.2.2** Reassignment may be employee initiated (voluntary) or District initiated (involuntary).

**13.2.3** The criteria when selecting unit members for voluntary or involuntary reassignments shall be applied by the District in the following order:

**13.2.3.1** Unit member meets minimum certification for the position

**13.2.3.2** Training, skills and experience as it relates to this position and school/district program. Preferred criteria for the position shall be included in the job posting.

**13.2.3.3** If more than one (1) unit member at the same site are equally qualified based on the above criteria, District seniority shall be the determining factor

#### **13.2.4 VOLUNTARY REASSIGNMENT**

**13.2.4.1** A unit member may request of the Principal a voluntary reassignment to take effect during the school year or at the beginning of the next school year.

**13.2.4.2** Subject to 13.2.5, unit members at the affected site shall be given first opportunity to apply for openings identified by the site administrator, prior to posting vacancies under 13.3. If no applicant at the site is selected, the vacancy shall be posted in accordance with normal District procedures. The site administrator shall provide prior notice of these vacancies to unit members at that site. During the school year, the vacancy shall be posted for a minimum of three (3) work days.

#### **13.2.5 INVOLUNTARY REASSIGNMENT**

**13.2.5.1** The District may find it necessary to make an involuntary reassignment. The reasons generally include:

- 13.2.5.1.1** Fluctuation in enrollment
- 13.2.5.1.2** Instructional program and staffing needs
- 13.2.5.1.3** Resolving a legal dispute or by court order
- 13.2.5.1.4** Specific program reduction

**13.2.5.2** The selection of the unit member to be involuntarily reassigned shall be based upon the criteria in Article 13.2.3 and shall not be undertaken exclusively for disciplinary reasons.

**13.2.5.3** A unit member to be involuntarily reassigned shall be given notice of the pending reassignment as soon as administratively possible but not less than ten (10) work days prior to the effective date of the reassignment. If the involuntary reassignment is necessary because of unanticipated enrollment fluctuation and occurs during the period of time from ten (10) days before the beginning of a semester to ten (10) work days after a semester has begun, the ten (10) day notification requirement may be waived.

**13.2.5.3.1** Unit members who are reassigned while their current assignment is in session will be provided release time up to three days for the purpose of curriculum preparation and

relocation of materials to the new assignment. The number of release days will be determined by mutual agreement between the unit member and site administrator.

- 13.2.5.4** A unit member to be involuntarily reassigned shall have the right to indicate preferences from a list of vacancies within the school.
- 13.2.5.5** A unit member who has been involuntarily reassigned shall not be subject to such reassignment again for one (1) year following completion of the first involuntary reassignment year, except in cases of emergency.

### **13.3 VACANCIES**

- 13.3.1** Subject to 13.2.4.3, notices of bargaining unit vacancies shall be posted for a minimum of five (5) work days at the Human Resources Department and at each school site in session. All bargaining unit vacancies shall be announced on EdJoin or similar online job announcement site.
  - 13.3.1.1** Notices of vacancies shall include the position title, description, including preferred criteria, location, grade level or subject matter assignment, and credential(s) required.
  - 13.3.1.2** A vacancy that occurs fifteen (15) work days or less before the opening of school need not be posted.
  - 13.3.1.3** One (1) copy of all notices of vacancy shall be mailed to the President of the Association at the time of posting.
  - 13.3.1.4** A vacancy is defined as a position of employment requiring credentialed personnel when that opening is approved by the Human Resources Department.
  - 13.3.1.5** A mid-year opening filled by the District with a temporary employee shall be posted as a vacancy for the ensuing school year if the District intends to continue the position. Unit members at the affected site shall be given first opportunity to apply. If no applicant at the site is selected, the vacancy shall be posted in accordance with normal District procedures. The site administrator shall provide prior notice of these vacancies

to unit members at that site. During the school year, the vacancy shall be posted for a minimum of three (3) work days.

- 13.4 In filling either the voluntary "Request to Transfer" or the voluntary "Request for Reassignment", a unit member will be required to commit to the transfer or reassignment after acceptance of the position by the unit member.
- 13.5 In the event the applicants for a vacant position include unit members and qualified applicants from outside the district, the position will be filled based on the criteria in Article 13.1.3 and will include the additional criteria of unit member status.
- 13.6 Applicants not selected to fill a vacancy may request and receive from the District an explanation of the basis for the denial of their request.
- 13.7 No vacancy shall be filled prior to the closing date for applications as specified on the notice of said vacancy.

## **ARTICLE XIV EVALUATION PROCEDURES**

### **14.1 PURPOSE OF EVALUATION**

- 14.1.1 It is understood and agreed by the parties that their primary objective is to consistently maintain the quality of education in the District. It is further understood and agreed that this objective can be achieved by a willingness on the part of the District and the Association to assist all unit members.
- 14.1.2 Evaluations are confidential and shall be conducted according to the terms of this article.

### **14.2 CRITERIA FOR EVALUATION**

- 14.2.1 The criteria for evaluation in the District shall include the criteria on the appropriate evaluation instrument:
  - Teacher Evaluation Instrument ***[Addendum J]***
  - District Academic Coach Evaluation Instrument ***[Addendum JD]***
  - Ed Tech Coach/TSA Evaluation Instrument ***[Addendum JE]***
  - Primary Literacy Site Specialist Evaluation Instrument ***[Addendum JP]***
  - Site Academic Coach Evaluation Instrument ***[Addendum JS]***
  - School Counselor Evaluation Instrument ***[Addendum L]***
  - School Nurse Evaluation Instrument ***[Addendum M]***

### 14.3 EVALUATION TIMELINES

- 14.3.1 New unit members shall be evaluated as often as is constructive and no less than once each semester, not later than December 1<sup>st</sup> of any school year. If the evaluation rating is "needs improvement" or "unsatisfactory" a second evaluation shall be completed not later than March 1 of that year.
- 14.3.2 Probationary unit members shall be evaluated as often as is constructive and not less than once each year.
- 14.3.3 Permanent unit members shall be evaluated as often as is constructive and not less than once every two years.
- 14.3.4 All formal evaluations for new/probationary/permanent unit members shall be completed on the negotiated evaluation forms and given to the unit member at least 30 days prior to the end of the school year for the unit member being evaluated.
- 14.3.5 Any timeline addressed in the evaluation section may be extended with concurrence of both parties. Any unit member, who submits an irrevocable letter of intent to retire for that particular year, will not be evaluated by site administration.

### 14.4 PERFORMANCE OBJECTIVES

- 14.4.1 The evaluator will meet with the unit member and discuss documentation to be used during the evaluation process, including written objectives of performance and criteria of evaluation as established in the evaluation form, at least five (5) work days prior to beginning evaluation. This conference must occur no later than the eighth (8<sup>th</sup>) week of the school year in which the evaluation is to take place.
- 14.4.2 Within fifteen (15) work days of receiving the written goals from the unit member, the evaluator will conference with the unit member to review the Teacher Goals Initial Conference Agreement **[Addendum G]**.
- 14.4.3 If the unit member and evaluator agree on the written goals, the unit member and evaluator will sign **[Addendum G]**.

During the course of the evaluation period, mitigating circumstances may arise which require modification of performance goals. A review of performance goals may be requested by the unit member or the evaluator. New performance goals may be determined following the original process and taking such mitigating circumstances into consideration.

- 14.4.4 Should the unit member disagree with the performance goals, then the unit member and evaluator will agree to have the goals reviewed by one unit member and/or one administrator mutually agreed upon by

the original unit member and the evaluator. The unit member may add a statement to **[Addendum G]** if written goals cannot be modified to his/her satisfaction.

## **14.5 CLASSROOM OBSERVATIONS**

**14.5.1** Classroom observations used for formal written evaluation of unit members who are classroom teachers will be recorded on the Lesson Observation Form **[Addendum I]**. Prior to a formal classroom observation, the unit member shall complete the pre-formal observation plan **[Addendum H]** and shall conference with the evaluator.

**14.5.1.1** Informal observations may be conducted by site administration at any time. Areas of needed improvement identified by the administrator during the first semester of any given school year which could serve as a basis for an unsatisfactory evaluation shall be shared with the affected unit member in writing prior to the end of the first semester. Informal classroom visits by site administration may be part of the formal evaluation of the unit member. The member will be provided feedback on an agreed upon form by MUTA and the District within 10 days of the informal visit and will not include any forms used for data collection.

**14.5.2** The length of classroom observations will be as follows:

**14.5.2.1** For probationary unit member's classroom observations shall collectively last a minimum of either ninety (90) minutes or two (2) full periods per evaluation. One of the classroom observations must be at least thirty (30) consecutive minutes in duration.

**14.5.2.2** For permanent unit members classroom observations shall collectively last a minimum of either forty-five (45) minutes or one (1) full period per evaluation. One of the observations must be at least thirty (30) consecutive minutes in duration.

**14.5.3** No formal classroom observation shall take place during the week of parent conferences unless mutually agreed upon by the unit member and the administrator.

## **14.6 OBSERVATION CONFERENCE TIMELINES**

**14.6.1** Contents of the Lesson Observation Form will be discussed with the unit member who is a classroom teacher, within ten (10) work days after the observation. Areas of commendation and/or areas of recommendation will be noted on the Lesson Observation Form **[Addendum I]**.

**14.6.2** The unit member will sign a copy of the Lesson Observation Form and return it to the evaluator within ten (10) work days after the observation

conference. The unit member may attach a written statement to the Lesson Observation Form *[Addendum I]* if he/she feels it is inaccurate or incomplete.

## **14.7 EVALUATION GUIDELINES**

- 14.7.1** The evaluator's written review of a unit member's performance will be entered on the appropriate Evaluation Instrument *[Addenda's J, JD, JE, JP, JS, L or M]*.
- 14.7.2** Any unit member who believes he/she has received a negative evaluation shall, upon written request, be entitled to a subsequent observation, conference and written evaluation.
- 14.7.3** The evaluator and the unit member will collaborate to take affirmative action to act upon cited recommendations. Such action shall include specific recommendations for improvement, assistance in implementing such recommendations (provision of additional resources and training), use of constructive techniques to measure improvement, and implementation of a timeline to monitor improvement. Improvement and correction of deficiencies and adherence to the implementation of recommendations and established timelines will be noted in the final written evaluation.
- 14.7.4** Unit members shall not be required to prepare a written evaluation of another unit member.
- 14.7.5** Unit members shall not be required to assess their own performance. Should a unit member choose to assess his/her own performance, the unit member shall be notified before revealing the substance of such self-assessment that the content may adversely affect the unit member's job security, and that the unit member is not required to reveal such self-assessment.
- 14.7.6** The evaluator shall not base an evaluation of a unit member on any information which cannot be reasonably verified.
- 14.7.7** The unit member has ten (10) work days following the final evaluation conference to attach a written comment to the written evaluation before it is placed in his/her personnel file.
- The written comment shall be signed by the unit member and attached to the written evaluation and placed in the unit member's personnel file. The evaluator shall initial and date the response to signify that he/she has read the response.
- 14.7.8** The established grievance resolution procedure of this agreement may be utilized for processing any disputes which may arise over the evaluation procedures. In the event that a dispute is resolved in favor of the evaluatee, no record of the disputed portion(s) of the evaluation shall be

kept by the District in any file, office or place. Any such records shall be destroyed.

#### **14.8 EVALUATION OF ADDITIONAL ASSIGNMENTS**

**14.8.1** The evaluation of a unit member's performance in a compensated additional assignment shall not be included in the evaluation of the unit member's regular duty assignment.

**14.8.2** The evaluation of high school band director, middle school band director, assistant band director, pep & cheer auxiliary group sponsor, yearbook advisor, newspaper advisor, and drama advisor may, at the discretion of the evaluator, be included in the evaluation of the regular duty assignment of the unit member or may be evaluated separately.

#### **14.9 PEER ASSISTANCE AND REVIEW PROGRAM**

The Madera Unified Teachers Association and Madera Unified School District desire to establish and maintain a program, as permitted by law, to provide assistance and support to teachers employed by the District who are in need of or desire peer support in subject matter knowledge or teaching methods. This program shall hereinafter be entitled the Peer Assistance and Review Program (PAR or the Program).

##### **14.9.1 Mandatory Participation**

**14.9.1.1** A permanent classroom teacher who receives an unsatisfactory rating in his/her final evaluation in areas of subject matter knowledge or teaching methods shall be evaluated in the succeeding year and shall participate in the District's Peer Assistance and Review (PAR) Program designed to improve the unsatisfactory performance. The PAR Program structure is contained in *[Addendum F]*.

**14.9.1.2** The teacher's evaluator shall send a copy of the unsatisfactory evaluation to the PAR Panel, described in *[Addendum F]*.

**14.9.1.3** On or before July 15, the Participating Teacher shall select a Consulting Teacher, from a limited list provided by the PAR Panel, described in *[Addendum F]*, to review the specific teaching/instructional areas identified as unsatisfactory in the final evaluation.

**14.9.1.4** On or before the 4<sup>th</sup> week of the Participating Teacher's school year, the Consulting Teacher shall meet with the Participating Teacher and his/her evaluator to discuss the specific teaching/instructional areas identified as unsatisfactory and an assistance plan shall be developed between the Consulting Teacher and the Participating Teacher in consultation with the Participating Teacher's evaluator.

- 14.9.1.4.1** The assistance plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement and a monitoring schedule. The assistance plan shall include, but not be limited to, specific training activities and classroom observation in the teaching/instructional areas identified as unsatisfactory in the final evaluation.
- 14.9.1.4.2** During the assistance plan period, the Consulting Teacher shall conduct multiple classroom visitations of at least thirty (30) minutes duration, and shall have both pre-observation and post-observation conferences. The Consulting Teacher shall submit written interim reports to the referred Participating Teacher for discussion and review and to the PAR Panel, as deemed necessary by the Panel, on the status of the participating teacher's progress in the PAR program.
- 14.9.1.4.3** During the assistance plan period the Consulting Teacher and the Participating Teacher's evaluator shall maintain a cooperative relationship and consult with each other on the Peer Assistance and Review process and the participating teacher's progress towards meeting the objectives stated in the assistance plan.
- 14.9.1.5** On or before April 1, the Consulting Teacher shall complete a final report of the unit member's participation in the assistance plan. The review shall identify the areas needing improvement; the assistance provided the unit member and assessment of the results of the assistance, including a statement whether the member has satisfactorily achieved the objectives of the assistance plan. The Consulting Teacher shall provide the final assistance plan report to the PAR Panel, Participating Teacher, and Evaluator. The participating teacher shall have the right to attach a written explanation and/or rebuttal to the report.
- 14.9.1.6** On or before the first regular Board meeting in April, the PAR Panel shall submit to the Governing Board the names of Participating Teachers who were unable to demonstrate satisfactory improvement in the PAR Program.

- 14.9.1.7** The final assistance plan report and related documentation prepared by the Consulting Teacher along with the Participating Teacher's written response, if any, shall be placed in the Participating Teacher's personnel file and considered by the Evaluator in completing the Participating Teacher's final evaluation and in subsequent personnel decisions affecting the Participating Teacher.

## **14.9.2 Voluntary Participation**

- 14.9.2.1** A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer PT may terminate his/her participation in the PAR Program at any time.

- 14.9.2.1.1** The PAR Panel shall have discretion to accept the Volunteer Participating Teacher in a PAR Program based on consensus approval of all PAR Panel members. The accepted Volunteer Participating Teacher shall select his/her Consulting Teacher from a list of all available Consulting Teachers.

- 14.9.2.1.2** All communications between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and shall not be shared with administrators, including the Participating Teacher's evaluator or the PAR Panel, without the written consent of the volunteer.

## **14.9.3 Appeal Process**

A unit member shall not have access to the grievance process in this Agreement to challenge the contents of any reports, evaluation or decision of the PAR Panel or Consulting Teacher.

- 14.9.3.1** A unit member may challenge the procedure used in administering the Program by filing a complaint with the PAR Panel. The PAR Panel shall consider the complaint and provide a response to the unit member.

- 14.9.3.2** In the event the unit member is dissatisfied with the response of the PAR Panel, the unit member may appeal alleged violations of the PAR procedures contained under sections 14.9.1 and 14.9.2 above beginning at level two of the grievance procedure. Such appeal shall be made only when error(s) are substantial enough to have adversely

affected the progress of the Participating Teacher toward meeting the objectives stated in the assistance plan.

- 14.9.3.3** Should it be determined at any level in this procedure that the complaint is valid, the District as detailed in 14.7.8 above shall keep no record of the Consulting Teacher's report.

## **ARTICLE XV PUBLIC CHARGES**

- 15.1** Except as provided in Article 15.3 below, no negative and/or unsatisfactory evaluation or disciplinary action shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator or District administration from students, parents, and/or citizens, unless the following procedures have been followed:
- 15.1.1** Any student, parent, or citizen complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint within five (5) work days of receipt if the complaint may be used against the unit member.
  - 15.1.2** Should the involved unit member believe the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member, complainant and immediate supervisor. At the request of the unit member, an Association representative shall be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall not be accepted or utilized by the District in any evaluation or disciplinary action against the unit member.
  - 15.1.3** If the matter is not resolved at the meeting to the satisfaction of the complainant, the complaint shall be reduced to writing by the complainant or dictated by the complainant to the unit member's immediate supervisor or designee within a reasonable amount of time. A copy of the complaint will be provided to the unit member. The unit member shall be given reasonable release time during the non-instructional duty day to review the complaint. If the complaint is not reduced to writing, the matter shall be dropped.
- 15.2** Complaints which are withdrawn or shown to be false after an objective investigation by the District shall not be placed in the unit member's personnel file or made a part of any disciplinary action against the unit member.
- 15.3** This article shall not be applicable in any circumstance where the alleged conduct of the unit member involves unlawful misconduct including sexual harassment, child abuse, violations of state or federal law, or is subject to investigation by a law enforcement agency.

## **ARTICLE XVI PERSONNEL FILES**

- 16.1** A unit member may, by request, inspect his/her personnel file at the Human Resources Department.
- 16.1.1** Prior to examination of the unit member's file, all the following data shall be removed:
- ❖ Ratings, reports, or records which were obtained prior to employment with the District, *and/or*;
  - ❖ Ratings, reports, or records which were prepared by identifiable examination committee members, *and/or*;
  - ❖ Ratings, reports, or records which were obtained in connection with a promotional examination.
- 16.2** A unit member shall be provided any negative or derogatory material before it is placed in his/her file. The unit member shall be given ten (10) work days to initial, date and prepare a written response to the material. The written response shall be attached to the material.
- 16.3** Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of the materials in such unit member's personnel file at District cost. Confidential materials are not to be made available to the employee or the representative of the Association (see Article 16.1.1)
- 16.4** The person or persons who prepare material to be placed in a unit member's personnel file shall sign and date the material.
- 16.5** Access to personnel files shall be limited to the members of the District Administration and the Governing Board of Education on a need-to-know basis.
- 16.6** No disciplinary material shall be placed in a personnel file which cannot be reasonably verified.
- 16.7** The contents of all personnel files shall be kept in the strictest confidence.

## **ARTICLE XVII TRAVEL**

- 17.1** Schedules of unit members who are assigned to more than one school shall be arranged so that no such unit member shall be required, except as a prior condition of employment, to engage in interschool travel of more than thirty-five (35) miles per day. Such unit members shall be notified of changes in their

schedules as soon as possible or as soon as the necessity of a change in schedule is known.

- 17.2 Unit members who may be requested or assigned to use their personal automobiles in the performance of duties, and unit members who are assigned to more than one school per day, shall be reimbursed for driving done between or among schools or assigned work areas at the current District mileage rate.
- 17.3 Unit members who use their personal automobiles for approved field trips or other business of the District at District request, shall receive the mileage rate provided in Article 17.2.

## **ARTICLE XVIII MISCELLANEOUS PROVISIONS**

- 18.1 Any individual contract between the District and an individual certificated unit member heretofore executed shall be subject to consistency with the terms and conditions of this Agreement.
- 18.2 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures.
- 18.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the Human Resources Department shall have sufficient copies prepared for distribution to each certificated employee in the District.
- 18.4 A teacher's notification to the Governing Board of Education that he/she intends to resign shall remain revocable until such time as the Board officially takes action on such notification.

## **ARTICLE XIX SAVINGS**

- 19.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions continue in full force and effect.
- 19.2 In the event a provision of the contract is declared invalid, the parties shall meet within ten (10) work days of receipt of a written request to renegotiate the provision.

## **ARTICLE XX SAFETY**

- 20.1** The District shall make available in each school a lunchroom, restroom, and lavatory facilities for unit member use.
- 20.2** Unit members shall notify their immediate supervisor, in writing, on a District form, if they feel there is an unsafe or hazardous condition.
- 20.3** The immediate supervisor shall call or submit, within a reasonable time, a work order to assess and/or correct conditions representing an unsafe or hazardous condition reported to him/her on a District form by an employee. The supervisor shall notify the employee in writing of the action taken on the claim of an unsafe or hazardous condition.
- 20.4** The District shall provide safe working conditions for unit members within the fiscal capabilities of the District.
- 20.5** Unit members will adhere to safe practices and procedures.
- 20.6** Assault, battery, or any threat of force or violence, directed toward unit members while in attendance at school or related school activities, shall be reported by the unit members to their immediate supervisor.
- 20.7** The District shall take appropriate action whenever a unit member, while in attendance at school or at related school activities, is physically or verbally attacked by another person or persons. Such action will include: immediate assistance, calling of police, calling for medical attention, if necessary, and filing police reports. Unit member(s) and administrator(s) having personal knowledge of an incident will provide such information, if necessary, to the appropriate law enforcement agencies in filing complaints.

## **ARTICLE XXI SALARY AND FRINGE BENEFITS**

### **21.1 CLASS AND STATION CRITERIA**

#### **21.1.1 Classification by Professional Preparation**

Unit members shall be placed on the appropriate class of *Salary Schedule [Addendums B1/B2]* in accordance with degrees and advanced preparation. Any changes in degrees and/or advanced preparation shall be reported to the District by September 1 in order for the unit member to advance laterally on the salary schedule.

- 21.1.1.1** For the 2014-2015 fiscal year, the Certificated Salary Schedule attached hereto as **[Addendum B1]** shall be implemented retroactive to July 1, 2014. For the 2015-2016

fiscal year, the Certificated Salary Schedule attached hereto as **[Addendum B2]** shall be increased by 3.70%, effective July 1, 2015.

**21.1.1.2** Effective July 1, 2014, a Column "BA +75 Units" shall be added to the Certificated Salary Schedule, as reflected in **[Addendums B1/B2]**.

### **21.1.2 Initial Station Placement**

New unit members shall be given credit on a year-for-year basis at the time of initial placement on the *Salary Schedule* **[Addendums B1/B2]** for previous (valid educational credential) certificated experience.

### **21.1.3 Station Requirement**

The advancement on the *Salary Schedule* **[Addendums B1/B2]** shall be at the rate of one (1) station for each year of teaching experience. If a unit member is employed for at least one (1) semester of a school year, the unit member shall be given credit for that year's experience for salary schedule advancement purposes.

## **21.2 SALARY**

### **21.2.1 Advanced Degrees**

Masters: In accordance with the Certificated Salary Schedule **[Addendum B1]**, \$880 shall be added annually to salaries of those holding Masters Degrees. Effective 2015/2016, \$1000 shall be added annually to salaries of those holding Masters Degrees **[Addendum B2]**.

Doctorates: In accordance with the Certificated Salary Schedule **[Addendum B1]**, \$880 shall be added annually to salaries of those holding Doctorate Degrees. Effective 2015/2016, \$1500 shall be added annually to salaries of those holding Doctorate Degrees **[Addendum B2]**.

### **21.2.2 Salary Schedules**

Certificated Salary Schedule **[Addendum B1/B2]**, Extra Duty Factors **[Addendum C]**, Coaching Factors **[Addendum D]**, and Special Services Factors **[Addendum E]**.

**21.2.2.1** Positions listed on the Extra Duty Factors sheet **[Addendum C]** and the Coaching Factors sheet **[Addendum D]** are allotted to only one member at each high school site. Each of these positions will be open for applications every school year. All interested employees must apply for the position as well as go through the application process. No member will be "appointed" a position.

**21.2.2.2** Unit members in the position of “Instructional Technology Coach” are on a 198-day contract. The work year for these members will begin 10 days prior to the “Certificated Calendar” and will end 5 days after the “Certificated Calendar”.

**21.2.2.3** Unit members in the position of “District Academic Coach” are on a 193-day contract. The work year for these members will begin 5 days prior to the “Certificated Calendar” and will end 5 days after the “Certificated Calendar”.

### **21.2.3 Vocational Agriculture**

#### **21.2.3.1 Twelve Month Contracts**

Six (6) positions in the Vo-Ag Department are on 219 day contracts due to project supervision during the summer (July 1- June 30).

### **21.2.4 Prevailing Hourly Rate**

Bargaining unit members working beyond the regular contracted days will be paid at the District's prevailing hourly rate of compensation. The prevailing hourly rate is \$30.00 per hour. Effective July 1, 2015, the prevailing hourly rate shall increase to \$35.00.

## **21.3 HEALTH AND WELFARE BENEFITS**

Upon ratification, the District shall contribute up to an annual maximum contribution of \$14,843 for the remainder of the 2013-2014 fiscal year (Pro-rated by the remaining months left in the 2013-2014 fiscal year) for eligible bargaining unit members toward health, dental, and vision benefits. The District contribution amount shall increase 3% at the beginning of each fiscal year. As such, the District contribution shall be \$15, 288 for the 2014-2015 fiscal year. Thereafter, the 3% increase shall continue to be added to the prior year's contribution amount.

At the conclusion of this agreement, the annual 3% increase shall be the status quo. Bargaining unit members shall pay any difference between the District's annual maximum contribution and the actual cost of the plan chosen by the bargaining unit member.

**21.3.4** Unit members who are absent on account of illness and who have exhausted their accumulated paid leaves, shall continue to receive full insurance coverage to be paid by the employee for that period of illness not to exceed twelve (12) months following exhaustion of said leave, providing they remain an employee of the District. Unit members on Board approved unpaid leaves of absence shall receive insurance coverage for the period of the leaves to be paid by the unit member.

**21.3.4.5** The District and the Association agree to establish a joint health and welfare benefits committee to review current health benefits for unit members and discuss options for cost containment.

## 21.4 EARLY RETIREMENT MEDICAL INSURANCE COVERAGE

**21.4.1.1** A certificated unit member who elects to retire is eligible for continued medical insurance coverage if he/she meets the following qualifications:

**21.4.1.1.1.** Minimum of fifteen (15) years of full time service in the Madera Unified School District. Minimum of twenty-five (25) years of full time service in the Madera Unified School District for unit members who commence employment with the District after June 30, 2002.

**21.4.1.1.2** At least fifty-eight (58) but not more than sixty-four (64) years of age for the unit members who commence employment with the District after June 30, 2002.

At least fifty-five (55) but not more than sixty-four (64) years of age for unit members who began employment with the District on or before June 30, 2002.

**21.4.1.1.3** Provides a signed written irrevocable notice of intent to retire to the Human Resources Department at least 120 calendar days prior to the date of retirement. Failure to timely notify the District as required herein shall result in a waiver of benefits under section 21.4.

**21.4.2** The medical insurance coverage will be equivalent to the medical plan in effect for all certificated personnel. The District contribution toward retiree medical insurance (which does not include other benefits such as dental and vision) shall be the same as for active unit members, which may change from time-to-time.

**21.4.3** For the purpose of keeping medical insurance coverage current, the retiree shall have premiums paid in a timely manner before the 1<sup>st</sup> calendar day of each month. Failure to have premiums current will result in cancellation of coverage.

**21.4.4** The plan shall be in effect from the date of retirement and shall continue until any of the following terminates the plan:

**21.4.4.1** Retiree has a 65<sup>th</sup> birthday

**21.4.4.2** Retiree becomes eligible for Medicare or Medi-Cal

**21.4.4.3** Retiree fails to pay any cost assessed

**21.4.4.4** Retiree fails to notify the Districts' Human Resources Department prior to the last working day of any calendar year  
**[Addenda's N and O]**

**21.4.4.5** Death of retiree

**21.4.5** For retiring unit members who do not qualify for continued medical insurance coverage under sections 21.4.1.1 or 21.4.1.1.2 above, the Governing Board of Education shall allow said unit members to remain on the health insurance plan made applicable to retirees at their expense until they are eligible for Medicare provided said employee has served five (5) consecutive years of service in the District prior to retirement.

A Board approved leave shall constitute a year of service for the purpose of eligibility for this benefit.

**21.4.6** The Governing Board of Education may grant fringe benefits to a unit when the unit member is on an STRS disability leave and because of the employee's extreme medical condition is unable to continue full-time employment in the District. The decision of the Governing Board in granting this exemption is final. This provision shall not be subject to Article VIII Grievance Procedure.

**21.5 EARLY RETIREMENT BONUS**

Permanent unit members who are not eligible for benefits under section 21.4, and who notify the District of their intent to resign/retire at least 120 calendar days prior to the date of resignation/retirement, shall receive a \$300.00 bonus.

## **ARTICLES XXII WAIVERS**

**22.1** If it is determined that a waiver of the collective bargaining agreement is necessary in order to implement a specific site plan, the following procedure shall be followed:

**22.1.1** A secret ballot shall be conducted by the Association's building representative or designee at the school site.

**22.1.2** At least one (1) week prior to the vote, all unit members shall be provided with a written explanation of the requested waiver including, but not limited to, the specific contract provision to be waived, the duration of the waiver, evaluation process, and the projected impact on staff, students, and the educational process.

**22.1.3** A seventy percent (70%) vote of the eligible Association members at the school site casting ballots is necessary to waive any portion of the Collective Bargaining Agreement.

**22.1.4** Completed waiver applications shall be submitted to the MUTA Executive Board and the MUSD Governing Board of Education for final approval.

**22.1.5** A majority of Association members casting ballots at a school site, voting by secret ballot, may rescind the waiver.

- 22.1.6** All balloting for a waiver or rescission shall be conducted to assure year round "off-track" teachers have an opportunity to vote.
- 22.1.7** The parties agree that during the month of May of each year, the parties will review waivers of negotiated contract provisions as to the continuation of these waivers into the subsequent school year.
- 22.1.8** If the parties mutually agree to waive any specific contract provision to accommodate site plan implementation and there exists a parallel or similar board policy section, the waiver shall be effective upon the Governing Board of Education waiving that parallel or similar board policy section for the same period that the contract language is waived.

**ADDENDUM A**

**THIS CONTRACT WAS RATIFIED BY THE MEMBERS OF**

**MADERA UNIFIED TEACHERS ASSOCIATION**

**AND WAS APPROVED**

**BY THE MADERA UNIFIED SCHOOL DISTRICT**

**GOVERNING BOARD ON**

**October 28, 2014**

**Madera Unified School District**  
**2014/15 Certificated Salary Schedule**  
 (Based on 2013/14 with Weighted Increase and Class VII)

**ADDENDUM B1**

NEW TEACHER INCENTIVE SCHEDULE (Preliminary/Professional/Clear Credential)								
Based on 183 Work Days								
	CTC Child Center Permit	BA With Valid Credential	BA+15 Units W/Valid Credential	BA+30 Units W/Valid Credential	BA+45 Units W/Valid Credential	BA+60 Units W/Valid Credential	BA+75 Units W/Valid Credential	
Step	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	Step
1	\$ 29,460	\$ 40,559	\$ 41,999	\$ 43,490	\$ 45,034	\$ 46,632	\$ 48,288	1
2	\$ 30,506	\$ 41,999	\$ 43,490	\$ 45,034	\$ 46,632	\$ 48,288	\$ 50,002	2
3	\$ 31,589	\$ 43,490	\$ 45,034	\$ 46,632	\$ 48,288	\$ 50,002	\$ 51,777	3
4	\$ 32,710	\$ 45,034	\$ 46,632	\$ 48,288	\$ 50,002	\$ 51,777	\$ 53,615	4
5	\$ 33,871	\$ 46,632	\$ 48,288	\$ 50,002	\$ 51,777	\$ 53,615	\$ 55,518	5
6		\$ 48,288	\$ 50,002	\$ 51,777	\$ 53,615	\$ 55,518	\$ 57,489	6
7		\$ 50,002	\$ 51,777	\$ 53,615	\$ 55,518	\$ 57,489	\$ 59,530	7
8			\$ 53,615	\$ 55,518	\$ 57,489	\$ 59,530	\$ 61,644	8
9				\$ 57,489	\$ 59,530	\$ 61,644	\$ 63,832	9
10				\$ 59,530	\$ 61,644	\$ 63,832	\$ 66,098	10
11					\$ 63,832	\$ 66,098	\$ 68,445	11
12						\$ 68,445	\$ 70,874	12
13						\$ 70,874	\$ 73,391	13
14						\$ 73,391	\$ 75,996	14

COUNSELORS & HEAD COUNSELORS Salary Schedule Based on 198 Work Days			
Step		CLASS X	Step
1		\$ 64,783	1
2		\$ 67,083	2
3		\$ 69,465	3
4		\$ 71,931	4
5		\$ 74,484	5
6		\$ 77,128	6

**Longevity:**

15th Year of Service, 10 Years Completed in M.U.S.D.  
 16th Year of Service, 11 Years Completed in M.U.S.D.  
 17th Year of Service, 12 Years Completed in M.U.S.D.  
 18th Year of Service, 13 Years Completed in M.U.S.D.  
 19th Year of Service, 14 Years Completed in M.U.S.D.  
 20+ Years of Service, 15+ Years Completed in M.U.S.D.

**FACTOR: ANNUAL AMOUNT**

0.018 \$ 1,321  
 0.029 \$ 2,128  
 0.040 \$ 2,936  
 0.051 \$ 3,743  
 0.062 \$ 4,550  
 0.073 \$ 5,358

**Longevity Calculation: Class VI, Station 14 X Factor = Annual Amount**

Longevity increments added to base salary, provided the following provisions have been met:

1. Must have completed at least 14 years of service to education in a certificated position
2. Of the required 14 years, ten years must have been in M.U.S.D. or component thereof

**ROP PLACEMENT:**

**CLASS I** Preliminary and Clear Credential  
**CLASS II** Clear Credential + BA, BS or BVE  
**CLASS III** Clear Credential + BA, BS or BE + 15 units (6 of which may be work experience)\*  
**CLASS IV** Clear Credential + BA, BS or BE + 30 units (12 of which may be work experience)\*  
**CLASS V** Clear Credential + BA, BS or BE + 45 units (18 of which may be work experience)\*  
**CLASS VI** Clear Credential + BA, BS or BE + 60 units (24 of which may be work experience)\*  
**CLASS VII** Clear Credential + BA, BS or BE + 75 units (30 of which may be work experience)\*

\*1 unit = 15 hours of work experience

**ADVANCED DEGREE**

**Masters:** \$880 will be added annually to salaries of those holding Masters Degrees  
**Doctorate:** \$880 will be added annually to salaries of those holding Doctorate Degrees

MUSD Board Approval:  
 Motion # 64-2014/15  
 Date: October 28, 2014  
 Document #: 135-2014/15  
 Effective: July 1, 2014

**Madera Unified School District  
2015/2016 Certificated Salary Schedule  
(Based on 2014/15 with 3.7% Increase)**

**ADDENDUM B2**

**NEW TEACHER INCENTIVE SCHEDULE (Preliminary/Professional/Clear Credential)**

Based on 183 Work Days

Step	CTC Child Center Permit	BA With Valid Credential	BA+15 Units W/Valid Credential	BA+30 Units W/Valid Credential	BA+45 Units W/Valid Credential	BA+60 Units W/Valid Credential	BA+75 Units W/Valid Credential	Step
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	
1	\$ 30,551	\$ 42,060	\$ 43,553	\$ 45,099	\$ 46,700	\$ 48,358	\$ 50,075	1
2	\$ 31,636	\$ 43,553	\$ 45,099	\$ 46,700	\$ 48,358	\$ 50,075	\$ 51,853	2
3	\$ 32,759	\$ 45,099	\$ 46,700	\$ 48,358	\$ 50,075	\$ 51,853	\$ 53,694	3
4	\$ 33,922	\$ 46,700	\$ 48,358	\$ 50,075	\$ 51,853	\$ 53,694	\$ 55,599	4
5	\$ 35,126	\$ 48,358	\$ 50,075	\$ 51,853	\$ 53,694	\$ 55,599	\$ 57,574	5
6		\$ 50,075	\$ 51,853	\$ 53,694	\$ 55,599	\$ 57,574	\$ 59,617	6
7		\$ 51,853	\$ 53,694	\$ 55,599	\$ 57,574	\$ 59,617	\$ 61,734	7
8			\$ 55,599	\$ 57,574	\$ 59,617	\$ 61,734	\$ 63,926	8
9				\$ 59,617	\$ 61,734	\$ 63,926	\$ 66,195	9
10				\$ 61,734	\$ 63,926	\$ 66,195	\$ 68,545	10
11					\$ 66,195	\$ 68,545	\$ 70,978	11
12						\$ 70,978	\$ 73,498	12
13						\$ 73,498	\$ 76,107	13
14						\$ 76,107	\$ 78,809	14

**COUNSELORS & HEAD COUNSELORS Salary Schedule Based on 198 Work Days**

Step	CLASS X	Step
1	\$ 67,180	1
2	\$ 69,564	2
3	\$ 72,034	3
4	\$ 74,591	4
5	\$ 77,239	5
6	\$ 79,981	6

**Longevity:**

	ANNUAL AMOUNT
15th Year of Service, 10 Years Completed in M.U.S.D.	\$ 1,750
16th Year of Service, 11 Years Completed in M.U.S.D.	\$ 2,500
17th Year of Service, 12 Years Completed in M.U.S.D.	\$ 3,250
18th Year of Service, 13 Years Completed in M.U.S.D.	\$ 4,000
19th Year of Service, 14 Years Completed in M.U.S.D.	\$ 4,750
20+ Years of Service, 15+ Years Completed in M.U.S.D.	\$ 5,500
25+ Years of Service, 20+ Years Completed in M.U.S.D.	\$ 6,250

**Longevity Calculation: Class VI, Station 14 X Factor = Annual Amount**

Longevity increments added to base salary, provided the following provisions have been met:

1. Must have completed at least 14 years of service to education in a certificated position
2. Of the required 14 years, ten years must have been in M.U.S.D. or component thereof

**ROP PLACEMENT:**

<b>CLASS I</b>	Preliminary and Clear Credential
<b>CLASS II</b>	Clear Credential + BA, BS or BVE
<b>CLASS III</b>	Clear Credential + BA, BS or BE + 15 units (6 of which may be work experience)*
<b>CLASS IV</b>	Clear Credential + BA, BS or BE + 30 units (12 of which may be work experience)*
<b>CLASS V</b>	Clear Credential + BA, BS or BE + 45 units (18 of which may be work experience)*
<b>CLASS VI</b>	Clear Credential + BA, BS or BE + 60 units (24 of which may be work experience)*
<b>CLASS VII</b>	Clear Credential + BA, BS or BE + 75 units (30 of which may be work experience)*

\*1 unit = 15 hours of work experience

**ADVANCED DEGREE**

<b>Masters:</b>	\$1,000	will be added annually to salaries of those holding Masters Degrees
<b>Doctorate:</b>	\$1,500	will be added annually to salaries of those holding Doctorate Degrees

MUSD Board Approval  
Motion #: 64-2014/15  
Date: October 28, 2014  
Document #: 135-2014/15  
Effective: July 1, 2015

**ADDENDUM C**  
**HIGH SCHOOL EXTRA DUTY FACTORS**  
 APPLICATION OF EXTRA DUTY FACTOR: Percentage times Class IV  
 Section 1 of Basic Certificated Salary Schedule

	<b>High School Club IV</b>	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>	<b>Step IV</b>
1	BAND DIRECTOR	0.064	0.070	0.076	0.081
2	ASSISTANT BAND DIRECTOR	0.042	0.048	0.054	0.060
3	DRAMA ADVISOR	0.042	0.048	0.054	0.060
4	ASSISTANT DRAMA ADVISOR	0.033	0.039	0.044	0.05
5	COLOR GUARD ADVISOR	0.059	0.064	0.070	0.076
6	PEP ADVISOR	0.059	0.064	0.070	0.076
7	ASSISTANT PEP ADVISOR	0.042	0.048	0.054	0.060
8	CHEER ADVISOR	0.059	0.064	0.070	0.076
9	ASSISTANT CHEER ADVISOR	0.042	0.048	0.054	0.060
10	TBD	0.033	0.039	0.044	0.05
11	TBD	0.033	0.039	0.044	0.05
12	TBD	0.033	0.039	0.044	0.05
13	TBD	0.033	0.039	0.044	0.05
14	TBD	0.033	0.039	0.044	0.05
15	TBD	0.033	0.039	0.044	0.05
16	TBD	0.033	0.039	0.044	0.05
17	TBD	0.033	0.039	0.044	0.05
18	TBD	0.033	0.039	0.044	0.05
19	TBD	0.033	0.039	0.044	0.05
20	TBD	0.033	0.039	0.044	0.05
21	TBD	0.033	0.039	0.044	0.05
22	TBD	0.033	0.039	0.044	0.05
23	TBD	0.033	0.039	0.044	0.05
24	TBD	0.033	0.039	0.044	0.05
25	TBD	0.033	0.039	0.044	0.05
26	TBD	0.033	0.039	0.044	0.05
27	TBD	0.033	0.039	0.044	0.05
28	TBD	0.033	0.039	0.044	0.05
29	TBD	0.033	0.039	0.044	0.05
30	TBD	0.033	0.039	0.044	0.05
31	TBD	0.033	0.039	0.044	0.05
32	TBD	0.033	0.039	0.044	0.05
33	TBD	0.033	0.039	0.044	0.05
34	TBD	0.033	0.039	0.044	0.05
35	TBD	0.033	0.039	0.044	0.05
36	TBD	0.033	0.039	0.044	0.05
37	TBD	0.033	0.039	0.044	0.05
38	TBD	0.033	0.039	0.044	0.05
39	TBD	0.033	0.039	0.044	0.05
40	TBD	0.033	0.039	0.044	0.05
41	TBD	0.033	0.039	0.044	0.05
42	TBD	0.033	0.039	0.044	0.05
43	TBD	0.033	0.039	0.044	0.05

**ADDENDUM C  
MIDDLE SCHOOLS  
EXTRA DUTY FACTORS**

APPLICATION OF EXTRA DUTY FACTORS: Percentage times Class IV, Station 1 of the Basic Certificated Salary Schedule					
	MIDDLE SCHOOL CLUBS	STEP I	STEP II	STEP III	STEP IV
1	Band Director	0.042	0.048	0.054	0.06
2	TBD	0.025	0.03	0.035	0.04
3	TBD	0.025	0.03	0.035	0.04
4	TBD	0.025	0.03	0.035	0.04
5	TBD	0.025	0.03	0.035	0.04
6	TBD	0.025	0.03	0.035	0.04
7	TBD	0.025	0.03	0.035	0.04
8	TBD	0.025	0.03	0.035	0.04
9	TBD	0.025	0.03	0.035	0.04
10	TBD	0.025	0.03	0.035	0.04
11	TBD	0.025	0.03	0.035	0.04

**ADDENDUM D**

**SEVENTH & EIGHTH GRADES/HIGH SCHOOL DEPARTMENT CHAIRPERSONS/ H.S. HEAD COUNSELORS**

Number of Sections*							*Agriculture, Business, Home Economics, Industrial Arts
>70	60-69	50-59	40-49	30-39	20-29	<20	
0.095	0.090	0.085	0.080	0.074	0.058	0.036	+0.005

\* These chairpersons will receive an additional 0.005

\*\* The factors shall be applied to the Basic Certificated Salary Schedule – Class 4 Step 1

**COACHING SALARIES**

	STEP 1	STEP 2	STEP 3	STEP 4
<b>FOOTBALL:</b>				
Head	0.071	0.079	0.087	0.094
Varsity Assistant/Junior Varsity Head	0.051	0.057	0.063	0.068
Head Freshman/Junior Varsity Assistant	0.039	0.045	0.050	0.055
Assistant Frosh	0.033	0.039	0.044	0.050

<b>TRACK:</b>				
Head (one position for both boys and girls)	0.071	0.079	0.087	0.094
Assistant Head (one for boys, one for girls)	0.064	0.070	0.076	0.081
Assistant Varsity	0.051	0.057	0.063	0.068

<b>BASKETBALL, BASEBALL, SOFTBALL, WRESTLING, BOYS &amp; GIRLS CROSS COUNTRY, BOYS &amp; GIRLS SWIMMING:</b>				
Head	0.064	0.070	0.076	0.081
Assistant Varsity/Junior Varsity	0.051	0.057	0.063	0.068
Freshman	0.033	0.039	0.044	0.050
Assistant Frosh	0.025	0.030	0.035	0.040

<b>GOLF, GYMNASTICS, SOCCER, SWIMMING, TENNIS, VOLLEYBALL, WATERPOLO, CROSS COUNTRY:</b>				
Head (one program)	0.051	0.057	0.063	0.068
Varsity Assistant/Junior Varsity Head	0.039	0.045	0.050	0.055
Head Freshman/Assistant Junior Varsity	0.033	0.039	0.044	0.050

<b>MIDDLE SCHOOL SPORTS: (7<sup>TH</sup> &amp; 8<sup>TH</sup>)</b>				
Head	0.033	0.039	0.044	0.050
Assistant	0.025	0.030	0.035	0.040

<b>K-8</b>	0.005	0.007	0.009	0.011
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- Step 1 - Coaching with no experience in assigned sport.
- Step 2 - Coaching with one year of experience in assigned sport in or out of MUSD.
- Step 3 - Coaching with two years of experience in assigned sport in or out of MUSD.
- Step 4 - Coaching with three years of experience in assigned sport in or out of MUSD.

**ADDENDUM E**

**SALARY FACTOR SCHEDULE – SPECIAL SERVICES PERSONNEL**

The following factors shall be applied to the Basic Certificated Salary Schedule for positions listed below:

Classification	Time Factor	Number Of Days	Min. Hours Per Day	Responsibility Factors: Experience/Qualifications			
				1	2	3	4
Teacher	1.000	183	7.5	n/a	n/a	n/a	n/a
Librarian, Middle School	1.055	193	7.5	n/a	n/a	n/a	n/a
Librarian, High School	1.109	203	7.5	n/a	n/a	n/a	n/a
Teacher/Supervisor Work Experience	1.027	188	9.0	1.021	1.031	1.040	1.050
Nurses	1.027	188	7.5	n/a	n/a	n/a	n/a
TSA – District Academic Coach	1.055	193	7.5	n/a	n/a	n/a	n/a
TSA – Instructional Technology Coach	1.082	198	7.5	n/a	n/a	n/a	n/a

Application of the above factors to the Basic Certificated Salary Schedule is as follows: Placement on the Basic Certificated Salary Schedule times responsibility factor.

Master Schedule stipend is \$4,000 per High School.

## ADDENDUM F

### PEER ASSISTANCE & REVIEW PROGRAM

#### PAR PANEL

1. The PAR Program shall be administered by a Panel which shall consist of five (5) members, two (2) of whom shall be selected by the District and three (3) of whom shall be selected by the Association by certificated classroom teachers through a process determined by the Association. The PAR Panel shall be chaired in the first year by a certificated classroom teacher and in the following year by a member selected by the District. The chair shall thereafter rotate on an annual basis between Association members and District members.
2. Par Panel shall meet four (4) times each school year unless additional meetings are determined necessary by consensus approval of all PAR Panel Members. To meet at least four (4) members of the Panel must be present. Such meetings may take place during the regular workday, for which Association members on the panel shall be released without loss of compensation. Meetings that extend beyond the regular workday shall be authorized based on consensus approval of all PAR Panel members. Teacher members shall receive an annual stipend of \$1500.00.
3. Actions of the PAR Panel shall be by consensus. Only when consensus cannot be reached shall action be approved by affirmative vote of at least three (3) members except where a specific voting requirement is expressly mandated.
4. The responsibilities of the PAR Panel shall include the following:
  - A. Selecting Consulting teachers subject to consensus approval of all panel members.
  - B. Providing for training for the PAR Panel members and consulting teachers.
  - C. Establishing its own rules and procedures consistent with this Agreement, existing District Board policies/regulations and law.
  - D. Providing a limited choice of consulting teachers to referred participating Teachers, in consultation with the Participating Teacher's evaluator.
  - E. Making a list of available Consulting Teachers for selection by the Volunteer Participating Teacher.
  - F. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program by April 15 of each school year.
  - G. Preparing an annual review of the PAR Program, including recommendations for improvement.
  - H. Coordinating the development of the PAR budget with the Beginning Teacher Support & Assessment and Internship Programs.
  - I. Refraining from taking any actions which exceed the annual budget for the PAR Program approved by the District Governing Board.
  - J. Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the budget available and other relevant considerations through consensus approval of all panel members.
  - K. Preparing written guidelines for Consulting Teachers and their activities.

## CONSULTING TEACHERS

5. Consulting Teachers shall have the following minimum qualifications:
  - A. A permanent teacher of the District with substantial recent experience in classroom instruction;
  - B. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
  - C. A positive recommendation by the applicant's evaluator in the areas of subject matter knowledge and teaching methods.
6. Classroom teachers may apply for a consulting teaching position on a form prepared by the PAR Panel. Notice of Consulting Teacher openings shall be posted at each school site for a period not less than twenty (20) work days.
  - A. Selection of a Consulting Teacher shall be based on the criteria set forth in paragraph 5 above. Candidates selected for an interview shall demonstrate the ability to model effective classroom instruction and provide clear constructive feedback for improvement.
  - B. One or more PAR Panel Member(s) shall conduct a classroom observation of each candidate.
  - C. Consulting Teachers shall be released from regular duties without loss of compensation when necessary to carry out their responsibilities during the school day. The term of a Consulting Teacher shall be up to three years (3) which may be extended by the PAR Panel for one consecutive term annually. Consulting teachers shall be paid as follows:
    - a stipend of \$400.00 for completion of initial training
    - \$2000.00 per semester per Referred Participating Teacher not to exceed one (1) Referred Participating Teacher per semester
    - \$750.00 per semester per Voluntary Participating Teacher not to exceed two (2) Voluntary Participating Teachers per semester

Maximum caseload per Consulting Teacher shall not exceed one (1) Referred Participating Teacher OR two (2) Voluntary Participating Teachers per semester.

## GENERAL PROVISIONS

7. Nothing herein shall be interpreted as limiting the authority of the Governing Board or District to initiate any form of discipline against the Participating Teacher at any time consistent with the law and this Agreement.
8. Teachers who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810 of Title 1 of the Government Code).
9. The provisions of this Addendum may be revised by written mutual consent of the District and the Association.
10. Expenditures for the PAR Program shall not exceed funds made available through passage of AB1X. The PAR Program shall be contingent upon the continuation of direct State funding.
11. Teacher PAR panel members and consulting teachers shall not be considered management or supervisory employees as defined under the Education Employment Relations Act.

ADDENDUM G

MADERA UNIFIED SCHOOL DISTRICT  
TEACHER GOALS  
INITIAL CONFERENCE AGREEMENT

Name \_\_\_\_\_ Date \_\_\_\_\_

Permanent or Probationary (circle one): 1<sup>ST</sup> 2<sup>ND</sup> \_\_\_\_\_  
Other \_\_\_\_\_ Position: \_\_\_\_\_

I. Engaging and Supporting All Students in Learning

- 1.A Connects prior knowledge, life experience, and interests
- 1.B Uses a variety of instructional strategies and resources
- 1.C Facilitates learning experiences-autonomy, interaction, and choice
- 1.D Engages students in problem solving & critical thinking
- 1.E Promotes self-directed, reflective learning for all students

II. Creating & Maintaining an Effective Environment for All

- 2.A Creates a physical environment that engages all students
- 2.B Establishes a climate of fairness and respect
- 2.C Promotes social development and responsibility
- 2.D Establishes and maintains standards for student behavior
- 2.E Plans and implements procedures and routines
- 2.F Uses instructional time effectively

III. Understanding & Organizing Subject Matter Knowledge

- 3.A Demonstrates knowledge of subject matter & student development
- 3.B Organizes curriculum to support student understanding
- 3.C Interrelates ideas and information within & across subjects
- 3.D Uses appropriate instructional strategies to develop understanding
- 3.E Uses materials, resources, and technologies

IV. Planning Instruction & Designing Learning Experiences for All

- 4.A Draws on and values students' background, interests, and developmental learning needs
- 4.B Establishes and articulates goals for student learning
- 4.C Develops and sequences instructional activities & materials
- 4.D Designs short-term and long-term plan to foster learning
- 4.E Modifies instructional plans for student needs

V. Assessing Student Learning

- 5.A Establishes and communicates learning goals for all students
- 5.B Collects and uses multiple sources of information to assess student learning
- 5.C Involves and guides students in assessing their own learning
- 5.D Uses the results of assessments to guide instruction
- 5.E Communicates student progress to students and families
- 5.F The teachers students demonstrate progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures.

VI. Developing as a Professional Educator

- 6.A Reflects on teaching and plans professional development
- 6.B Establishes and pursues professional goals
- 6.C Works with communities to improve professional practice
- 6.D Works with families to improve professional practice
- 6.E Works with colleagues to improve professional practice

VII. Professional Behavior

- 7.A Assumes responsibility for assigned duties
- 7.B Adheres to the rules and regulations of the school and District including the Collective Bargaining Agreement
- 7.C Tactfully discusses issues with students, parents and colleagues.

Understanding that the teacher evaluation process reflects all standards above, please select two to three standards upon which you will focus this year. At least one of these goals must be from Standards 1-5. Choose one or more elements for each standard.

I. Goal Number One

1. Standard: \_\_\_\_\_

Element(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Please describe your personal goal(s) and implementation plan related to this standard.

3. How will your attainment of this goal be evaluated?

II. Goal Number Two

1. Standard: \_\_\_\_\_

Element(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Please describe your personal goal(s) and implementation plan related to this standard.

3. How will your attainment of this goal be evaluated?

III. Goal Number Three (optional)

1. Standard: \_\_\_\_\_

Element(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Please describe your personal goal(s) and implementation plan related to this standard:

3. How will your attainment of this goal be evaluated?

IV. How can your administrator support you in meeting your identified standards (e.g. staff development, peer observation time, resources)?

V. Please identify three students (by I.D. numbers) whose work we can discuss throughout the year as it relates to the goals you have set\*.

\_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_  
Below Average                      Average                      Above Average

Each time we meet please bring work samples from these students so we can analyze their progress. Additionally, please bring any evidence which reflects accomplishment of the above goals (e.g. parent newsletters, lesson plans or activities, modified student assignment, assessment).

\*Secondary teachers need to select three students from within one period.

These goals have been reviewed and agreed upon in a conference on \_\_\_\_\_  
(Date)

\_\_\_\_\_                      \_\_\_\_\_  
Date                      Teacher's Signature

\_\_\_\_\_                      \_\_\_\_\_  
Date                      Supervisor's Signature

*This agreement may be modified by mutual consent at any time during the school year. A copy of this plan will be kept in the Supervisor's office.*

Original:    Evaluatee  
Copy:        Evaluator

ADDENDUM H

MADERA UNIFIED SCHOOL DISTRICT  
PRE-FORMAL OBSERVATION PLAN

Teacher: \_\_\_\_\_ Date of observation: \_\_\_\_\_

Grade/Subject: \_\_\_\_\_ Time/Period: \_\_\_\_\_

Please answer the following questions prior to the observation:

1. What specific area(s)/state curricular standard(s) will be the focus of your lesson (M.U.S.T. Madera Unified Standards & Tasks document)?

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2. What prior activities led up to this lesson?

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3. What do you expect your students to learn by the end of this lesson?

---

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4. What activities/strategies will you and your students be using during the lesson?

---

---

5. How will you differentiate the lesson to meet the needs of all learners?

---

---

6. How will you know if your lesson is successful? (Assessment)

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\_\_\_\_\_  
Teacher Signature/Date

\_\_\_\_\_  
Evaluator Signature/Date

Original: Evaluatee  
Copy: Evaluator

ADDENDUM I

MADERA UNIFIED SCHOOL DISTRICT  
LESSON OBSERVATION FORM

Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

Grade/Subject: \_\_\_\_\_

Time/Period: \_\_\_\_\_

1. Observation of pre-identified standards for this lesson.

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2. Observation summary: Sequence, materials, objectives, strategies, student engagement, behaviors, assessment, and classroom climate for learning (see MUSD Teacher Evaluation Instrument).

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3. Commendations:

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4. Recommendations:

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5. The teacher's signature does not constitute general agreement with evaluator's notation. It is recognition that discussion has taken place and that the teacher has been given the opportunity to enter comments.

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\_\_\_\_\_  
Teacher Signature/Date

\_\_\_\_\_  
Evaluator Signature/Date

Original: Evaluatee  
Copy: Evaluator

ADDENDUM J

**MADERA UNIFIED SCHOOL DISTRICT  
TEACHER EVALUATION INSTRUMENT**  
(Based on California Standards for the Teaching Profession)

Name \_\_\_\_\_ School \_\_\_\_\_

Grade Level \_\_\_\_\_ Assignment \_\_\_\_\_ Track (if YR) \_\_\_\_\_

School Year \_\_\_\_\_ Evaluating Supervisor \_\_\_\_\_

Date of Hire \_\_\_\_\_

Temporary  
 1<sup>st</sup> Year Probationary  
 2<sup>nd</sup> Year Probationary  
 Tenured  
 Other \_\_\_\_\_

**TEACHER PERFORMANCE STANDARD RATINGS**

- S = Satisfactory, meets standards
- N = Needs improvement
- U = Unsatisfactory practice that is not consistent with standard expectations

• Unsatisfactory ratings must include a Recommendation & Assistance statement by the evaluating supervisor in Section VI

FACTORS	RATING (S,N,U)	COMMENTS (Use additional pages if needed)
<b>STANDARD 1: Engaging and Supporting All Students in Learning</b>		
The teacher:		
A. connects students' prior knowledge, life experience, and interests with learning goals.		
B. uses a variety of instructional strategies and resources to respond to "students" diverse needs.		
C. facilitates learning experiences that promote autonomy, interaction, and choice.		
D. engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.		
E. promotes self -directed, reflective learning for all students.		

FACTORS		RATING (S,N,U)	COMMENTS (Use additional pages if needed)
<b>STANDARD 2: Creating and Maintaining Effective Environments for Student Learning</b>			
The teacher:			
A. creates a physical environment that engages all students.			
B. establishes a climate that promotes fairness and respect.			
C. promotes social development and group responsibility.			
D. establishes and maintains standards for student behavior.			
E. plans and implements classroom procedures and routines that support student learning.			
F. uses instructional time effectively.			
<b>STANDARD 3: Understanding and Organizing Subject Matter for Student Learning</b>			
The teacher:			
A. demonstrates knowledge of subject matter content and student development.			
B. organizes curriculum to support student understanding of subject matter.			
C. interrelates ideas and information within and across subject matter areas.			
D. develops student understanding through instructional strategies that are appropriate to the subject matter.			
E. uses materials, resources, and technologies to make subject matter accessible to students.			
<b>STANDARD 4: Planning Instruction and Designing Learning Experiences for All Students</b>			
The teacher:			
A. draws on and values students' backgrounds, interests, and developmental learning needs.			
B. establishes and articulates goals for student learning.			
C. develops and sequences instructional activities and materials for student learning.			
D. designs short-term and long-term plan to foster student learning.			
E. modifies instructional plans to adjust for student needs.			

FACTORS		RATING (S,N,U)	COMMENTS (Use additional pages if needed)
<b>STANDARD 5: Assessing Student Learning</b>			
The teacher:			
A.	establishes and communicates learning goals for all students.		
B.	collects and uses multiple sources of information to assess student learning.		
C.	involves and guides all students in assessing their own learning.		
D.	uses the results of assessments to guide instruction.		
E.	communicates with students, families, and other audiences about student progress.		
F.	The teachers' students demonstrate progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures.*		
<b>STANDARD 6: Developing as a Professional Educator</b>			
The teacher:			
A.	reflects on teaching practice and plans professional development.		
B.	establishes professional goals and pursues opportunities to grow professionally.		
C.	works with communities to improve professional practice.		
D.	works with families to improve professional practice.		
E.	works with colleagues to improve professional practice.		
<b>STANDARD 7: Professional Behavior</b>			
The teacher:			
A.	assumes responsibility for assigned duties.		
B.	adheres to the rules and regulations of the school and District including the Collective Bargaining Agreement.		
C.	tactfully discusses issues with students, parents and colleagues.		

\*Analysis of student performance assessments takes into account mitigating factors such as student attendance, entry-level achievement, special program membership and other measurable variables that influence student achievement.

- Teachers who receive a majority of unsatisfactory ratings in the components of a Standard shall be rated as unsatisfactory in that Standard.
- In order to receive an overall unsatisfactory evaluation, a teacher must receive a minimum of two unsatisfactory ratings in the seven (7) Performance Standards, at least one (1) of which must be in Standard numbers 1-5.

**SECTION VI**

Evaluator's Summary Comments
Commendations
Recommendations & Assistance

**OVERALL PERFORMANCE EVALUATION**

- Satisfactory/Meets Standards
- Needs Improvement
- Unsatisfactory practice that is not consistent with standard expectations

**PROBATIONARY TEACHERS**

- Recommended for rehire
- Not recommended for rehire
- Withhold judgment at this time

**PERMANENT TEACHERS**

- Referred to Peer Assistance and Review due to overall unsatisfactory

Evaluatee's Comments
----------------------

I have received and read a copy of the foregoing performance evaluation report and have had an opportunity to discuss it with my evaluating supervisor. My signature does not constitute endorsement of this document.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Original: Evaluatee  
Copy: Evaluator  
Copy: Personnel File

**ADDENDUM JD**

Madera Unified School District  
 District Academic Coach Evaluation Instrument  
 (Based on California Standards for the Teaching Profession)

Name: \_\_\_\_\_ School: \_\_\_\_\_  
 School Year: \_\_\_\_\_ Evaluating Supervisor: \_\_\_\_\_  
 Date of Hire: \_\_\_\_\_  
 Temporary     1<sup>st</sup> Year Probationary     2<sup>nd</sup> Year Probationary     Tenure     Other \_\_\_\_\_

**TEACHER PERFORMANCE STANDARD RATINGS**

- S= Satisfactory, meets standards
- N= Needs improvement
- U= Unsatisfactory practice that is not consistent with standard expectations

\*All "Needs Improvement" and "Unsatisfactory" ratings MUST include evidence as well as recommendations.

Factors	Rating (S,N,U)	Evidence, / Comments, / Recommendations
<b>1. Coach and Support Colleagues and School Site Leadership</b> (i.e. Site Administration and Site Teachers on Special Assignment-TSA's):		
A. Provides coaching and modeling in organizing instruction, lesson design, instructional delivery and assessment related to all core areas.		
B. Conducts demonstration lessons, one-on-one observations, and facilitates group observations.		
C. Serves as a resource in identifying appropriate instructional strategies and interventions.		
D. Provides on-going training and support.		

Factors		Rating (S,N,U)	Evidence, / Comments, / Recommendations
<b>2. Professional Development:</b>			
A.	Provides professional development to colleagues and school site leadership that supports district initiatives.		
B.	Facilitates district level curricular development.		
C.	Assists in building an interactive classroom environment focused on the grade level content and effective instructional strategies.		
D.	Researches, develops, and delivers trainings that build capacity and effectiveness among colleagues and school site leadership.		
<b>3. Professional Behavior:</b>			
A.	Assumes responsibility for assigned duties.		
B.	Adheres to the rules and regulations of the school and District.		
C.	Engages in professional discussions with colleagues and administration.		
D.	Prepares forms, records, and reports as directed.		
<b>4. Developing as a Professional Educator:</b>			
A.	Reflects on coaching practice and seeks professional development.		
B.	Pursues opportunities to grow professionally.		
C.	Maintains professional competence through participation in professional development activities as provided by district, county, state and other consultants.		

<p><b>Evaluator's Summary Comments:</b></p>
<p><b>Commendations:</b></p>
<p><b>Recommendations &amp; Assistance:</b></p>

District Academic Coaches who receive 3 or more "Unsatisfactory" ratings will be subject to placement to a K-12 classroom per credential authorization in accordance to the Collective Bargaining Agreement's Transfer and Reassignment procedures.

**OVERALL PERFORMANCE EVALUATION**

- Satisfactory/Meets expectations
- Needs Improvement
- Unsatisfactory practice that is not consistent with expectations

**PROBATIONARY TEACHERS**

- Recommended for rehire
- Not recommended for rehire
- Withhold judgment at this time

**PERMANENT TEACHERS:**

- Recommended to continue as a District Academic Coach
- Recommended to placement in a K-12 classroom per credential authorization

<p><b>Evaluates Comments:</b></p>
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I have received and read a copy of the foregoing performance evaluation report and have had an opportunity to discuss it with my evaluating supervisor. My signature does not constitute endorsement of this document.

Employee signature \_\_\_\_\_

Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_

Date \_\_\_\_\_

# Addendum JE

## Madera Unified School District Ed Tech Coach/TSA Evaluation Instrument (ISTE NETS-C Standards)

Name: \_\_\_\_\_ School: \_\_\_\_\_

Grade Level: \_\_\_\_\_ Assignment: \_\_\_\_\_ Track (if YR): \_\_\_\_\_

School Year: \_\_\_\_\_ Evaluating Supervisor: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Temporary  
 1<sup>st</sup> Year Probationary  
 2<sup>nd</sup> Year Probationary  
 Tenured  
 Other \_\_\_\_\_

### TEACHER PERFORMANCE STANDARD RATINGS

- S= Satisfactory, meets standards
- N= Needs improvement
- U= Unsatisfactory practice that is not consistent with standard expectations

- Unsatisfactory ratings must include a Recommendation & Assistance statement by the evaluating supervisor in section VI

Factors		Rating (S,N,U)		Comments (Use additional pages if needed)	
1. <b>Visionary Leadership</b> —Technology coach inspires and participates in the development and implementation of a shared vision for the comprehension integration of technology to promote excellence and support transformational change throughout the instructional environment.					
1.1 <b>Shared Vision</b> —Candidate contributes to the development, communication, and implementation of a shared vision for the comprehensive use of technology to support a digital-age education for all students.			U N S		

1.2 <b>Strategic Planning</b> -Candidate contributes to the planning, development, communication, implementation, and evaluation of technology-infused strategic plans at the district and school levels.	U N S
1.3 <b>Advocacy</b> -Candidate advocates for policies, procedures, programs, and funding strategies to support implementation of the shared vision represented in the school, and district technology plans and guidelines.	U N S
1.4 <b>Innovation and change</b> -Candidate implements strategies for initiating and sustaining technology innovations and manage the change process in schools and classrooms.	U N S

Factors		Rating (S,N,U)		Comments (Use additional pages if needed)	
2. <b>Teaching, Learning, and Assessments</b> – Technology coach assists teachers in using technology effectively for assessing student learning, differentiating instruction, and providing rigorous, relevant, and engaging learning experiences for all students.					
2.1 <b>Content Standards and Student Technology Standards</b> -Candidate coaches teachers in and models design and implementation of technology-enhanced learning experiences addressing content standards and student technology standards.		U N S			
2.2 <b>Research Based Learner-Centered Strategies</b> - Candidate coaches teachers in and models design and implementation of technology-enhanced learning experiences using a variety of research-based, learner-centered instructional strategies and assessment tools to address the diverse needs and interests of all students.		U N S			
2.3 <b>Meaningful and Relevant Learning</b> -Candidate coaches teachers in and models engagement of students in local and global interdisciplinary units in which technology helps students assume professional roles, research real-world problems, collaborate with others, and produce products that are meaningful and useful to a wide audience.		U N S			
2.4 <b>Creativity, Higher-Order Thinking and Mental Habits of Mind</b> -Candidate coaches teachers in and models design and implementation of technology-enhanced learning experiences emphasizing creativity, higher-order thinking skills and processes, and mental habits of mind (e.g., critical thinking, metacognition, and self-regulation).		U N S			
2.5 <b>Differentiation</b> - Candidate coaches teachers in and models design and implementation of technology-enhanced learning experiences using differentiation, including adjusting content, process, product, and learning environment based upon student readiness levels, learning styles, interests, and personal goals.		U N S			

<p>2.6 <b>Instructional Design Principles</b>-Candidate coaches teachers in and models incorporation of research-based best practices in instructional design when planning technology-enhanced learning experiences.</p>	<p>U N S</p>
<p>2.7 <b>Assessment</b>-Candidate coaches teachers in and models effective use of technology tools and resources to continually assess student learning and technology literacy by applying a rich variety of formative and summative assessments aligned with content and students technology standards.</p>	<p>U N S</p>
<p>2.8 <b>Data Analysis</b>-Candidate coaches teachers in and models effective use of technology tools and resources to systematically collect and analyze student achievement data, interpret results, and communicate findings to improve instructional practice and maximize student learning.</p>	<p>U N S</p>

<p style="text-align: center;"><b>Rating</b> (S,N,U)</p> <p style="text-align: center;"><b>Comments</b> (Use additional pages if needed)</p>	
<p style="text-align: center;"><b>Factors</b></p>	
<p>3. <b>Digital-Age Learning Environments</b>-Technology Coaches create and support effective digital-age learning environments to maximize the learning of all students.</p>	<p>U N S</p>
<p>3.1 <b>Classroom Management &amp; Collaborative Learning</b>-Candidate models effective classroom management and collaborative learning strategies to maximize teacher and student use of digital tools and resources and access to technology-rich environments.</p>	<p>U N S</p>
<p>3.2 <b>Managing Digital Tools and Resources</b>-Candidate maintains and manages a variety of digital tools and resources for teacher and student use in technology-rich learning environments.</p>	<p>U N S</p>
<p>3.3 <b>Online and Blended Learning</b>-Candidate coaches teachers in and models use of online and blended learning, digital content and collaborative learning networks to support and extend student learning as well as expand opportunities and choices for online professional development for teachers and administrators.</p>	<p>U N S</p>
<p>3.4 <b>Adaptive and Assistive Technology</b>-Candidate selects, evaluates, and facilitates the use of adaptive and assistive technologies to support student learning.</p>	<p>U N S</p>
<p>3.5 <b>Basic Troubleshooting</b>-Candidate troubleshoots basic software, hardware, and connectivity problems common in digital learning environments.</p>	<p>U N S</p>
<p>3.6 <b>Selecting &amp; Evaluating Digital Tools &amp; Resources</b>-Candidate collaborates with teachers and administrators to select and evaluate digital tools and resources that enhance teaching and learning and are compatible with the school technology infrastructure.</p>	<p>U N S</p>

<p>3.7 <b>Communication and Collaboration</b>-Candidate uses digital communication and collaboration tools to communicate locally and globally with students, parents, peers, and the larger community.</p>	<p>U N S</p>
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<b>Factors</b> <b>Rating</b> <b>(S,N,U)</b> <b>Comments</b> <b>(Use additional pages if needed)</b>	
<p>4. <b>Professional Development &amp; Program Evaluation</b>-Technology coach conducts need assessments, develops technology-related professional learning programs, and evaluates the impact on instructional practice and student learning.</p>	<p>U N S</p>
<p>4.1 <b>Needs Assessment</b>-Candidate conducts needs assessments to inform the content and delivery of technology-related professional learning programs that result in a positive impact on student learning.</p>	<p>U N S</p>
<p>4.2 <b>Professional Learning</b>-Candidate designs, develops, and implements technology-rich professional learning programs that model principles of adult learning and promotes digital-age best practices in teaching, learning, and assessment.</p>	<p>U N S</p>
<p>4.3 <b>Program Evaluation</b>-Candidate evaluates results of professional learning programs to determine their effectiveness on deepening teacher content knowledge, improving teacher pedagogical skills, and increasing student learning.</p>	<p>U N S</p>

<b>Factors</b> <b>Rating</b> <b>(S,N,U)</b> <b>Comments</b> <b>(Use additional pages if needed)</b>	
<p>5. <b>Digital Citizenship</b>-Technology Coach models and promotes digital citizenship.</p>	<p>U N S</p>
<p>5.1 <b>Digital Equity</b>-Candidate models and promotes strategies for achieving equitable access to digital tools and resources and technology-related best practices for all students and teachers.</p>	<p>U N S</p>
<p>5.2 <b>Safe, Healthy, Legal and Ethical Use</b>-Candidate models and facilitates safe, healthy, legal, and ethical uses of digital information and technologies.</p>	<p>U N S</p>
<p>5.3 <b>Diversity, Cultural Understanding, and Global Awareness</b>-Candidate models and promotes diversity, cultural understanding, and global awareness by using digital-age communication and collaboration tools to interact locally and globally with students, peers, parents, and the larger community.</p>	<p>U N S</p>

<b>Factors</b> <b>Rating</b> <b>(S,N,U)</b> <b>Comments</b> <b>(Use additional pages if needed)</b>	
<p>6. <b>Content Knowledge and Professional Growth</b>-Technology coach demonstrates professional knowledge, skills, and dispositions in content, pedagogical, and technological areas, as well as adult learning and leadership, and are continually deepening their knowledge and expertise.</p>	<p>U N S</p>

<p><b>6.1 Content, Pedagogical and Technical Knowledge</b>-Candidate engages in continual learning to deepen content and pedagogical knowledge in technology integration and current and emerging technologies necessary to effectively implement the NETS-S and NETS-T.</p>	<p>U N S</p>
<p><b>6.2 Professional Knowledge</b>-Candidate engages in continuous learning to deepen professional knowledge, skills, and dispositions in organizational change and leadership, project management, and adult learning to improve professional practice.</p>	<p>U N S</p>
<p><b>6.3 Reflection</b>-Candidate regularly evaluates and reflects on their professional practice and dispositions to improve and strengthen their ability to effectively model and facilitate technology-enhanced learning experiences.</p>	<p>U N S</p>

\* Analysis of student performance assessments takes into account mitigating factors such as student attendance, entry level achievement, special program membership and other measurable variables that influence student achievement.

1. Teachers who receive a majority of unsatisfactory ratings in the components of a Standard shall be rated as unsatisfactory in that Standard.
2. In order to receive an overall unsatisfactory evaluation a teacher must receive a minimum of two unsatisfactory ratings in the seven (7) Performances Standards, at least one (1) of which must be in Standard numbers 1-5.



ADDENDUM JP

MADERA UNIFIED SCHOOL DISTRICT  
 Primary Literacy Site Specialist Evaluation Document  
*(Based on IRA Standards for Reading Specialists)*

Name \_\_\_\_\_ School Site \_\_\_\_\_

Evaluating Supervisor \_\_\_\_\_ School Year \_\_\_\_\_

Employee Status: \_\_\_\_\_ Temporary \_\_\_\_\_ Probationary 1 \_\_\_\_\_ Probationary 2 \_\_\_\_\_ Permanent \_\_\_\_\_ Other \_\_\_\_\_

PERFORMANCE STANDARD RATINGS

S= Satisfactory, meets standard

N= Needs Improvement

U= Unsatisfactory practice that does not meet standard expectation  
 \*All "Needs Improvement" and "Unsatisfactory" ratings MUST include evidence as well as recommendations

	S	N	U	<i>Comments/Evidence/Recommendations</i>
<b>A. Curriculum and INSTRUCTION</b> Develops and implements the curriculum to meet the specific needs of students who struggle with reading  Supports teachers (and other personnel) in design, implementation, and evaluation of the reading and writing curriculum for all students  Uses instructional approaches supported by literature and research for the following areas: concepts about print, phonemic awareness, phonics, vocabulary, critical thinking, fluency, and writing  Leads collaborative school efforts to evaluate, select, and use a variety of instructional materials to meet the specific needs and abilities of all learners	_____	_____	_____	

	S	N	U	<i>Comments/Evidence/Recommendations</i>
<p><b>B. ASSESSMENT and EVALUATION</b> Administers and interprets appropriate assessments for students, especially those who struggle with reading and writing</p> <p>Collaborates with and provides support to all teachers in the analysis of data, using the assessment results of all students</p> <p>Analyzes and uses assessment data to examine the effectiveness of specific intervention practices and students' responses to instruction</p>	<p>—</p> <p>—</p> <p>—</p>	<p>—</p> <p>—</p> <p>—</p>	<p>—</p> <p>—</p> <p>—</p>	
<p><b>C. DIVERSITY</b> Assists teachers in developing reading and writing instruction that is responsive to diversity</p> <p>Provides differentiated instruction and instructional materials, including traditional print, digital, and online resources that specialize in diversity</p> <p>Demonstrates and models reading and writing for real purposes in daily interactions with students and education professionals</p>	<p>—</p> <p>—</p> <p>—</p>	<p>—</p> <p>—</p> <p>—</p>	<p>—</p> <p>—</p> <p>—</p>	
<p><b>D. LITERATE ENVIRONMENT</b> Creates effective routines for all students, especially those who struggle in reading and writing</p> <p>Uses evidence-based grouping practices to meet the needs of all students, especially those who struggle in reading and writing</p>	<p>—</p> <p>—</p> <p>—</p>	<p>—</p> <p>—</p> <p>—</p>	<p>—</p> <p>—</p> <p>—</p>	
<p><b>E. PROFESSIONAL LEARNING and LEADERSHIP</b> Uses knowledge of students and teachers to provide effective professional development opportunities</p> <p>Collaborates in planning, leading, and evaluating professional development activities for individuals and groups of teachers</p>	<p>—</p> <p>—</p> <p>—</p>	<p>—</p> <p>—</p> <p>—</p>	<p>—</p> <p>—</p> <p>—</p>	

<b>Evaluator's Summary Comments</b>
<b>Commendations</b>

Primary Literacy Site Specialists who receive 3 or more "Unsatisfactory" ratings will be subject to placement to a K-6 classroom in accordance to the Collective Bargaining Agreement's Transfer and Reassignment procedures.

**Future Status:**  
 Temporary and Probationary Teachers: \_\_\_\_\_ Recommended for rehire \_\_\_\_\_ Not recommended for rehire  
 Permanent Teachers: \_\_\_\_\_ Recommended to continue as a Primary Literacy Site Specialist  
 \_\_\_\_\_ Recommended to placement in a K-6 classroom

<b>Employee's Comments</b> <i>(Employee may also attach comments to this evaluation.)</i>
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\_\_\_\_\_ Check here if additional statement is attached by employee

I have read and received a copy of this evaluation. I have had an opportunity to discuss these ratings of this evaluation with my evaluator. My signature does not constitute endorsement of this document.

\_\_\_\_\_  
*Employee Signature* \_\_\_\_\_ *Date*  
 \_\_\_\_\_  
*Supervisor Signature* \_\_\_\_\_ *Date*

**ADDENDUM JS**

Madera Unified School District  
 Site Academic Coach Evaluation Instrument  
 (Based on California Standards for the Teaching Profession)

Name: \_\_\_\_\_ School: \_\_\_\_\_  
 School Year: \_\_\_\_\_ Evaluating Supervisor: \_\_\_\_\_  
 Date of Hire: \_\_\_\_\_  
 Temporary     1<sup>st</sup> Year Probationary     2<sup>nd</sup> Year Probationary     Permanent

**TEACHER PERFORMANCE STANDARD RATINGS**

- S= Satisfactory, meets standards
- N= Needs improvement
- U= Unsatisfactory practice that is not consistent with standard expectations

\*All "Needs Improvement" and "Unsatisfactory" ratings MUST include evidence as well as recommendations.

Factors	Rating (S,N,U)	Evidence, / Comments, / Recommendations
<b>1. Curriculum Support</b>		
A. Supports teachers in design, implementation and evaluation of curriculum for all core subject areas.		
B. Serves as a resource in identifying appropriate instructional materials to supplement core curriculum.		
C. Collaborates in subject level PLCs to design units around the curriculum.		

Factors	Rating (S,N,U)	Evidence, / Comments, / Recommendations
<b>2. Instructional Support</b>		
A. Supports teachers in organizing instruction, lesson designing, and instructional delivery		
B. Conducts classroom demonstration lessons		
C. Provides differentiated instructional strategies and instructional materials for use in diverse classrooms.		
D. Provides teachers with opportunities to stay current with "BEST Practices" in instruction.		
<b>3. Assessment and Evaluation:</b>		
A. Collaborates with teachers to provide support in the analysis of data from assessment results.		
B. Provides support in the development of assessments.		
C. Provides multiple sources of data, including assessments, to promote the needs of the school.		
<b>4. Professional Development:</b>		
A. Provides professional development opportunities that supports the sites initiatives.		
B. Collaborates in planning and promoting professional development activities.		
C. Maintains professional competence through participation in professional development activities as provided by district, county, state and other consultants.		



ADDENDUM K

MADERA UNIFIED SCHOOL DISTRICT  
TEACHER EVALUATION GUIDELINES

(Based on California Standards for the Teaching Profession)

TEACHING STANDARD #1: DESCRIPTION OF PRACTICE FOR ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING			
KEY ELEMENTS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
Connects students' prior knowledge, life experiences, and interests with learning goals	The teacher makes connections between students prior knowledge, life experiences, and interests with learning goals. During the lesson, the teacher uses student comments and questions to build and adjust lesson for understanding.	The teacher makes some connections between students' prior knowledge, life experiences, and interests with learning goals. The teacher elicits some students' questions and comments to monitor understanding.	The teacher makes minimal connections between students' prior knowledge, life experiences, and interests with learning goals. The teacher rarely elicits student comments or questions during the lesson.
Uses a variety of instructional strategies, and resources to respond to students' diverse needs	The teacher uses a variety of instructional strategies and resources to respond to students' diverse needs and promote participation.	The teacher uses a selection of instructional strategies but they may lack variety and may not be responsive to student needs.	The teacher uses a limited variety of instructional strategies and resources. Minimal adjustments are made to individual student needs.
Facilitates learning experiences that promote autonomy, interaction, and choice	The teacher facilitates, monitors and supports independent and collaborative learning experiences that promote autonomy, interaction and choice.	There are limited opportunities for students to apply and practice new learning in meaningful independent and collaborative learning experiences.	Learning activities are directed by the teacher, permitting minimal student opportunities for autonomy, interaction or choice.
Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful	The teacher engages students in problem solving, critical thinking and other activities in meaningful contexts and promotes students to think discuss, interact, reflect and evaluate content.	The teacher provides some learning opportunities to engage students in problem solving and higher level thinking activities. Limited support is given to develop necessary skills.	There are minimal learning opportunities for students to engage in problem solving and higher level thinking activities within or across subject matter.
Promotes self-directed, reflective learning for all students	The teacher motivates and promotes self-directed, reflective learning for all students which allows students to monitor and evaluate their own work.	Students' learning is directed and monitored by the teacher with some opportunities for student reflection.	Minimal opportunities are provided for students to initiate their own learning or to monitor their own work.

**TEACHING STANDARD #2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

KEY ELEMENTS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
Creates a physical environment that engages all students	The physical environment ensures safety, engages students in constructive interactions in learning activities, and is used as an extension of the instructional program.	The physical environment provides some accessibility to materials and engages some students in learning (group and individual learning experiences).	The physical environment contains safety hazards and/or rarely engages students and/or rarely supports individual and/or group learning.
Establishes a climate that promotes fairness and respect	A climate of fairness, respect, and caring for self and others is provided for and modeled by the teacher.	The teacher establishes a climate of fairness, respect, and caring for some students.	A climate of fairness, respect, or caring, either between the teacher and students/among students is limited or not evident.
Promotes social development and group responsibility	The teacher creates learning experiences for students to work collaboratively to promote social development and acquisition of leadership skills to become self-directed learners.	The teacher provides some learning experiences for students that promote social development and acquisition of responsibility.	The teacher rarely supports students' social development, self-esteem, diversity, and/or responsibility for each other.
Establishes and maintains standards for student behavior	Standards for student behavior are clearly established, communicated to students, and maintained consistently and fairly by the teacher.	Standards for student behavior have been established and student behavior is generally appropriate during learning experiences.	Because the standards for behavior have not been established or maintained by the teacher, student learning has been greatly diminished.
Plans and implements classroom procedures and routines that support student learning	Procedures and routines (daily schedules, timelines, rules) operate efficiently to support student learning.	Procedures and routines operate moderately well and generally support student learning.	Classroom procedures and routines not only lack schedules, rules and timelines, but are rarely enforced which disrupt student learning.
Uses instructional time effectively	Pacing and adjusting of lessons, including smooth transitions, consistently keeps students engaged to successfully complete learning activities.	Pacing of lessons is generally effective so that some students complete learning activities.	Instructional time is lost due to pacing of lessons that rarely move smoothly from one activity to another and/or seldom engage students in complete learning activities.

**TEACHING STANDARD #3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING**

KEY ELEMENTS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
<p><b>Demonstrates knowledge of subject matter content and student development</b></p>	<p>The teacher keeps knowledge current and demonstrates understanding of key concepts and underlying themes of subject matter. The teacher further demonstrates understanding of students' cognitive, linguistic, physical and social/emotional development</p>	<p>The teacher appears to demonstrate some gaps or lack of training in current knowledge and/or understanding of key concepts and underlying themes of subject matter and/or may demonstrate some gaps in the understanding of students' cognitive, linguistic, physical and social/emotional development.</p>	<p>The teacher's current knowledge and/or understanding of key concepts and underlying themes of subject matter and/or understanding of students' cognitive, linguistic, physical and social/emotional development is incomplete or severely limited.</p>
<p><b>Organizes the curriculum to support student understanding of the subject matter</b></p>	<p>Most curriculum is organized to reflect the teachers' knowledge of student development and of the subject matter, demonstrates and develops student understanding of key concepts, incorporates State and District curriculum standards and values differing cultural perspectives.</p>	<p>Some curriculum is organized to reflect the teachers' knowledge of student development and of the subject matter, demonstrates and develops student understanding of key concepts, incorporates State and District curriculum standards, and values differing cultural perspectives.</p>	<p>Little curriculum is organized to reflect the teacher's knowledge of student development and of the subject matter, demonstrates and develops student understanding of key concepts, incorporates State and District curriculum standards, and values differing cultural perspectives.</p>
<p><b>Interrelates ideas and information within and across subject matter areas</b></p>	<p>Most lessons identify and integrate concepts and relationships, relate material to previous lessons, help students see relationships and connections, and highlight themes within and across subject matter areas.</p>	<p>Some lessons identify and integrate concepts and relationships, relate material to previous lessons, help students see relationships and connections, and highlight themes within and across subject matter areas.</p>	<p>Few lessons identify and integrate concepts and relationships, relate material to previous lessons, help students see relationships and connections, and highlight themes within and across subject matter areas.</p>
<p><b>Develops appropriate instructional strategies for understanding of the subject matter</b></p>	<p>Most lessons include a variety of strategies that are suited to: help students think critically and construct their own knowledge; build on students' life experiences, prior knowledge and interests; and help students build enthusiasm for and knowledge of the subject matter.</p>	<p>Some lessons include a variety of strategies that are suited to: help students think critically and construct their own knowledge; build on students' life experiences, prior knowledge and interests; and help students build enthusiasm for and knowledge of the subject matter.</p>	<p>Few lessons include a variety of strategies that are suited to: help students think critically and construct their own knowledge; build on students' life experiences, prior knowledge and interests; and help students build enthusiasm for and knowledge of the subject matter.</p>
<p><b>Uses materials, resources, and technologies to make subject matter accessible to students</b></p>	<p>Most lessons exhibit the use of resources, materials and technologies to organize curriculum, promote student understanding, reflect the diversity in the classroom, convey key concepts, and help students gain access to resources, materials and technologies to support their own learning of the subject matter.</p>	<p>Some lessons exhibit the use of resources, materials and technologies to organize curriculum, promote student understanding, reflect the diversity in the classroom, convey key concepts, and help students gain access to resources, materials and technologies to support their own learning of the subject matter.</p>	<p>Few lessons exhibit the use of resources, materials and technologies to organize curriculum, promote student understanding, reflect the diversity in the classroom, convey key concepts, and help students gain access to resources, materials and technologies to support their own learning of the subject matter.</p>

**TEACHING STANDARD #4: STANDARD FOR PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS**

KEY ELEMENTS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
<p>Draws on and values students' backgrounds, interests, and developmental learning needs</p>	<p>Instructional plans reflect students' backgrounds, experiences, interests and developmental needs to support students' learning.</p>	<p>Instructional plans are partially drawn from information about students' backgrounds, experiences, interests, and developmental needs to support students' learning.</p>	<p>Instructional plans rarely match or reflect students' backgrounds, experiences, interests, and developmental needs, and seldom support students' learning.</p>
<p>Establishes and articulates goals for student learning</p>	<p>Short-term and long-term instructional goals are based on students' language, experience or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high.</p>	<p>Some instructional goals address students' language, experience, and/or home and school expectations. Expectations for students are inconsistent.</p>	<p>Instructional goals are rarely established or seldom address students' language, experience, or home and school expectations. Expectations for students are low.</p>
<p>Develops and sequences instructional activities and materials for student learning</p>	<p>Instructional activities and materials are appropriate to students and the learning goals make content and concepts relevant, and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.</p>	<p>Instructional activities and materials are partially appropriate to students and the learning goals, and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.</p>	<p>Instructional activities and materials are rarely appropriate to the students, or the instructional goals rarely engage students in meaningful learning. Activities are not logically sequenced.</p>
<p>Designs short-term and long-term plan to foster student learning</p>	<p>Long-term plans have a coherent structure, with learning activities in individual lessons well-sequenced to promote understanding of concepts.</p>	<p>Long-term plans have a recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.</p>	<p>Individual lesson plans have little or no relation to long-term goals, or a unit plan has little recognizable structure.</p>
<p>Modifies instructional plans to adjust for student needs</p>	<p>Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.</p>	<p>Modifications to instructional plans address only superficial aspects of the lesson.</p>	<p>Instructional plans are seldom modified, in spite of evidence that modifications would improve student learning.</p>

**TEACHING STANDARD #5: ASSESSING STUDENT LEARNING**

KEY ELEMENTS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
Establishes and communicates learning goals for all students	Learning goals are established which are grade appropriate to meet district/state/subject matter expectations and are communicated to students and families.	Learning goals tied to expectations are established and communicated to students some of the time.	Few learning goals tied to expectations have been established, and are not revised or communicated to students or their families.
Collects and uses multiple sources of information to assess student learning	Appropriate multiple measures are used to assess and understand student progress as well as to develop student learning goals.	Limited sources of information and assessment techniques are used to understand student progress.	No consistent sources of information or assessment techniques are used to assess student learning or to develop instruction.
Involves and guides all students in assessing their own learning	The teacher models assessment strategies to assist students with self-reflection in assessment process.	The teacher provides some assessment strategies that guide student reflection in the assessment process.	The teacher assumes total responsibility for student evaluation.
Uses the results of assessments to guide instruction	Planning and modifying instruction to meet student needs is based on a variety of assessment data.	Information from limited assessments is used to plan learning experiences and some instructional adjustments are made.	Information about student learning is not used to plan, guide, or adjust instruction, and textbooks and calendar dictate student learning goals.
Communicates with students, families, and other audiences about student program	The teacher informs families about student progress consistently and encourages family involvement.	The teacher generally provides information to students and families about student progress.	The teacher makes little or no attempt to communicate with families about student learning and progress.
Evidence of student achievement towards meeting grade level standards on district assessments	Students demonstrate academic progress toward state standards and grade level curriculum based on multiple measures.	Students are making limited progress toward state standards and grade level curriculum based on multiple measures.	Few students are making progress toward state standards and grade level curriculum based on multiple measures.

**STANDARD #6: DEVELOPING PRACTICES FOR DEVELOPING AS A PROFESSIONAL EDUCATOR**

KEY ELEMENTS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
Reflects on teaching practice and planning professional development	The teacher reflects on instructional successes and student learning to assess his/her professional growth, establishes professional goals, and pursues opportunities to enhance his/her professional development.	The teacher reflects on some teaching practices, establishes some professional goals and begins to pursue opportunities to grow professionally.	The teacher may reflect on specific problems or areas of concern in his/her teaching practice, but rarely uses reflection to establish professional goals, assess growth or plan professional development.
Establishes professional goals and pursues opportunities to grow professionally	The teacher continually develops and refines professional goals and opportunities for enhanced professional growth and development. The teacher continues to participate in and contribute to the professional community.	The teacher's professional goals are established with assistance. Some opportunities for knowledge and skills are sought, but the teacher seldom participates in the professional community.	Professional goals are not established to guide practice. The teacher rarely seeks out opportunities to improve knowledge or skills or to participate in the professional community.
Works with communities to improve professional practice	The teacher is knowledgeable of the students' community and supports and promotes collaboration between the school and community. The teacher seeks community resources to support student learning.	The teacher has some knowledge of the students' community, but is not sure how to apply this to benefit students and their families. The teacher seldom uses community-based experiences to support student learning.	The teacher has limited knowledge of the students' community and rarely utilizes such knowledge to benefit students and families.
Works with families to improve professional practices	The teacher respects and values all students' families and consistently communicates to support learning and collaboration between the home and school.	The teacher may respect students' families, but seldom initiates communication and collaboration between the home and school.	The teacher may respect some students' families or their backgrounds but rarely communicates with families to support student learning.
Works with colleagues to improve professional practices.	The teacher continues to create opportunities to engage in thoughtful dialogue, reflection and collaboration with colleagues to solve teaching related problems, improve, and support professional practices, and contribute to school-wide events and goals.	The teacher engages in some participation, dialogue, reflection and collaboration with colleagues to improve professional practices, school-wide events, and school-wide goals.	The teacher rarely engages in dialogue and reflection with colleagues to meet student needs and/or rarely contributes to school-wide events or school-wide goals.

**STANDARD #7: PROFESSIONAL BEHAVIOR**

KEY ELEMENTS	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
Assumes responsibilities for assigned duties	The teacher consistently assumes responsibility for assigned duties.	The teacher inconsistently assumes responsibility for assigned duties.	The teacher rarely assumes responsibilities for assigned duties.
Adheres to the rules and regulations of the school and District including the Collective Bargaining Agreement	The teacher consistently utilizes sound judgment and integrity when applying the rules, regulations, policies, contracts and laws of the District, and school. The teacher consistently meets expectations on time lines, and responsibility toward auxiliary duties.	The teacher inconsistently utilizes sound judgment and integrity when applying the rules, regulations, policies, contracts and laws of the District, and school. The teacher inconsistently meets expectations on time lines, and responsibility toward auxiliary duties.	The teacher maintains a conduct that is rarely consistent with the rules, regulations, policies, contracts and laws of the District and school. Time lines and auxiliary duties are often not met.
Tactfully discusses issues with students, parents and colleagues	The teacher is consistently tactful with students, parents and colleagues.	The teacher is inconsistently tactful with students, parents and colleagues.	The teacher is rarely tactful with students, parents and colleagues.

## ADDENDUM L

MADERA UNIFIED SCHOOL DISTRICT

SCHOOL COUNSELOR EVALUATION INSTRUMENT

EVALUATEE \_\_\_\_\_

EVALUATOR \_\_\_\_\_

SCHOOL (S) \_\_\_\_\_

TENURE STATUS:       PROBATIONARY 1<sup>ST</sup> YEAR  
                                   PERMANENT

PROBATIONARY 2<sup>ND</sup> YEAR  
                                   TEMPORARY

This instrument is intended to aid the evaluatee and the supervisor in arriving at an understanding of the evaluatee's job performance and progress in the District. It shall be reviewed by the evaluatee and the supervisor together. The evaluation shall become part of the employee's personnel file. Recommendations for improvement will be noted for those areas identified as "Needs Improvement" and "Unsatisfactory".

	SAT	NI	UNSAT
	(1)	(2)	(3)
<b>A. PERSONAL/PROFESSIONAL CHARACTERISTICS</b>			
Fulfills professional role expectations	_____	_____	_____
Demonstrates enthusiasm in the performance of duties	_____	_____	_____
Maintains personal self control	_____	_____	_____
<b>B. PERSONAL /PROFESSIONAL RELATIONS</b>			
Issues are tactfully discussed with students /parents/colleagues	_____	_____	_____
Responsibility is assumed for maintaining good work habits	_____	_____	_____
Dependable, prompt, cooperative and conscientious	_____	_____	_____
Responsibility is assumed for assignments related to counseling	_____	_____	_____
<b>C. STUDENT/PARENT RELATIONS</b>			
Promotes positive relationships with students and families	_____	_____	_____
Readily available to students/families for individual assistance	_____	_____	_____
Shows an honest, caring attitude toward students and families	_____	_____	_____
Maintains confidentiality	_____	_____	_____
Maintains a positive working relationship with teachers and other School staff.	_____	_____	_____
<b>D. SKILLS AND KNOWLEDGE</b>			
Demonstrates appropriate counseling knowledge and techniques to	_____	_____	_____
Promote healthy attitudes and behavior	_____	_____	_____
Utilized community and District resources when appropriate	_____	_____	_____
Interprets and uses counseling information with good judgment	_____	_____	_____
Helps students, families and school personnel explore alternatives for problem solving	_____	_____	_____
Helps students, families and school personnel in crisis situations	_____	_____	_____
Serves as a resource person to the school staff in counseling/psychology/discipline/mental health	_____	_____	_____
Initiates and participates in teacher/student/parent conferences	_____	_____	_____
Demonstrates a knowledge of District curriculum	_____	_____	_____
Demonstrates a general knowledge of career/college requirements	_____	_____	_____
<b>E. OVERALL PERFORMANCE FOR 20__/20__ SCHOOL YEAR</b>	_____	_____	_____

**F. REVIEW OF PERFORMANCE OBJECTIVES**

**G. RECOMMENDATIONS / COMMENDATIONS**

**H. ASSISTANCE PROVIDED (resources, measurement, timeline)**

**I. FUTURE STATUS**

\_\_\_ a. Re-employment \_\_\_\_\_

\_\_\_ b. Termination \_\_\_\_\_

\_\_\_ c. Re-assignment \_\_\_\_\_

**J. ( ) CHECK IF ADDITIONAL STATEMENT IS ATTACHED BY EVALUATEE**

\_\_\_\_\_  
(Signature of Evaluatee)

\_\_\_\_\_  
(Signature of Evaluator)

Date \_\_\_\_\_

Refused to sign \_\_\_\_\_

WHITE: Evaluatee    YELLOW: Personnel    PINK: Evaluator

## ADDENDUM M

MADERA UNIFIED SCHOOL DISTRICT

SCHOOL NURSE EVALUATION INSTRUMENT

EVALUATEE \_\_\_\_\_

EVALUATOR \_\_\_\_\_

TENURE STATUS:     \_\_\_ PROBATIONARY 1<sup>ST</sup> YEAR  
                           \_\_\_ PERMANENT

                          \_\_\_ PROBATIONARY 2<sup>ND</sup> YEAR  
                           \_\_\_ TEMPORARY

This instrument is intended to aid the evaluatee and the supervisor in arriving at an understanding of the evaluatee's job performance and progress in the District. It shall be reviewed by the evaluatee and the supervisor together. The evaluation shall become part of the employee's personnel file. Recommendations for improvement will be noted for those areas identified as "Needs Improvement" and "Unsatisfactory".

A. <b>PERSONAL/PROFESSION CHARACTERISTICS</b>	SAT (1)	NI (2)	UNSAT (3)
Fulfills professional role expectations	___	___	___
Is self directed in goal-setting, decision-making, and taking action	___	___	___
Acquires new skills and knowledge for upgrading school nursing	___	___	___
Demonstrates enthusiasm in the performance of duties	___	___	___
<b>B.     WORK ENVIRONMENT</b>			
Maintains a safe, orderly, and attractive work area	___	___	___
Coordinates health program with minimal interruption to total building schedule	___	___	___
<b>C.     STUDENT RELATIONS</b>			
Utilizes appropriate district services to benefit students	___	___	___
Readily available to students for counseling and individual help	___	___	___
<b>D.     PROFESSIONAL ATTITUDE AND CONDUCT</b>			
Shows an honest, caring attitude toward student/families/school Personnel	___	___	___
Helps students with health maintenance needs and with management of health problems	___	___	___
Treats personal health problems as highly confidential	___	___	___
Interprets and uses health information with good judgment	___	___	___
<b>E.     SKILLS AND KNOWLEDGE</b>			
Demonstrates knowledge and skills in health appraisal techniques	___	___	___
Utilizes community resources when appropriate to deliver health care	___	___	___
Serves as a leader in school/community activities for communicable disease control, health screening, health room volunteer services, etc.	___	___	___
Helps students and parents in exploring alternate approaches to meeting health care needs	___	___	___
Helps parents and students in crisis situation	___	___	___
Participates in teacher/nurse/family conferences when needed or requested	___	___	___
Initiates referrals and follow-up on student health care needs	___	___	___
<b>F.     HEALTH EDUCATION INSTRUCTION</b>			
Serves as a resource person to the school staff in health education	___	___	___
Provides learning experiences to equip students to make constructive decisions regarding health behavior	___	___	___

**G. PARENT AND COMMUNITY RELATIONS**

Conducts school health program in a manner that elicits positive support from students, parents, school site and community	_____	_____	_____
Communicates an interest in community health through creative participation	_____	_____	_____
Invites parental involvement in planning health care	_____	_____	_____

**H. OVERALL PERFORMANCE FOR 20\_\_/20\_\_ SCHOOL YEAR** \_\_\_\_\_

**I. REVIEW OF PERFORMANCE OBJECTIVES**

**J. RECOMMENDATIONS/COMMENDATIONS**

**K. ASSISTANCE PROVIDED (resources, measurement, timeline)**

**L. FUTURE STATUS**

\_\_\_ a. Re-employment\_\_\_\_\_

\_\_\_ b. Termination\_\_\_\_\_

\_\_\_ c. Re-assignment\_\_\_\_\_

**M. (\_\_\_) CHECK IF ADDITIONAL STATEMENT IS ATTACHED BY EVALUATEE**

\_\_\_\_\_  
(Signature of Evaluatee)

\_\_\_\_\_  
(Signature of Evaluator)

Date\_\_\_\_\_

Refused to sign\_\_\_\_\_

WHITE: Evaluatee    YELLOW: Personnel    PINK: Evaluator

**ANNUAL DECLARATION REGARDING CONTINUING  
EARLY RETIREMENT ELIGIBILITY  
[ADDENDUM O]**

I, \_\_\_\_\_, declare as follows:  
(Retiree)

1. I am not employed in a position which qualified me for membership in the California State Teachers' Retirement System (STRS)
2. At no time during the preceding year have I been employed in a position which qualifies me for membership in the STRS.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of Madera, California.

\_\_\_\_\_  
Retiree's Signature/Date

My current beneficiary for STRS is \_\_\_\_\_  
(Name of Beneficiary)

MADERA UNIFIED SCHOOL DISTRICT

Original: Supervisor  
Copy 2: Grievant retains

Employee Name: \_\_\_\_\_

Work Location: \_\_\_\_\_

**LEVEL ONE GRIEVANCE**  
[ADDENDUM Q]

Specific contract violation alleged (cite article and section):

Date of alleged contract violation is \_\_\_\_\_

Statement of Grievance (additional sheets may be attached or any other articles that may be reflective of the contract or education code)

Level One Grievance will be extended by mutual consent of all parties until:

\_\_\_\_\_

Response of Supervisor (additional sheets may be attached)

Signatures below verify this meeting took place and the above grievance was discussed.

Unit Member \_\_\_\_\_

Date \_\_\_\_\_

Representative \_\_\_\_\_

Date \_\_\_\_\_

Supervisor \_\_\_\_\_

Date \_\_\_\_\_

**MADERA UNIFIED SCHOOL DISTRICT**

Employee Name: \_\_\_\_\_

Work Location: \_\_\_\_\_

Original: Superintendent or designee  
Copy 2: Return to Grievant  
Copy 3: Immediate Supervisor  
Copy 4: Association  
Copy 5: Grievant retains

**LEVEL TWO GRIEVANCE**  
[ADDENDUM R]

*All portions of this section to be completed by the grievant*

Appeal to Superintendent or Designee: \_\_\_\_\_

Specific contract violation alleged (cite article and section or any other articles that may be reflective of the contract or education code):

Statement of Grievance (additional sheets may be attached):

Was this discussed in an informal conference at Level One? \_\_\_\_\_ Date: \_\_\_\_\_

Remedy Requested:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Upon Completion of this section, grievant shall present original and copies #2, #3 and #4 to the Superintendent or designee. Copy #5 should be retained by grievant.

**Response of Supervisor or Designee (additional sheets may be attached):**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Upon completion of this section, Superintendent shall retain original, submit copy #2 to grievant, submit copy #3 to grievant's immediate supervisor, and submit copy #4 to the Association.